



**STATE OF MARYLAND  
ADMINISTRATIVE OFFICE OF THE COURTS  
PROCUREMENT AND CONTRACT ADMINISTRATION  
2003C COMMERCE PARK DRIVE  
ANNAPOLIS, MD 21401**

**INVITATION FOR BID (IFB) NO. K14-0051-29**

**FOR**

**Ricoh/Lanier Pro 812OS Black and White (B&W) Production Printers**

**ISSUED:**

**MAY 30, 2014**

Offerors are specifically directed NOT to contact any Judiciary personnel or its contracted consultants for meetings, conferences, or discussions that are specifically related to this IFB at any time prior to any award and execution of a contract. Unauthorized contact with any Judiciary personnel or the Judiciary contracted consultants may be cause for rejection of the Offeror's proposal.

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  
PROCUREMENT AND CONTRACT ADMINISTRATION  
ANNAPOLIS, MARYLAND 21401**

**INVITATION FOR BIDS (IFB) NO. K14-0051-29  
3 Ricoh/Lanier Pro 8120S B&W Production Printers**

**IFB Issue Date:** May 30, 2014

**IFB Issuing Office:** The Administrative Office of the Courts  
Procurement and Contract Administration  
2003C Commerce Park Drive  
Annapolis, MD 21401

**Procurement Officer:** Colleen Cantler, Procurement Officer  
410-260-1591  
[Colleen.cantler@mdcourts.gov](mailto:Colleen.cantler@mdcourts.gov)

**Bids are to be sent to:** Colleen Cantler  
The Administrative Office of the Courts  
Procurement and Contract Administration  
2003C Commerce Park Drive  
Annapolis, MD 21401

**Pre-Bid Conference:** N/A

**Closing Date and Time:** June 16, 2014, 2:00pm (EST)

Offerors are specifically directed NOT to contact any Judiciary personnel or its contracted consultants for meetings, conferences, or discussions that are specifically related to this IFB at any time prior to any award and execution of a contract. Unauthorized contact with any Judiciary personnel or the Judiciary contracted consultants may be cause for rejection of the Offeror's proposal.

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## 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 State's requirements for the purchase, delivery, installation and training for three Ricoh/Lanier Pro 812OS black and white production printers. 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 Procurement Officer:

Colleen Cantler  
Department of Procurement and Contract Administration  
2003 C Commerce Park Drive  
Annapolis, Maryland 21401  
Colleen.cantler@mdcourts.gov

### 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 and 2 bound copies of each bid must be received by the Procurement Officer at the address listed in the Key Information Summary Sheet by **Monday June 16, 2014, 2:00 p.m. EST**, in order to be considered. Bids shall be marked **IFB No. K14-0051-29; Ricoh/Lanier Pro 812OS B&W Production Printers**, 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 IFB, 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 Attachment 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 currently so certified by the Maryland State Department of Transportation.
- 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 Colleen Cantler).
- i. IFB means the Invitation for Bids for K14-0051-29, Ricoh/Lanier Pro 812OS B&W Production Printers dated May 30, 2014, including any and all amendments.
- j. Project Manager means State representative that serves as the technical manager for the resulting contract. The Project Manager monitors the daily activities of the contract and provides technical guidance to the Contractor. IFB Section 1.8 identifies the Project Manager for this contract.
- k. 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**

The Issuing Office will accept written questions from prospective bidders via email. Time permitting, answers to all substantive questions that are not clearly specific only to the requestor, will be posted on the Maryland Judiciary and eMaryland Marketplace websites.

#### **1.8 Project Manager**

The Project Manager monitors the daily activities of the contract and provides technical guidance to the Contractor. The Project Manager is:

Eric Brown, JIS

The AOC may change the Project 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**

Unless the Contract is terminated earlier as provided herein, the term of the Contract shall begin upon execution and will terminate after the three year maintenance period.

### **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 one State employee 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 posted on the Maryland Judiciary and eMaryland Marketplace websites. 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 nor 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.

