



**STATE OF MARYLAND  
ADMINISTRATIVE OFFICE OF THE COURTS  
2003 C COMMERCE PARK DRIVE  
ANNAPOLIS, MARYLAND 21404-0466**

**INVITATION FOR BIDS (IFB) NO. K11-0093-25Y**

**FOR  
X-RAY Inspection System**

**ISSUED:  
May 20, 2011**

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  
2003 C COMMERCE PARK DRIVE  
ANNAPOLIS, MARYLAND 21404-0466**

**INVITATION FOR BIDS (IFB) NO. K11-0093-25Y**

**IFB Issue Date:** May 20, 2011

**IFB Issuing Office:** Department of Procurement and Contract Administration

**Procurement Officer:** Lisa Peters  
(410)260-1265  
Lisa.peters@mdcourts.gov

**Bids are to be sent to:** Department of Procurement and Contract Administration  
2003 C Commerce Park Drive  
Annapolis, Maryland 21401  
  
Attention: Lisa Peters

**Pre-Bid Conference:** Not Applicable

**Closing Date and Time:** May 31, 2011 at 2:00 pm (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.....	5
1.7 Questions/Inquiries .....	5
1.8 Contract Manager .....	5
1.9 Contract Type.....	5
1.10 Term of Contract .....	5
1.11 Bid Opening .....	5
1.12 Duration of Bid Offer .....	6
1.13 Revisions to the IFB.....	6
1.14 Cancellation of the IFB; Rejection of all Bids.....	6
1.15 Bid Acceptance .....	6
1.16 Multiple or Alternative Bids.....	6
1.17 Incurred Expenses .....	6
1.18 Protests.....	7
1.19 Public Information Acts Notice .....	7
1.20 Compliance with Law; Arrearages.....	7
1.21 Bid/Proposal Affidavit .....	7
1.22 Mandatory Contractual Terms.....	7
1.23 Verification of Registration and Tax Payment .....	7
1.24 Bidder Responsibilities.....	8
SECTION 2 - SCOPE OF SERVICES .....	9
2.1 General .....	9
2.2 Specifications .....	9
2.3 Delivery Requirements.....	11
2.4 Estimated Quantities .....	11
2.5 Payment.....	11
2.6 Insurance Requirements .....	2
SECTION 3 – BID FORMAT/BASIS FOR AWARD.....	4
3.1 Bid Format.....	4
3.2 Basis for Award.....	4
ATTACHMENT A – STANDARD CONTRACT AGREEMENT .....	5
<b>STANDARD TERMS AND CONDITIONS .....</b>	<b>5</b>
ATTACHMENT B – BID/PROPOSAL AFFIDAVIT .....	15
ATTACHMENT C – CONTRACT AFFIDAVIT .....	21
ATTACHMENT D - PRICE BID SHEET – IFB #.....	22

## SECTION 1 - GENERAL INFORMATION

### 1.1 Purpose

The purpose of this IFB is to provide information to bidders interested in submitting a bid to provide an X-Ray Screening Equipment specified herein will be used in such a manner as to prohibit the introduction of explosives, firearms, knives, and/or other weapons in the mail. 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 the Issuing Office.

Lisa Peters  
Department of Procurement and Contract Administration  
2003 C Commerce Park Drive  
Annapolis, Maryland 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

Your bid must arrive at the aforementioned office no later than 2:00 pm on **May 31, 2011, 2:00 p.m. EST**, in order to be considered. Bids shall be marked **IFB No. K11-0093-25Y X-Ray Inspection System**, on the outside of the envelope.

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 IFP, 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 the 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 bid 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 Lisa Peters.
- i. IFB means the Invitation for Bids for X-Ray Inspection System, # K11-0093-25Y dated May 20, 2011, including any and all amendments.
- j. State of Maryland business hours means 8:00 am – 5:00 pm Monday – Friday.

### **1.6 Pre-Bid Conference**

A pre-bid conference will not be held.

