



**STATE OF MARYLAND
ADMINISTRATIVE OFFICE OF THE COURTS
580 TAYLOR AVENUE, 4TH FLOOR
ANNAPOLIS, MARYLAND 21401**

INVITATION FOR BIDS (IFB) NO. K11-0054-87

**FOR
DR-49 MARYLAND UNIFORM COMPLAINT AND CITATION BOOKS PRINT JOB**

**ISSUED:
DECEMBER 8, 2010**

WARNING: A prospective bidder who has received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide that office with the prospective bidder's name and mailing address so that amendments to the Invitation for Bids or other communications can be sent to the prospective contractor. Failure to contact the Issuing Office may result in non-receipt of important information.

Minority Business Enterprises are encouraged to respond to this Invitation for Bids.

Procurement and Contract Administration
<http://www.mdcourts.gov>

KEY INFORMATION SUMMARY SHEET

**STATE OF MARYLAND
ADMINISTRATIVE OFFICE OF THE COURTS
580 TAYLOR AVENUE, 4TH FLOOR
ANNAPOLIS, MARYLAND 21401**

INVITATION FOR BIDS (IFB) NO. K11-0054-87

IFB Issue Date: December 8, 2010

IFB Issuing Office: Department of Procurement and Contract Administration

Procurement Officer: Anna Pfeifer
(410) 260-1416
anna.pfeifer@mdcourts.gov

Bids are to be sent to: Department of Procurement and Contract Administration
580 Taylor Avenue A4
Annapolis, MD 21401

Attention: Anna Pfeifer

Pre-Bid Conference: Not Applicable

Closing Date and Time: December 15, 2010 at 12 p.m. (EST)

Table of Contents

SECTION 1 - GENERAL INFORMATION.....	4
1.1 Purpose	4
1.2 Issuing Office	4
1.3 Procurement Method	4
1.4 Closing Date.....	4
1.5 Abbreviations and Definitions	4
1.6 Pre-Bid Conference (Not Applicable).....	5
1.7 Questions/Inquiries.....	5
1.8 Contract Manager.....	5
1.9 Contract Type	6
1.10 Term of Contract	6
1.11 Bid Opening	6
1.12 Duration of Bid Offer.....	6
1.13 Revisions to the IFB	6
1.14 Cancellation of the IFB; Rejection of all Bids.....	7
1.15 Bid Acceptance	7
1.16 Multiple or Alternative Bids	7
1.17 Incurred Expenses	7
1.18 Protests	7
1.19 Public Information Acts Notice	7
1.20 Minority Business Enterprises Encouragement	8
1.21 Compliance with Law; Arrearages	8
1.22 Bid/Proposal Affidavit	8
1.23 Mandatory Contractual Terms.....	8
1.24 Conflict of Interest Affidavit and Disclosure	9
1.25 Verification of Registration and Tax Payment	9
1.26 Bidder Responsibilities	9
SECTION 2 - SCOPE OF SERVICES	10
2.1 General	10
2.2 Specifications	10
2.3 Delivery Requirements	13
2.4 Maryland Judiciary's Responsibilities.....	13
2.5 Estimated Quantities.....	13
2.6 Payment	13
2.7 Insurance Requirements	14
SECTION 3 – BID FORMAT/BASIS FOR AWARD	16
3.1 Bid Format	16
3.2 Basis for Award	16
ATTACHMENT A – STANDARD CONTRACT AGREEMENT.....	17
ATTACHMENT B – BID/PROPOSAL AFFIDAVIT	27
ATTACHMENT C – CONTRACT AFFIDAVIT	34
ATTACHMENT D – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE ...	35
ATTACHMENT E – PRICE WORKSHEET.....	36
ATTACHMENT F – DR-49 (REV. 1/2011) – FOR REFERENCE ONLY	37
ATTACHMENT G – DR-49 (REV. 1/2011) COVER – FOR REFERENCE ONLY	38

SECTION 1 - GENERAL INFORMATION

1.1 Purpose

The purpose of this IFB is to provide information to bidders interested in submitting a bid to meet the Judiciary's requirements for the printing and delivery of 40,000 each DR-49 Maryland Uniform Complaint and Citation books. This IFB implies no obligation on the part of the Maryland Judiciary.