1.22.1. General: “An MBE Subcontractor participation goal of **25% for installation and training only** has been established for this solicitation. Each offeror/bidder shall complete, sign and submit MJUD MBE Form A “Schedule for Participation of Minority Business Enterprise and MJUD MBE Form B “Minority Contractor Project Disclosure and Participation Schedule” (MJUD FORM B) at the time it submits its technical proposal or bid response.”

1.22.2 Waiver: “If the offeror/bidder is unable to achieve the MBE participation goal, it shall request a waiver in whole, or in part, of the overall goal by checking the second box on

the MJUD MBE FORM A. Failure to indicate the need for a waiver will result in the Judiciary's rejection of the bid/proposal."

1.22.3 After Notice of Apparent Awardee: "If bidder/offeror is notified that bidder/offeror is the apparent awardee or as requested by the Procurement Officer, bidder/offeror must submit the following documentation within 10 business days of receiving such notice:

- (a) MJUD MBE Form C - Outreach Efforts Compliance Statement;
- (b) MJUD MBE Form D - Subcontractor Project Participation Statement;
- (c) MJUD MBE Form E - MBE Waiver Request and additional documentation per the Good Faith Checklist provide in the RFP, Attachment K (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/offeror's susceptibility of being selected for award in connection with the certified MBE participation goal.

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

### **1.23 Bid Proposal Affidavit**

All bidders that submit a response to this IFB shall complete Attachment B – Bid Proposal Affidavit. 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.

#### **1.24 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.

#### **1.25 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 Background

The Administrative Office of the Courts, Judicial Information Systems (JIS) is seeking one Contractor to furnish, deliver, install and provide training for three Ricoh/Lanier Pro 812OS black and white production printers as specified in IFB Section 2.2.

JIS is comprised of six units including technology research and development, application development and support, hardware installation and maintenance, operation of the Data Center computer systems, and support of online case management and business applications at the District and Circuit Courts across the Maryland.

### 2.2 Specifications

The Contractor shall provide and deliver three Ricoh/Lanier Pro 812OS production printers with the following specifications:

- 2.2.1 Ricoh/Lanier Pro 812OS, black and white – Mainframe Printer - Up to 135 PPM; Cut Sheet Laser: 1.7 GHz Freescale MC7448;
- 2.2.2 Processor, 1 GB Memory, 160 GB HDD, 3000 Sheet Standard Paper Capacity;
- 2.2.3 RT5040-Large Capacity Feeder, Three A3/Ledger Trays (1,000 + 2,000 + 1,000);
- 2.2.4 1PDS, P-Models Solutions Software
- 2.2.5 TRCU, 812OS Kit
- 2.2.6 SR5000 Finisher
- 2.2.7 Postscript 3/Unit Type S1

### 2.3 Existing Printers Trade in Value, Removal and Disposal

#### Trade in Value Ricoh/Lanier Pro 812OS Printers:

The Contractor shall calculate and deduct (credit) the trade in value for the three existing Ricoh/Lanier Pro 1357 production printers.

- Serial Number S6601200026: Approximate meter reading 9756803
- Serial Number S6601200019: Approximate meter reading 7311931
- Serial Number S6601200020: Approximate meter reading 11889483

#### Removal and Disposal

Clean up and disposal of all packing materials and removal and disposal of the three existing Ricoh/Lanier Pro 1357 printers must be completed at the same time as delivery and installation of the new printers.

**2.4 Delivery, Installation and Training Requirements**

Delivery and Installation:

Inside delivery and installation during regular business hours required. Delivery and installation required 30 days from receipt of notice to proceed (purchase order). Please contact the Project Manager to schedule.