### **1.7 Questions/Inquiries**

All questions must be submitted in writing to Lisa Peters by May 25, 2011 Questions will be accepted by email at [lisa.peters@mdcourts.gov](mailto:lisa.peters@mdcourts.gov).

### **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: Jessica Pitts (410)-260-1226.

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 maintenance renewal options at its discretion.

### **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 bids 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 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.

### **1.21 Bid/Proposal Affidavit**

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

### **1.22 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 Exhibit C of this IFB. A bid that takes exception to these terms will be rejected.

### **1.23 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.

## **1.24 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 Administrative Office of the Courts is soliciting bids for an X-Ray Inspection System with Organic/Inorganic Identification. The equipment covered by this specification will provide security personnel a means by which the mail entering the facility will be examined to insure that no weapons, explosives or incendiary devices are transported through mail, including packages.

### 2.2 Specifications

#### 2.2.1 GENERAL:

Bidder shall base their bid on meeting or exceeding the overall capabilities of the Rapiscan 618XR X-Ray Detection System. The equipment must be new, not a used or a demonstrator unit, and must be from the manufacturer's latest product offering and incorporate the manufacturer's newest technology and electronic design. All design and performance specifications must be documented on the manufacturer's product cut sheets through photographs of the unit, the unit's dimensional drawings and the unit's performance specifications. Failure to supply this information may be cause for rejection of the bid.

#### 2.2.1 PHYSICAL CHARACTERISTICS:

The District Court of Maryland currently employs the use of the Rapiscan 515 X-Ray Detection System and due to limited space in the targeted facility, the unit should meet the same technology standards as the 515 model, but configured in an approximate size as the Rapiscan 618XR, equipped with monitor housing and lockable keyboard. Tabletop x-ray units are not acceptable.

#### 2.2.2 UNIT OPERATION:

The unit(s) must have the following operating features an option:

Control panel must be lockable

Monitor shall be a single 17" model

Power shall be supplied by standard 110 volt

A minimum 140kV Generator, of the hermetically sealed oil bath type

Multi-Energy (Organic/Inorganic Classification), or comparable feature

Crystal Clear (tm), or comparable feature

EPX (tm), w/TIP (Non-FAA) Enhanced Performance X-Ray, or comparable feature

Variable Zoom with Zoom Position Locator Previous Item(s) Review (without reversing/stopping belt)

Image Store or comparable feature

Operator Training Program (OTP)

### **2.2.3 ORGANIC/INORGANIC IDENTIFICATION:**

The unit must have *one* monitor, capable of switching between a black and white density-based image analysis and the ability to image process by way of four color assignments, enabling the operator to distinguish between organic and inorganic material. After identifying a material as organic (orange) or inorganic (blue) the unit must color the item according to density, i.e., the more dense the item, the darker the color.

### **2.2.4 ORGANIC AND INORGANIC STRIPPING CAPABILITY:**

The unit must be capable of allowing the operator to strip from the screen any organic or inorganic information by means of a single button without stopping the conveyor belt, leaving only the important organic or inorganic information highlighting the potential threat areas.

### **2.2.5 SEMI-AUTOMATED EXPLOSIVE DETECTION:**

The system must have a single key on the keyboard which, when pressed, will search the entire screen image for items that represent potential explosives. The analysis will be based on each item's atomic number-numbers 6, 7, and 8 in particular, the item's size, and the item's density. Items that represent potential threats will be highlighted in red on the color capable organic/inorganic monitor.

### **2.2.6 SYSTEM SELF-DIAGNOSTICS AND ERROR CORRECTION:**

The unit must have a system self-diagnostics and error corrections capabilities.

### **2.2.7 ENTRY EXIT TABLES:**

The machine shall come equipped with one 18" stainless steel entry table and one 36" to 39" stainless steel exit table. A roller style table must have pop-out roller interface with the conveyor belt. Tables must be included in the pricing, and not as an option.