1.2 Issuing Office

The sole point of contact for this solicitation is Anna Pfeifer in the Issuing Office.

Department of Procurement and Contract Administration
580 Taylor Avenue A4
Annapolis, MD 21401

1.3 Procurement Method

This procurement shall be conducted under the Competitive Sealed Bidding process according to the Procurement Policy for the Maryland Judiciary.

1.4 Closing Date

An unbound original must be received by the Procurement Officer at the address listed in the key information Summary Sheet by **December 15, 2010, 12:00 p.m. EST**, in order to be considered. Bids shall be marked **IFB No. K11-0054-87; DR-49 Maryland Uniform Complaint and Citation Books Print Job**, on the outside of the envelope. An electronic version (CD) of the must be enclosed with the original bid. CDs are to be labeled with the date, IFB title, IFB number, and bidder's name, and packaged with the original copy of the appropriate bid.

Requests for extensions of this date or time will not be granted. Bidders mailing bids should allow sufficient mail and internal delivery time to ensure timely receipt by the Issuing Office. Bids may not be submitted by e-mail or facsimile.

1.5 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. AOC means Administrative Office of the Courts

- b. Contract means the contract attached to this IFB as Exhibit A
- c. Contractor means he selected bidder
- d. Days means calendar days
- e. Local Time means the Eastern Time Zone as observed by the State
- f. MBE means the Minority Business Enterprise
- g. Bidder means an entity that submits a proposal in response to this IFB
- h. Procurement Officer means the State representative responsible for this IFB, for the determination of contract scope issues, and the only State representative who can authorize changes to the contract. The Procurement Officer for this IFB is Anna Pfeifer.
- i. IFB means the Invitation for Bids for DR-49 Maryland Uniform Complaint and Citation Books Print Job, # K11-0054-87 dated December 8, 2010, including any and all amendments.
- j. Contract Manager means State representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor. IFB Section 1.8 identifies the Contract Manager for this contract.
- k. State of Maryland business hours means 8:00 am – 5:00 pm Monday – Friday.

1.6 Pre-Bid Conference (Not Applicable)

A pre-bid conference will be not be held.

1.7 Questions/Inquiries

The Issuing Office will accept written questions from prospective bidders prior to the pre-bid conference. If possible and appropriate, such questions will be answered at the pre-bid conference. No substantive question will be answered prior to the conference. Questions may be submitted by email to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective bidders attending the pre-bid conference. Questions will also be accepted subsequent to the conference and should be submitted in a timely manner prior to the bid due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all bidders who are known to have received a copy of the IFB and posted on the Department of Procurement and Contract Administration's website.

1.8 Contract Manager

The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor. The Contract Manager is Joan Baer (410) 260-1638.

The AOC may change the Contract Manager at any time by written notice to the Contractor.

1.9 Contract Type

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

1.10 Term of Contract

The Contract resulting from this IFB shall be for a base period of one year. The State shall have the sole right to exercise up to two, one-year renewal options at its discretion. All prices for rates and terms as offered in Attachment E are binding on the Contractor for the term of the Contract.

In the event that Contractor's paper costs increase **after the first year of the contract**, the District Court, upon its receipt of a written notice by Contractor, requesting to pass on such increase, may elect to authorize a proportional increase of the contract price; providing, however, that such request is fully documented and supported in writing by the paper mill or paper distributor. The contractor may only request one increase per year.

It is hereby understood by the parties that this escalation clause shall be exclusively employed for increases in paper cost, which may materialize over the duration of this Contract and may not be construed to allow any other alleged increases of operation expenses, overhead or profit, which may occur over the said duration. **Contractor shall not pass on any increase of cost without the express approval of the Maryland Judiciary.**

1.11 Bid Opening

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

1.12 Duration of Bid Offer

Bids shall be valid and irrevocable for 180 days following the closing date for this IFB. This period may be extended by written agreement between a Bidder and the Procurement Officer.

1.13 Revisions to the IFB

If it becomes necessary to revise this IFB before the due date, amendments will be provided to all prospective bidders that were sent this IFB or otherwise are known by the Issuing Office to have obtained this IFB and posted on the Department of Procurement

and Contract Administration's website. Amendments made after the due date will be sent only to those bidders who submitted a timely bid.