Delivery Address and Contact Information:

Judicial Information Systems (JIS)  
2661 Riva Road, Suite 900  
Annapolis, MD 21401  
Mr. Eric Brown, Project Manager, 410-260-1095

Training Requirements

The training session will be located at JIS, at the above address, and shall last no more than 6 hours (2 hour intervals), with 5 people at each session. No manuals or documentation will be required. The training shall be scheduled in advance with the Project Manager, as follows:

1<sup>st</sup> training: 7:00 am to 9:00 am

2<sup>nd</sup> training: 10:00 am to 12:00 pm

3<sup>rd</sup> training: 2:30 pm to 4:30 pm.

**2.5 Warranty and Maintenance Requirements**

Warranty:

The Contractor shall provide the standard one year manufacturer’s warranty.

Maintenance Requirements:

The Contractor shall provide ServicePac, In Warranty, Ricoh/Lanier Pro 812OS Infoprint Onsite maintenance, 24x7x365, SD, 500K Double click usage Plan; \$0.0035/per page after 500K/month, or better.

The plan shall include all parts, labor, and toner excluding paper and staples. Maintenance shall begin after the installation and acceptance by the AOC of the printers and shall continue for 3 years.

**2.6 Payment**

Subject to the acceptance of the products and services, the Contractor may invoice for the appropriate charges. An invoice must be submitted to Judicial Information Services, Attn: Eric

Brown, 2661 Riva Road, Suite 900, Annapolis, Maryland 21401. 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 Contractor 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 prior to the submission deadline:

3.1.2 The Bidder must provide a Letter of Authorization from Ricoh/Lanier. The Letter of Authorization shall certify that the Contractor is an authorized reseller of the Manufacturer's products and services. The Letter of Authorization shall be on the Manufacturer letterhead or through a Manufacturer e-mail. Each Letter of Authorization or e-mail must provide the following information:

- Manufacturer POC name and alternate for verification
- Manufacturer POC mailing address
- Manufacturer POC telephone number
- Manufacturer POC email address
- Manufacturer POC fax number
- If available, a Re-seller Identifier

3.1.3 Bidders that do not submit a Letter of Authorization may be deemed non-responsive.

3.1.4 Documents that must be submitted with bid:

- Letter of Authorization
- Completed Bid/Proposal Affidavit with Resident Agent (IFB Attachment B)
- Bid Sheet (IFB Attachment D) completed and signed and dated by authorized personnel.
- MBE Forms A and B (MBE forms must be completed and submitted with the bid. Failure to submit the MBE forms will result in the proposal being deemed non-responsive. Instructions are provided with the forms.)

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

3.1.5 The insurance certificate requirements as described in IFB Section 2 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.

## ATTACHMENTS

Attachment A	Standard Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Bid Proposal Price Sheet
Attachment E	MBE Forms A-E



## ATTACHMENT A – STANDARD CONTRACT AGREEMENT

**Contract number: K14-0051-29**

**MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS  
Ricoh/Lanier Pro 812OS Production Printers**

### STANDARD TERMS AND CONDITIONS

This Contract is made this \_\_\_\_ day of \_\_\_\_\_ 2014, 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 and deliver three Ricoh/Lanier Pro 812OS B&W Production printers (herein “products”) including installation, training, and maintenance (herein “services”) 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: Invitation for Bid dated **issue date** and all amendments and exhibits thereto (collectively referred to as the “IFB”)

Exhibit B: Contractor’s Bid dated **date of response** (collectively referred to as “the Bid”)

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 shall begin upon execution and will terminate after the three year maintenance period.

## **3. Consideration and Payment**

- 3.1 In consideration of the satisfactory acceptance of the products and services, the AOC shall pay the Contractor in accordance with the terms of this Contract and at the rates specified on the Bid Sheet. 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 to Judicial Information Services, Attn: Eric Brown, 2661 Riva Road, Suite 900, Annapolis, Maryland 21401 within 30 calendar days after the completion and acceptance of the products and services by the AOC and shall 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.
- 3.3 The serial number, make, and model numbers should be included on the invoices. All invoices for maintenance services shall be billed yearly. 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 the products and services shall be made no later than thirty days after the acceptance 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. 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.