### **2.2.8 MAINTENANCE SUPPORT:**

The unit's manufacturer must provide a nationwide technical service network with toll-free (800 or equivalent) telephone support available 24 hours a day. On-site service must be available Monday through Fridays. The Bidder must provide documentation of their products MTBF (Mean Time Between Failures) average, to include, the average costs for parts per unit per year. Bidders shall quote travel costs for each repair, and estimate ten visits per unit after warranty. These cost will be factored into the total bid costs.

Maryland regulations require any x-ray unit subject to an annual preventative maintenance service as recommended by the manufacturer, to undergo such service yearly. Bidders shall document the cost of such service, to include any and all expenses relating to performing such service. If the unit does not recommend or require an annual preventative maintenance service, the bidders shall provide such documentation.

### **2.2.9 INSTALLATION:**

The bidders shall provide a factory-trained service technician to install the system.

### **2.2.10 TRAINING:**

The bidders shall provide the following operator training:

On-site operator training consisting of a minimum of four hours at the time of installation, with a minimum of one hour dedicated to radiation safety. All training to be conducted during business hours.

On-site, post installation operator training consisting of a minimum of four hours, to be scheduled four weeks after initial installation and training, if deemed necessary by the AOC. This training may be scheduled during business hours

### **2.2.11 WARRANTY SERVICES:**

A minimum of three years parts, labor, and all travel expenses will be delivered with the unit.

## **2.3 Delivery And Installation**

**2.3.1 Inside Delivery.** Delivery and installation are to be arranged and coordinated in advance with Jessica Pitts.

## **2.4 Estimated Quantities**

AOC reserve 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.

## **2.5 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.

## 2.6 Insurance Requirements

- 2.6.1 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.

- 2.6.2 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.

- 2.6.3 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.

#### 2.6.4 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.

- 2.6.5 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.
- 2.6.6 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 D) 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 2.6 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

Contract number: **XXX-XXXX-XX**

MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS  
**TITLE OF THE PROCUREMENT**

### STANDARD TERMS AND CONDITIONS

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between the Administrative Office of the Courts (the “AOC”) in the State of Maryland and **corporate name plus address** (the “Contractor”) with Federal Taxpayer Identification Number **XX-XXXXXXX**.

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

#### **1. Scope of Contract**

- 1.1 The Contractor shall provide **describe product** (hereinafter the “Goods”) **and/or services** (hereinafter “Services”), and other deliverables in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

Exhibit B: Request for Proposal dated **issue date** and all amendments and exhibits thereto (collectively referred to as the “RFP”)

Exhibit B: Contractor’s Proposal dated **date of response** and subsequent BAFO dated \_\_\_\_\_ **2011** (collectively referred to as “the Proposal”)

- 1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract 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. No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section.
- 1.4 Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, 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 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.

- 1.5 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.

## **2. Term of the Contract**

Unless the Contract is terminated earlier as provided herein, the term of the Contract is the period beginning on **month/ day/, 2011** and ending on **month/day/year**. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including **specify** additional successive one-year terms, if any.

## **3. Consideration and Payment**

- 3.1 In consideration of the satisfactory performance of the **(Choose one or both of the following) Services or, delivery of the Goods**, the AOC shall pay the Contractor in accordance with the terms of this Contract and at the rate specified in the Proposal. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to the original form of this Contract may not exceed **\$.....** (the “NTE Amount”).
- 3.2 All invoices shall be submitted within 30 calendar days after the completion and acceptance by the AOC for each deliverable and include the following information: name and address of the AOC; vendor name; remittance address; federal taxpayer identification or (if owned by an individual) his/her social security number; invoice period; invoice date; invoice number; amount due; retainage (if applicable), and the deliverable ID number for the deliverable being invoiced. **(Delete the following if not applicable** Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the requested information.
- 3.3 Payments to the Contractor for each deliverable shall be made no later than thirty days after the acceptance of the deliverable and receipt of a proper invoice from the Contractor. Charges for late payment of invoices are prohibited.
- 3.4 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. Final payment shall not be construed as a waiver or termination of any rights and remedies available to AOC for any failure of Contractor to perform the Contract in a satisfactory and timely manner.