Acknowledgment of the receipt of all amendments issued to this IFB must be stated in the transmittal letter accompanying the bid submission. Acknowledgement of the receipt of amendments issued after the bid due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the bidder from complying with all terms of any such amendment.

1.14 Cancellation of the IFB; Rejection of all Bids

The Procurement Officer may cancel this IFB, in whole or in part, or may reject all bids submitted in response to the IFB whenever this action is determined to be in the Maryland Judiciary's best interest.

1.15 Bid Acceptance

The State reserves the right to accept or reject any and all bids, in whole or in part, received in response to this IFB, or to waive or permit cure of minor irregularities. Bidders whose bids are not accepted will be notified in writing. All bidders should ensure that their bid in response to this IFB is their best and final offer.

1.16 Multiple or Alternative Bids

Neither multiple nor alternative bids will be accepted.

1.17 Incurred Expenses

Neither the State or the AOC shall be responsible for any costs incurred by a bidder in preparing and submitting a bid in response to this IFB.

1.18 Protests

A bidder may protest the proposed award or the award of a contract for this procurement. Any protest must be filed in accordance with Article VI, Section 1 of the Procurement Policy of the Maryland Judiciary.

1.19 Public Information Acts Notice

Bidders should give specific attention to the identification of those portions of their bid that they deem to be confidential, proprietary information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

1.20 Minority Business Enterprises Encouragement

Minority Business Enterprises (MBE) are encouraged to respond to this solicitation notice. It is the goal of the Maryland Judiciary that certified MBEs participate.

An MBE subcontract participation goal of **has not been established** for this procurement. By submitting a response to this solicitation, the bidder agrees that this amount of the contract will be performed by minority business enterprises.

If this solicitation requires an MBE subcontractor participation goal (see above paragraph), bidders 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

The forms are posted on the Office of Fair Practice/Minority Business Enterprise Compliance website (<http://mdcourts.gov/fairpractices/index.html>). Failure to submit the required forms shall result in your bid being deemed non-responsive.

1.21 Compliance with Law; Arrearages

By submitting a bid in response to this IFB, the bidder, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the contract. By submitting a bid in response to this IFB, the bidder shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and, that it shall not become so in arrears during the term of the contract if selected for contract award.

1.22 Bid/Proposal Affidavit

A completed Bid/Proposal Affidavit must accompany any bid. A copy of this affidavit is included as Attachment B of this IFB.

1.23 Mandatory Contractual Terms

By submitting a bid in response to this IFB, a bidder, if selected for award, shall be deemed to have agreed to and accepted all contract terms and conditions set forth in the state's Standard Contract Agreement included as Attachment A of this IFB. A bid that takes exception to these terms will be rejected.

1.24 Conflict of Interest Affidavit and Disclosure

All bidders that submit a response to this IFB shall complete Conflict of Interest Affidavit and Disclosure included in Attachment D of this IFB. 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.

Bidders 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.

1.25 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential bidder complete registration prior to the due date for receipt of bids. A bidder's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award.

1.26 Bidder Responsibilities

The State will enter into contractual agreement only with the selected bidder. The selected bidder shall be responsible for all products and services required by this IFB. All subcontractors must be identified and a complete description of their role relative to the bid must be included in the bidder's response. If a bidder that seeks to perform or provide the services required by this IFB is subsidiary of another entity, all information submitted by the bidder, such as but not limited to, references and financial reports, shall pertain exclusively to the bidder unless the parent organization will guarantee the performance of the subsidiary. If applicable, the bidder's response must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

SECTION 2 - SCOPE OF SERVICES

2.1 General

The District Court of Maryland is soliciting bids for pricing of DR-49 Maryland Uniform Complaint and Citation books. The Contractor shall provide all labor, materials, and expertise required to furnish and deliver 40,000 each DR-49 Maryland Uniform Complaint and Citation books. Delivery is to be made in two shipments of 20,000 books each, with possible copy changes between the first and second shipments. Camera-ready art will be supplied when each shipment is requested.

Changes have been made since the last printing of the DR-49 Maryland Uniform Complaint and Citation books. **Please use the DR-49 (1/2011) for reference only.** The current version camera-ready artwork and beginning citation number will be provided to Contractor when each shipment is requested.