#### **6. 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.

#### **7. 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.

#### **8. 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.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. Pre-existing Regulations**

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

#### **18. 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.

#### **19. Political Contribution Disclosure.**

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

#### **20. 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.

## **21. 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 bid sheet)**. 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 bid sheet was inaccurate, incomplete, or not current.

## **22. 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.

## **23. Indemnification**

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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.

## **24. 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.

**27. Conflict of Interest**

27.1 "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.

27.2 "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.

27.3 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.

27.4 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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27.5 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.

**28. 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:** Colleen M. Cantler  
The Maryland Judiciary  
Administrative Office of the Courts  
2003C Commerce Park Drive  
Annapolis, MD 21401

**Contractor:** specify

**SIGNATURES:**

In Witness Whereof, the parties have signed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**Contractor:**

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

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

Signature  
Authorized Representative

**Maryland Judiciary**

By: \_\_\_\_\_

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

Gisela Blades, Director  
Procurements and Contract Administration

**Approved for form and legal sufficiency this \_\_\_\_ day of \_\_\_\_\_, 2014**

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

Approved:

\_\_\_\_\_

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

Pamela Harris  
State Court Administrator



## **ATTACHMENT B -BID PROPOSAL AFFIDAVIT**

(Authorized Representative and Affiant)

### **A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (print name), possess the legal authority to make this Affidavit.

### **B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

#### **B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES**

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

### **C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (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, controlling stockholders, or any of its employees directly involved in the business's

contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, 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 person(s) involved, and their current positions and responsibilities with the business):

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#### D. AFFIRMATION REGARDING OTHER CONVICTIONS

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

- (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
- (b) 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 provisions 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 in connection with the submission of bids or proposals for a public or private contract;

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

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) 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 subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations 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 the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**E. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including 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 person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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**F. 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 Sections 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 (you must indicate the reasons why the affirmations cannot be given without qualification):
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**G. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, 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.

**H. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

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

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

**I. CERTIFICATION OF TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

Except as validly contested, the business 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 Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**J. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

The business 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 business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**K. ACKNOWLEDGEMENT**

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 resulting from the submission of this bid or proposal shall be 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 business 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: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**ATTACHMENT C - CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (print name), possess the legal authority to make this Affidavit.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT: \_\_\_\_\_

The business named above is a (check applicable box):

- (1) Corporation —  domestic or  foreign;
- (2) Limited Liability Company —  domestic or  foreign;
- (3) Partnership —  domestic or  foreign;
- (4) Statutory Trust —  domestic or  foreign;
- (5)  Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_  
 Department ID Number: \_\_\_\_\_  
 Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name: \_\_\_\_\_  
 Department ID Number: \_\_\_\_\_  
 Address: \_\_\_\_\_

**C. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires 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 in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**D. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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: \_\_\_\_\_

(printed name of Authorized Representative and Affiant)

\_\_\_\_\_

(signature of Authorized Representative and Affiant)

**ATTACHMENT D - PRICE BID SHEET**

**K14-0051-29**

Quantity	Product Description	Unit Price	Total Price
3 each	<b>Delivered Price For:</b> <ul style="list-style-type: none"> <li>• Ricoh/Lanier Pro 812OS – B&amp;W Mainframe Production Printer - Up to 135 PPM; Cut Sheet Laser: 1.7 GHz Freescale MC7448;</li> <li>• Processor, 1 GB Memory, 160 GB HDD, 3000 Sheet Standard Paper Capacity;</li> <li>• RT5040-Large Capacity Feeder, Three A3/Ledger Trays (1,000 + 2,0000 + 1,000);</li> <li>• 1PDS, P-Models Solutions Software</li> <li>• TRCU, 812OS Kit</li> <li>• SR5000 Finisher</li> <li>• Postscript 3/Unit Type S1</li> </ul>		
			<b>Total</b>
	Installation and Training		
		<b>Per Year</b>	<b>Three Years</b>
	ServicePac, In Warranty, Infoprint Pro 1357 Onsite maintenance , 24x7x365, SD, 500K Double click usage Plan; \$0.0035/per page after 500K/month. Plan includes all parts, labor, and toner excluding paper and staples.  Note: Maintenance shall begin after the installation of printers and continue for 3 years.		
			<b>Trade in Value</b>
3 each	Deduct/Credit for Trade in Value - Ricoh/Lanier Pro 1357 Production Printers, Serial Numbers S6601200026, S6601200019, S6601200020		
<b>Net Grand Total:</b>			

