



**ADMINISTRATIVE OFFICE OF THE COURTS  
2003 C COMMERCE PARK DRIVE  
ANNAPOLIS, MARYLAND 21401**

**REQUEST FOR PROPOSALS NO.**

**K14-0041-25E**

**FOR**

**CLASSIFICATION & SALARY STUDY**

**ISSUED:**

**April 3, 2014**

Minority Business Enterprises are encouraged to respond to this Request for Proposals.

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 RFP at any time prior to any award and execution of a contract. Unauthorized contact with any Judiciary personnel or the Judiciary's contracted consultants may be cause for rejection of the Offeror's proposal.

**Procurement and Contract Administration**

**<http://www.mdcourts.gov>**

**THE JUDICIARY  
NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of Judiciary proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to propose on this Contract, please email this completed form to Kevin Jones at kevin.jones@mdcourts.gov

**Title: COMPENSATION & SALARY STUDY**  
**Project No: K14-0041-25E**

1. If you have responded with a "no bid", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the proposals is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior Judiciary Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.

Other: \_\_\_\_\_

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse side or attach additional pages as needed.)

REMARKS:

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

Offeror Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

## KEY INFORMATION SUMMARY SHEET

### THE JUDICIARY

#### Request For Proposals No. K14-0041-25E

**RFP Issue Date:** April 3, 2014

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

**Procurement Officer:** Kevin Jones  
(410) 260-1411  
Kevin.jones@mdcourts.gov

**Proposals are to be sent to:** Maryland Judiciary  
Administrative Office of the Courts  
Procurement and Contract Administration  
2003 C Commerce Park Drive  
Annapolis, MD 21401  
**Attention: Kevin Jones**

**Pre-Proposal Conference:** None

**Closing Date and Time:** April 15, 2014 at 2 p.m.

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

The Administrative Office of the Courts (AOC) is issuing this Request for Proposals to procure the services of a consultant firm to conduct a comprehensive classification and compensation study to include all State funded positions in the Maryland Judiciary (MJUD), ranging from entry level to executive positions, excluding judges and masters. The consultant shall review of all three (3) Salary Plans, which include the Judiciary (J Scale), Information Technology (T Scale) and Senior Management (S Scale) plans to assess current market competitiveness, adjust accordingly, and recommend corrective action, including, applicable range spread and percentage (%) movement for the Step Intervals of each grade. The consultant also shall recommend an appropriate job evaluative tool (s) for all job classifications.

### 1.2 Abbreviations and Definitions

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

- a. AOC – The Maryland Administrative Office of the Courts.
- b. Contract – The Contract attached to this RFP as Attachment A.
- c. Contractor – The selected Offeror.
- d. MBE – MDOT certified Minority Business Enterprise.
- e. Local Time – Time in the Eastern Time zone as observed by the Maryland Judiciary.
- f. Offeror – An entity that submits a proposal in response to this RFP.
- g. Purchase Order (PO) – Authorizes the selected consultant to proceed with delivery of products and/or any services requested via an RFR.
- h. POC – Point of Contact.
- i. Procurement Officer – The AOC representative, as identified in Section 1.6, responsible for this RFP.
- j. RFP - Request for Proposal # K14-0041-25E for Classification & Salary Study dated April 3, 2014, including any and all amendments.
- k. Judiciary – The Maryland Judiciary.

### 1.3 Contract Type

The Contract resulting from this RFP shall be a fixed price.

### 1.4 Contract Duration

The term of this Contract shall be for a base period of one (1) year with three (3), 6-month renewal options to be exercised at the Judiciary's discretion.

### **1.5 Procurement Officer**

The sole POC in the AOC for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Kevin Jones  
Administrative Office of the Courts  
Procurement and Contract Administration  
2003 C Commerce Park Drive  
Annapolis, Maryland 21401  
Phone Number: 410-260-1411  
Fax Number: 410-260-2520  
E-mail: kevin.jones@mdcourts.gov

AOC may change the Procurement Officer at any time by written notice.

### **1.6 Contract Manager**

The CM monitors the daily activities of the Contract and provides technical guidance to the Contractor. The CM will be:

Rebbeca West  
Administrative Office of the Courts  
Human Resources  
580 Taylor Avenue  
Annapolis, Maryland 21401

AOC may change the CM at any time by written notice.

### **1.7 Pre-Proposal Conference**

N/A

### **1.8 Questions**

Questions will accepted from potential Offerors and should be submitted in a timely manner prior to the proposal due date to the Procurement Officer via email. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be posted on eMaryland Marketplace and the Maryland Judiciary website ([www.mdcourts.gov](http://www.mdcourts.gov)).

### **1.9 Proposals Due (Closing) Date**

An original and four copies of each proposal (technical and financial) must be received by the Procurement Officer no later than **2:00 pm (local time)** on **April 15, 2014** in order to be considered. An electronic version of the Technical Proposal must be enclosed with the original technical proposal. An electronic version of the Financial Proposal must be enclosed with the original Financial Proposal. All media must be labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Proposals received by the Procurement Officer after the due date and time will not be considered.

**Proposals may not be submitted by e-mail or facsimile.**

**1.10 Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for the later of: (1) 180 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested, or (2) the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

**1.11 Revisions to the RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted on the Maryland Judiciary website ([www.mdcourts.gov](http://www.mdcourts.gov)) and through eMarylandMarketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

**1.12 Cancellations**

The Judiciary reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the Judiciary. AOC also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

**1.13 Incurred Expenses**

The Judiciary will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

**1.14 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP.

**1.15 Protests/Disputes**

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of the Judiciary's Procurement Policy.