The books shall be delivered to the Maryland Motor Vehicle Administration Warehouse, Attn: Mike Carruba, 150-H Blades Lane, Glen Burnie, MD 21060, as requested by the District Court. The shipment shall be inside delivery.

Contract shall be performed in accordance with the terms and specifications.

2.2 Specifications

2.2.1 Contractor shall furnish and deliver 40,000 books (1,000,000 citations) in two shipments of 20,000 books each with possible copy changes between the first and second shipments. Each book shall consist of 25 sets of citations and envelopes. Each set shall consist of 7 parts. Parts 1 through 5 form the citation, and parts 6 and 7 form a self-addressed business reply envelope with permanent pressure sensitive tape. Each book shall have a two-fold colored wrap around the cover, approximately 19 inches long, extending along the back of the book, around the base and overlapping on the front. Each book shall be stitched at top stub. Part 7 shall be spot glued between pressure sensitive tape and the last of instructions and then adhered to part 5 so that defendant copy (part 5) will be attached to envelope (parts 6 and 7) when removed from the book.

2.2.2 The books shall meet the specifications as follows:

- A. **Cover:** Two-fold wraparound cover. Copy on outside only of front flap portion. Shall be buff cover.
- B. **Fly Leaf:** Each book shall contain a fly leaf, 9" x 5" including top stub. Copy on both sides.
- C. **Tally Sheet:** Measures 9" x 5", including top stub. Copy shall show first and last citation numbers, including alpha prefix, of numbers contained in book. Perforated at top stub.

D. **Copy:** Copy in each book shall be as follows: (Camera ready art shall be provided by the District Court)

Wraparound Cover:	Printing on front flap portion only
Fly Leaf:	Printing on front and back, tumblehead
Tally Sheet:	Printing on front only
Citation Part 1:	Printing on front and back, head to head. Original barcode at top
Citation Part 2:	Printing on front only
Citation Part 3:	Printing on front and back, tumblehead
Citation Part 4:	Printing on front and back, head to head. Original barcode at top
Citation Part 5:	Printing on front and back, head to head
Envelope Part 6:	Printing on front. Original barcode in middle on front. Chinese blackout on back
Envelope Part 7:	Printing on front. Chinese blackout on front. Printing on back

E. **Perforations:** Parts 1, 2, 4, 5, 6, 7 and tally sheet shall be perforated at the top. Part 3 and fly leaf are not perforated—shall remain intact in book.

F. **Stock Weight:**

Wrap around cover:	110# Index Stock
Fly Leaf:	90# Index Stock
Tally Sheet:	20# bond
Citation:	Parts 1 & 5 – 15# NCR Parts 2, 3, 4 – 14.5# NCR
Reply Envelope:	24# Bond

G. **Marginals (in red ink):**

Citation Part 1:	COURT COPY
Citation Part 2:	LAW ENFORCEMENT
Citation Part 3:	OFFICER'S COPY
Citation Part 4:	RETURN TO COURT COPY
Citation Part 5:	DEFENDANT'S COPY

H. **Stock Colors:**

Wrap around cover:	Orange
Fly Leaf:	Green
Tally Sheet:	White
Citation Part 1:	White
Citation Part 2:	Canary
Citation Part 3:	Pink
Citation Part 4:	White
Citation Part 5:	Blue
Envelope Part 6:	White
Envelope Part 7:	White

I. **Ink:** Printing on front parts shall be in black ink. Printing on back of citation parts 1 – 5 shall be gray to prevent text on back from interfering with printing on front. Citation prefix letter and number shall be in red ink on part 1; may be crash imprinted on remaining parts.