\*Fully loaded fixed price that includes, as specified, all direct and indirect costs and profit for the Contractor to perform. Indirect costs shall include all costs that would normally be considered general and administrative costs and/or travel costs, or which in any way are allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to the Contract.

Firm Name: \_\_\_\_\_ Fed ID # \_\_\_\_\_

Address (must include street address) \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Contact Phone Number

Email Address: \_\_\_\_\_

Signature (required)

Date



**MARYLAND JUDICIARY (MJUD)  
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT  
MBE FORM A**

This affidavit must be included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this affidavit as required, the bid shall be deemed not responsive or the proposal not susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. \_\_\_\_\_ I affirm the following:

**1. MBE Participation (PLEASE CHECK ONLY ONE)**

I intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_\_ percent ( \_\_\_\_\_ %)

I agree that the MBE participation percentage of the total dollar amount of the Contract will be performed by certified Maryland Department of Transportation (MDOT) MBE firms as set forth in the MJUD MBE Participation Schedule - Part 2, MBE Form B.

**OR**

I conclude that I am unable to achieve the MBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request, MJUD MBE FORM E and all required documentation **in accordance with the Good Faith Efforts Checklist provided in the RFP, Attachment \_\_\_\_\_** For a partial waiver request, I agree that certified MBE firms will be used to accomplish the percentage of the total dollar amount of the Contract for the MBE goal, as set forth in the MBE Participation Schedule - Part 2, MJUD MBE Form B.

**2. Additional MBE Documentation**

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:

- (a) Outreach Efforts Compliance Statement (MJUD MBE Form C);
- (b) Subcontractor Project Participation Statement (MJUD MBE Form D);
- (c) MBE Waiver Request (MJUD MBE FORM E) and additional documentation **per the Good Faith Efforts Checklist provide in the RFP, Attachment \_\_\_\_\_** (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ offeror's susceptibility of being selected for award in connection with the certified MBE participation goal.

**MARYLAND JUDICIARY (MJUD)**  
**CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**  
**MBE FORM A (continued)**

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the MBE Liaison may determine that I am not responsible and therefore not eligible for contract award..

**3. Information Provided to MBE firms**

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

**4. Products and Services Provided by MBE firms**

I hereby affirm that the MBEs will provide only those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

# MARYLAND JUDICIARY (MJUD)

## MBE PARTICIPATION SCHEDULE

### MBE FORM B

## PART 1 – INSTRUCTIONS

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 AND 3 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.**

### PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals.
4. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us).
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting may not be used to meet an MBE goal.
6. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals**:
  - A. If the firm is certified as a broker of the products/supplies, for purposes of achieving the MBE participation goal, you may count **only** the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - **not** the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.
7. For each MBE firm being used as a supplier/wholesaler/regular dealer/manufacture or providing a service, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

**Example:** \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%

**WARNING:** The percentage of MBE participation, computed using the percentage amounts in Column 3 for all of the MBE firms listed in Part 1, MUST at least equal the MBE participation goal as set forth in MJUD MBE Form A for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal, then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award.