#### **4. Warranties**

The Contractor hereby represents and warrants that:

- 4.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;
- 4.2 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;
- 4.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- 4.4 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.

#### **5. Patents and Copyrights, if applicable**

- 5.1 If the Contractor furnishes any design, device, material, process, code, 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 for AOC's use of such item or items.
- 5.2 The Contractor shall defend or settle, at its own expense, any claim or suit against the State, AOC, or their employees acting within the scope of employment, alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also shall pay all damages and costs that by final judgment might be assessed against the State, AOC, or their employees acting within the scope of employment, due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit.
- 5.3 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 shall, at its option and expense: a) procure for the AOC 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.
- 5.4 If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, code, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the AOC, 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.

## **6. 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.

## **7. Non-employment of Contractor's employees**

Nothing in this contract shall be construed to create an employment relationship between AOC and any employee of either the Contractor or Contractor's subcontractors. Contractor is responsible for the acts and omissions of its agents, employees, and subcontractors.

## **8. Disputes**

Any claim regarding the proper interpretation of this Contract 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 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 performed, construed, interpreted, and enforced according to the laws of the State of Maryland, including State Government Article § 12-204. No action relating to this contract shall be brought in any forum other than Maryland, whether or not the AOC and State are parties to such an action.

## **10. 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.

## **11. Non-discrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against any person 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.

## **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

Contract, 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 Contract.

### **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 AOC'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 AOC 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 AOC 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 AOC 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 AOC's option, become the AOC's property. The AOC 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 AOC can affirmatively collect damages.

### **15. Termination for Convenience**

The performance of work under this Contract may be terminated by the AOC in accordance with this clause in whole or, from time to time, in part whenever the AOC determines that such termination is in the AOC's best interest. The AOC 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 Contract 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 an AOC 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 AOC 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 AOC's convenience.

### **18. Pre-existing Regulations**

The applicable statutes and regulations of the State of Maryland, including those of the Judiciary, are incorporated in this Contract.

### **19. Financial Disclosure**

The Contractor shall comply with the provisions of § 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland.

### **20. Political Contribution Disclosure.**

The Contractor shall comply with Title 14 of the Election Law of Maryland.

### **21. Right to Audit**

The Contractor shall cooperate fully with any audit conducted by the State. The Contractor shall retain and maintain all records and documents relating to this Contract for five (5) years after final payment by the AOC hereunder and shall make them available for inspection and audit by authorized representatives of the State and AOC, 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 AOC.

### **23. Cost and Price Certification**

By submitting cost or price information, the Contractor certified to the best of its knowledge that the information submitted was accurate, complete, and current as of **(enter the date of the 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 the date of the financial proposal 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 Procurement Officer's prior written approval, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the Procurement Officer's prior written approval. Any such subcontract or assignment shall be subject to any terms and conditions that the Procurement Officer deems necessary to protect the interest of the State. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

## **25. Indemnification**

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 The Contractor shall immediately notify the Procurement Officer of any claim, suit or action 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 shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.

## **[ DELETE FOR most contracts and re-number subsequent sections and sub-sections]26. Limitation of Liability**

Without prejudice to AOC's right to pursue non-monetary remedies, Contractor shall be liable as follows:

- 26.1 For infringement of patents, trademarks, trade secrets, and copyrights, as provided in paragraph 5 of this Contract;
- 2.6.2 For damages arising out of death or bodily injury or property damage, no limitation;
- 2.6.3 For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form of such actions, Contractor's liability shall not exceed [two (2)] times the NTE amount. Notwithstanding the foregoing, Contractor's liability for third-party claims shall be unlimited.