- J. **Numbers:** Each copy of the citation shall have citation number and letter prefix printed vertically to bottom margin. Crash print number on parts 1, 2, 3, 4 & 5. Citation numbers shall be in consecutive order in each book. First and last number, including alpha prefix, of citation contained in each book shall appear on tally sheet. **Vendor shall guarantee no missing numbers and no duplicates within run (0% waste).** Numbers shall be in increments of 25 whereby the last two digits of the first citation in each book are 01, 26, 51 and 76. The last two digits of the last citation in each book are 25, 50, 75 and 00. **Entire shipment shall be returned to vendor if any numbers are missing within the run.** Each citation within the 5-part set shall have numbers 1 through 5 in 10% screen, 1-1/2" high in center of citation on face side. **Citation numbers in upper right corner and lower right corner shall match.**
- K. **Font:** FFCOU
- L. **Barcoding:** Code 3 or 9 barcode in which a combination of 3 out of 9 bits represent the digits 0-9, a 26 alpha character set, and special characters; barcode length 1-1/4". **Human readable case number shall appear below barcode in a font approved by customer.** Black ink. Barcode height is .325", and shall appear upper right corner of parts 1 and 4 of citation, and in the center of the reverse side of envelope (part 6).
- M. **Proof:** Prior to printing, vendor must send digitized or camera ready proof to Joan Baer at the District Court of Maryland, Administrative Services Office, 580 Taylor Avenue, A-3, Annapolis, MD 21401. Email: joan.baer@mdcourts.gov Phone number: 410-260-1638 Hard copy proof required overnight.
- N. **Packaging:** Shall be packaged in cardboard boxes, 10 books (250 citations) in each box; 6 boxes in each carton. Each carton shall contain exactly 1,500 citations. Remainder of books shall be packaged in a separate box. **Books within each box shall be packaged sequentially with lowest number on top. Each box shall be clearly numbered with first and last number of citations contained therein.** Each carton shall be clearly labeled, identifying contents by title and form number and showing **first and last number of citation books contained therein.** The entire order shall be palletized and banded or palletized with shrink-wrap. **The entire order is to be palletized with lowest numbered citation on each pallet top.**
- O. **Citation Numbers:** The citation number consists of 7 alpha and numeric characters in the format of aannnnn (a = alpha character; n = numeric). New starting number will be provided when each shipment is requested. **Do not use the letters "O" or "I" or the combination of "MA", "MR", "SC", "SS", or "TA".**

2.3 Delivery Requirements

2.3.1 Delivery is to be made in two shipments of 20,000 books each with possible copy changes between first and second shipments. Camera-ready art will be supplied when each shipment is request. **Contact Mike Carruba at 410-424-3640 to arrange delivery.** Deliver shipment to:

Maryland Motor Vehicle Administration Warehouse
Attn: Mike Carruba
150-H Blades Lane
Glen Burnie, MD 21060

2.3.2 Initial Order: Order will include font and number series changes and any changes necessitated by legislation. Vendor shall submit proof for District Court approval within 3 weeks of placement of order. Forms shall be delivered **no later than 8 weeks** after District Court approval of proof. Delivery terms shall be FOB: Destination Freight Prepaid and Included. Failure to meet these delivery terms shall be considered a breach of contract.

2.3.3 Subsequent Order: Contractor shall be required to deliver no later than 8 weeks after the order is placed. Delivery terms and delivery address shall remain the same as in sections 2.3.1 & 2.3.2. The District Court reserves the right to request proofs on any order. If proofs are requested, then Contractor shall be required to comply with the delivery schedule of the proofs as specified in section 2.3.1 & 2.3.2.

2.4 Maryland Judiciary's Responsibilities

The Maryland Judiciary will schedule time for the delivery. The Maryland Judiciary will also provided camera-ready art.

2.5 Estimated Quantities

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

2.6 Payment

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

2.7 Insurance Requirements

- 2.7.1 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 a bid in response to this solicitation, the bidder 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.

All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate and positive notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Contractor, at least 60 days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.

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 this IFB, 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.

- 2.7.2 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.

- 2.7.3 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:

- A. 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.

- B. 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.

2.7.4 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.

- 2.7.5 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.
- 2.7.6 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.

SECTION 3 – BID FORMAT/BASIS FOR AWARD

3.1 Bid Format

3.1.1 The Bidder must submit a transmittal letter on the bidder's stationery. The sole purpose of the transmittal letter is to transmit the bid. It should be brief and signed by an individual who is authorized to commit the bidder to the services stated in this IFB. Submit the transmittal letter with the following documents to the Issuing Office (see IFB Section 1.2) prior to the submission deadline:

- Bid Sheet (IFB Attachment E) signed by authorized personnel
- Completed Bid/Proposal Affidavit with Resident Agent (IFB Attachment B)

Bids must be submitted in a sealed envelope that clearly indicates it contains a bid.