**PAGE 1 OF 2**

**MARYLAND JUDICIARY (MJUD)  
MBE PARTICIPATION SCHEDULE  
MBE FORM B**

**PART 2 – MBE PARTICIPATION SCHEDULE**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 AND 3 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.**

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MJUD MBE Form for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal set forth in Form A.
<b>NAME OF MBE SUBCONTRACTOR</b>	<b>CERTIFICATION NO. AND MBE CLASSIFICATION</b>	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL, refer to sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1. Rule.
	<b>Certification Number:</b> <hr/> <b>(If dually certified, check applicable boxes.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic Owned <input type="checkbox"/> Asian Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> American Indian/Native American Owned	<b>3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE</u></b>  <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px 0;"></div> % (Total Percentage for purposes of calculating achievement of MBE Participation goal).  <b>3.2. <u>LIST NORTH AMERICAN INDUSTRY CODES (NAICS) SUBCONTRACTOR WILL BE PERFORMING WORK UNDER</u></b> <hr/> <hr/> <hr/>

Please check if Continuation Sheets are attached.

**MARYLAND JUDICIARY (MJUD)  
 MBE PARTICIPATION SCHEDULE  
 MBE FORM B (CONTINUED)**

**PART 2 – MBE PARTICIPATION SCHEDULE**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 AND 3 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.**

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MJUD MBE Form for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal set forth in Form A.
<b>NAME OF MBE SUBCONTRACTOR</b>	<b>CERTIFICATION NO. AND MBE CLASSIFICATION</b>	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL, refer to sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1. Rule.
	<b>Certification Number:</b> <hr style="border: 0.5px solid black;"/> <b>(If dually certified, check only one box.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr style="border: 0.5px solid black;"/>	<b>3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE</u></b>  <div style="background-color: #cccccc; padding: 2px; display: inline-block; width: 100px; height: 15px;"></div> % (Total Percentage for purposes of calculating achievement of MBE Participation goal).  <b>3.2. <u>LIST NORTH AMERICAN INDUSTRY CODES (NAICS) SUBCONTRACTOR WILL BE PERFORMING WORK UNDER</u></b> <hr style="border: 0.5px solid black;"/> <hr style="border: 0.5px solid black;"/> <hr style="border: 0.5px solid black;"/>

Please check if Continuation Sheets are attached.

**MARYLAND JUDICIARY (MJUD)**  
**MBE PARTICIPATION SCHEDULE**  
**MBE FORM B**

**PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL  
AS DIRECTED IN THE INVITATION TO BID/ REQUEST FOR PROPOSALS.**

I hereby affirm that I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT MBE Directory for each of the MBE firms listed in Part 2 of this MJUD MBE Form B for purposes of achieving the MBE participation goals that were identified in the MJUD MBE Form A that I submitted with this solicitation, and that the MBE firms listed are only performing those products/services/areas of work for which they are certified. I also hereby affirm that I have read and understand the form instructions set forth in Part 1 of this MJUD MBE Form B.

The undersigned Prime Contractor hereby certifies and agrees that he/she has fully complied with the MJUD’S Minority Business Enterprise requirements,

**Please Note: A contractor may not identify a certified minority business enterprise in a bid or proposal and:**

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MJUD MBE Form B are true to the best of my knowledge, information and belief.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**MARYLAND JUDICIARY (MJUD)  
OUTREACH EFFORTS COMPLIANCE STATEMENT  
MBE FORM C**

In conjunction with the bid/proposal submitted in response to Solicitation No. \_\_\_\_\_, I certify that :

1. I took the following efforts to identify subcontracting opportunities in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for the identified subcontract opportunities.
3. I r made the following attempts to personally contact the solicited MBE firms:
4. **Please Check One:**
  - This project does not involve bonding requirements.
  - I assisted MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS)
5. **Please Check One:**
  - I did attend the pre-bid/pre-proposal meeting/conference.
  - No pre-bid/pre-proposal meeting/conference was held.
  - I did not attend the pre-bid/pre-proposal meeting/conference.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

# MARYLAND JUDICIARY (MJUD) MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT MBE FORM D

**FAILURE TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME WILL RESULT IN THE BID/OFFER BEING DEEMED NOT ELIGIBLE FOR CONTRACT AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED IN THE MBE PARTICIPATION SCHEDULE. BIDDERS/OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) is awarded the contract in conjunction with Solicitation No. \_\_\_\_\_, such Prime Contractor will enter into a subcontract with \_\_\_\_\_ (Subcontractor's Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ (if subcontractor previously listed is also the MBE firm, please restate name and provide MBE Certification Number) which will receive at least \$\_\_\_\_\_ or \_\_\_\_% (Total Subcontract Amount/ Percentage) for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