**27. Public Information Act Notice**

The AOC provides public access to records in accordance with § 10-617(d) of the State Government Article, Annotated Code of Maryland, and other laws 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 records pertaining to this contract, the Contractor may be contacted, as circumstances allow, to express its views on the availability of requested information. The final decision on release of any information rests with the AOC.

**28. Conflict of Interest**

28.1 "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 AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.

28.2 "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.

28.3 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.

28.4 The following facts or circumstances give rise or could in the future give rise to a conflict of interest (Contractor: explain details-attach additional sheets if necessary; **if none, so state**):

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28.5 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 Contract as well as disciplinary action against an employee for whom a conflict exists.

**29. Ownership and Rights in Data, if applicable**

29.1 In addition to the requirements stated in the RFP, the Contractor agrees to furnish

the AOC with copies of the following: computations, computer files, data, model(s), transmittal letters, response letters, training materials, and all other documents or correspondence pertinent to the Goods or Services produced or received as part of this Contract and any amendments thereto. In addition, all hardware and software developed, created, modified, or configured (“Developed Materials”) in accordance with the terms of this Contract are, and shall remain, the exclusive property of the AOC. Licenses for all “commercial off the shelf” software (“COTS software”) shall be provided to the AOC with all rights to use those materials. For all COTS materials delivered to AOC under this Contract, the Contractor shall provide the AOC, at no additional cost, with copies of all end user software licensing agreements in accordance with the OEM’s standard software license and paid-up licenses through the maintenance period.

- 29.2 The AOC shall be the owner of all Developed Materials and shall be entitled to use, transfer, disclose, and copy them in any manner, without restriction and without compensation to the Contractor. Without AOC’s prior written consent, the Contractor may neither use, execute, reproduce, display, perform, distribute (internally or externally), retain copies of, or prepare derivative works based on, these Materials nor authorize others to perform those acts.
- 29.3 The Contractor agrees that, at all times during the terms of this Contract and thereafter, all Developed Materials created pursuant to this Contract shall be “works for hire” as that term is interpreted under U.S. copyright law. To the extent that any of these 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) in such materials, and shall cooperate with the AOC in effectuating and registering any necessary assignments.
- 29.4 The Judiciary shall retain full ownership over any materials that the Judiciary provides to the Contractor under this Contract.

### **30. 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:** specify

**Contractor:** specify

**SIGNATURES:**

In Witness Whereof, the parties have signed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2011

**Contractor:**

\_\_\_\_\_(SEAL)

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

Signature  
Authorized Representative

**Maryland Judiciary**

By: \_\_\_\_\_  
Susan S. Howells, Executive Director  
Procurements and Contract Administration

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

**Approved for form and legal sufficiency this \_\_\_\_ day of \_\_\_\_\_, 2011**

\_\_\_\_\_  
David R. Durfee Jr.  
Executive Director, Legal Affairs

**Approved:**

\_\_\_\_\_  
Frank Broccolina  
State Court Administrator

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 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 it's 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.**

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

**ATTACHMENT D - PRICE BID SHEET – IFB K11-0093-25Y**

PRICE WORKSHEET  
SOLICITATION NO. K11-0093-25Y

<b>Description</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Extended Price</b>
X-Ray Inspection System with Organic/Inorganic Identification	1	\$	\$
System Delivery	1	\$	\$
System Installation	1	\$	\$
System Set-Up	1	\$	\$
System Training On-Site at the time of Installation	1	\$	\$
System Training On-Site Post Installation (Optional)	1	\$	\$
System Maintenance Support (24 X 7 telephone support and Monday – Friday on-site support)	1	\$	\$
System Warranty (3 year parts, labor, and all travel expenses)	1	\$	\$
System Warranty Extension Year One (Optional)	1	\$	\$
System Warranty Extension Year Two (Optional)	1	\$	\$
System Warranty Extension Year Three (Optional)	1	\$	\$
		<b>Total Bid Price</b>	\$