3.1.2 The insurance certificate requirements as described in IFB Section 2.7 must be received by the Procurement Officer within 10 calendar days of the notice of intent to award. In the event the insurance certificate is not received within 10 calendar days after the date of the notice of intent to award, or if such certificate is insufficient respecting the limits and scope specified herein, the Procurement Officer reserves the right to withdraw the award.

3.2 Basis for Award

Upon determination of the most favorable bid, review of the bid for responsiveness, and satisfaction that the bidder is responsible, the Procurement Officer shall, after obtaining all required approvals, award the contract to that bidder.

ATTACHMENT A – STANDARD CONTRACT AGREEMENT

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 [blank] 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 (Invitation for Bids)
- Exhibit C: Contractor’s bid

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

[blank]

3. Consideration and Payment

- 3.1 The Contractor shall be compensated for [blank]. The total price for the goods/services to be provided by Contractor under the contract shall be [blank].
- 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

(the language in this section applies to software, computer engineering and related situations. It would not be applicable in situations involving the purchase of furniture and related items for example).

- 5.1 The Contractor agrees to furnish the AOC with copies of the following (all of which, for purposes of this Agreement, shall be deemed Type I Materials): computations, computer files, data, model(s), transmittal letters, response letters, and all other documents or correspondence pertinent to the operation of the

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

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

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

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

6. Warranties The Contractor hereby represents and warrants that:

6.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain 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):

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

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

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

Contractor:

In Witness Whereof, the parties have signed this Agreement this _____ day of _____, 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: _____

**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT
ANTI-BRIBERY, NON-COLLUSION, FINANCIAL DISCLOSURE
AND PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

Finance and Procurement Article of the Annotated Code of Maryland; and

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

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

1. By submission of its proposal or offer, the Contractor, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the Contractor shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the Contractor knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the Contractor has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about;

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by subsection 2(b), above;

(h) Notify its employees in the statement required by subsection 2(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Procurement Officer within ten (10) days after receiving notice under subsection 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under subsection 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace;

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of subsection 2(a)-(j), above.

2. If the Contractor is an individual, the individual shall certify and agree as set forth in subsection 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The Contractor named above is a domestic _____, foreign _____, corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name _____

Address _____

(If not applicable, so state)

2. Except as validly contested, the Contractor has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessment and Taxation, and the Department of Economic and Employment Development, as applicable and will have all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure the contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the contract.

M. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above Contractor with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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)

ATTACHMENT C – 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.

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)

ATTACHMENT D – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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):

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.

(Date) By: _____
(Affiant)

ATTACHMENT E – PRICE WORKSHEET

Maryland Judiciary
 Administrative Office of the Courts
 580 Taylor Avenue, 4th Floor
 Annapolis, MD 21401

The bid price, based on the specification from the Invitation for Bids No. K11-0054-87

Description	Qty.	Unit Price	Extended Price
DR-49 Maryland Uniform Complaint and Citation Books, as specified (Year 1 –Base Term)	40,000		
DR-49 Maryland Uniform Complaint and Citation Books, as specified (Year 2 – Option One)	40,000		
DR-49 Maryland Uniform Complaint and Citation Books, as specified (Year 3 – Option Two)	40,000		
		\$	\$
		Total Bid Price	\$

Firm Name

Fed ID # _____

Address (must include street address)

 Type or Print Name and Title

 Contact Phone Number

 Email Address

 Signature

 Date

ATTACHMENT F – DR-49 (REV. 1/2011) – FOR REFERENCE ONLY

Attachment F is available as a separate PDF document for reference only.

Changes have been made since the last printing of the DR-49 Maryland Uniform Complaint and Citation books. **Please use the DR-49 (1/2011) for reference only.** The current version camera-ready artwork and beginning citation number will be provided to Contractor when each shipment is requested.

ATTACHMENT G – DR-49 (REV. 1/2011) COVER – FOR REFERENCE ONLY

Attachment G is available as a separate PDF document for reference only.

Changes have been made since the last printing of the DR-49 Maryland Uniform Complaint and Citation books. **Please use the DR-49 (1/2011) for reference only.** The current version camera-ready artwork and beginning citation number will be provided to Contractor when each shipment is requested.