I solemnly affirm under the penalties of perjury that the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

<p><b>PRIME CONTRACTOR</b> Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>	<p><b>SUBCONTRACTOR (SECOND-TIER)</b> Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>
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**MARYLAND JUDICIARY (MJUD)  
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE  
MBE FORM E**

**Section I (to be completed by PRIME CONTRACTOR)**

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, the firm of

\_\_\_\_\_

(Name of Prime Contractor)

located at

\_\_\_\_\_

(Number)

contacted certified minority business enterprise,  
(Date)

\_\_\_\_\_

(Name of certified Minority Business Enterprise)

Note: Certified minority business enterprise must complete Section II.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature of Representative**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**City, State and Zip Code**

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

**Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)**

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, the firm of

\_\_\_\_\_ MBE Cert.# \_\_\_\_\_  
(Name of MBE Firm)

located at

\_\_\_\_\_ (Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number \_\_\_\_\_  
(Date)

by

\_\_\_\_\_ (Prime Contractor's Name) (Prime Contractor Official's Name)(Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

\_\_\_\_\_ (Name) (Title) (Phone)

Individual is presumed to be socially and economically disadvantaged if that individual belongs to one of the following groups: African American, Hispanic American, Asian American, Native American, and Women.  
(Signature) (Fax Number)

## **PRIME CONTRACTORS'** **GOOD FAITH EFFORTS/WAIVER CHECKLIST**

### **Prime Contractors who put Good Faith into action will:**

- ✓ Use direct solicitation, minority/women community organizations, contractors' groups, and local, state minority/women-owned business assistance offices to reach MBE's;
- ✓ Identify and assist firms that may need bonding, lines of credits, insurance, equipment, and other related issues; or assist firms that are not certified but could possibly serve on a contract and satisfy MBE goals by becoming certified;
- ✓ Identify clear sub-contractible work that will enable MBE's to compete;
- ✓ Provide the MBEs with proper information regarding the job; to include plans, specifications, and anticipated time schedule for portions of the work to be performed;
- ✓ Coordinate pre-bid meetings to inform MBEs of contracting and subcontracting opportunities;
- ✓ Advertise in general circulation, trade associations, and minority focused media concerning the subcontracting opportunities;
- ✓ Provide written notice to all certified MBEs who are certified in the work areas and have capabilities of the contract for which their participation is solicited (Contractor must allow a minimum of 10 days for the MBEs to respond to the written solicitation.); and
- ✓ Follow up on initial solicitations of interest by contacting MBEs to determine if the MBEs are interested (Contractor must detail the efforts showing names, addresses, dates, and telephone numbers of the certified MBEs contacted along with a description of information provided.)

### **Prime Contractors who have done the above and are submitting a waiver will:**

- ✓ Document everything listed above;
- ✓ Provide a written request for a waiver;
- ✓ Provide detailed statements of efforts to achieve the goal; to include the name, address and telephone number of all MBEs contacted, as well as the date of contact;
- ✓ Provide a list of unavailable MBEs, including a Minority Contractor Unavailability Certification Form (MJUD MBE FORM E) signed by an owner or officer of each unavailable MBE (If the MBE refused to sign MJUD MBE FORM E, the contractor will should submit a statement regarding this refusal.);
- ✓ If the contractor deems a MBE to be unqualified and rejects the MBE, the contractor will provide written explanation of this decision (Contractor's reasoning must be based on a thorough investigation of MBE capabilities.);
- ✓ Provide evidence that the contractor tried to negotiate in good faith with interested MBEs; and
- ✓ Demonstrate that certified MBE participation was unable to be obtained at a reasonable price or that public interest is best served by a waiver.