### **1.16 Multiple or Alternative Proposals**

Neither multiple nor alternate proposals will be accepted.

### **1.17 Access to Public Information Act Notice**

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Judiciary under the Public Information Act, Title 10, Subtitle 6, Part III of the Judiciary Government Article of the Annotated Code of Maryland or Rules 16-1001 through 16-1011, the Court Access Rules.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Technical proposal and if applicable in the Financial proposal.

### **1.18 Offeror Responsibilities**

The selected Offeror shall be responsible for services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.22 below. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization consents to the terms of the RFP and will guarantee the performance of the subsidiary.

### **1.19 Mandatory Contractual Terms**

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected and, therefore determined to be not reasonably susceptible of being selected for award.

### **1.20 Proposal Affidavit**

A proposal submitted by an Offeror, shall be accompanied by a completed Bid/Proposal Affidavit, Attachment B of this RFP.

### **1.21 Contract Affidavit**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit shall be provided within five (5) business days from notification of proposed Contract award.

## **1.22 Minority Business Enterprises**

### **General**

“An MBE Subcontractor participation goal of 27% 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.”

### **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.”

### **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, (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.

## **1.23 Arrearages**

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, 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.

## **1.24 Procurement Method**

This Contract will be awarded in accordance with the competitive sealed proposals process.

## **1.25 Verification of Registration and Tax Payment**

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. Any potential Offeror should complete registration prior to the due date for receipt of proposals. Failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award

### **1.26 Non-Disclosure Agreement**

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Non-Disclosure Agreement. A copy of this Agreement is included for informational purposes as Attachment F of this RFP. This Agreement must be provided within five business days of notification of proposed Contract award.

### **1.27 Payments by Electronic Funds Transfer**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. Any selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at:  
<http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

## SECTION 2 – SCOPE OF WORK

### 2.1 Scope of Work

The Administrative Office of the Courts, Maryland Judiciary, is seeking fixed price proposals to conduct a compensation and classification study of State-funded Judiciary positions. Currently, there are three salary plans that cover nearly 3,500 employees, ranging from entry-level clerk office employees to senior level executives. The salary plans include a plan for information technology positions, a plan for senior level positions, and a plan for support positions.

The contractor shall submit a draft report of a compensation survey of approximately 150 – 200 benchmark jobs in relevant public and private sector labor markets. The survey shall include an analysis of non-cash compensation package for Maryland Judiciary and the surveyed entities to include paid leave programs, health benefit plans (including medical, prescription, dental, and vision plan options), pension benefits, deferred compensation programs and other benefits such as life insurance, long term care insurance, and tuition assistance/reimbursement offered by the surveyed entities.

#### 2.1.1 Contractor Deliverables

The successful offeror is expected to:

- Assess the existing salary plans to determine the necessity for retaining three separate plans. Recommend the applicable range spread for the plan(s) to include percent spreads between ranges. Prepare a new salary structure(s) based on the results of the study. Recommend maintenance of the plan(s).
- Review and make the necessary recommendations regarding existing salary compression issues.
- Review and make the necessary recommendations with respect to adjusting the salaries of employees who have not received Step increases to address compression issues with recently hired employees to establish equity.
- Review existing job evaluation practices and make recommendations as necessary.
- Recommend and develop criteria for placement of positions on the appropriate salary plan, if it is recommended that multiple plans are retained.
- Conduct a review of public and private employees who are providing equitable services.
- Research other state judiciaries that are comparable to Maryland and compare salary plans.
- Review and develop position/job descriptions for each classification, if needed. This should take into consideration the transition from a paper processed organization to a more automation-processed organization and how that transition will impact position functionality.
- Assess the existing salary grades within the various job classifications to determine if they are appropriately compensated.
- Prepare a comparative analysis that identifies the Maryland Judiciary's competitive position in the labor market.
- Prepare recommendations for compensation rules and policies, including pay options to maintain competitiveness and ensure equity. Responding firms should have significant experience conducting salary surveys and comparative analyses, involving both public and private employers.
- Recommend the most appropriate methodology for determining compensation and determine if multiple methodologies need to be employed based on the job classification.
- Recommend pay structures and non-cash compensation programs that blend the internal and external value of jobs using a total compensation approach.

- Submit a draft report of a compensation survey of approximately 150 – 200 benchmark jobs in relevant public and private sector labor markets that are providing equitable services.

### 2.1.2 Scope of Services

- A. All proposals must be made on the basis of and either meet or exceed the requirements contained herein. Failure to provide any of the following requirements shall be cause for the proposal to be considered non-responsive and be rejected. All offerors must be able to provide, at a minimum:
1. Attendance at an initial meeting with various Judiciary representatives to discuss the tasks to be performed, dedication of key personnel, and identification of offeror's project manager.
  2. Weekly written progress reports.
  3. Profile survey of a minimum of ten (10) State & Federal agencies, Courts and private employers, including name, geographic location, type of organization, number and classification of employees.
  4. Base Pay Salary Survey and analysis of benchmark positions for organizations identified in A.3 above, as well as management positions. Administrative Office of the Courts staff will identify benchmark positions and provide descriptions according to the needs of the consultant. The Base Pay Salary Survey shall include:
    - a. Pay plan salary range comparison to the Maryland Judiciary for each benchmark position for each participant by minimum, midpoint, and maximum.
    - b. Existing employee average salary comparison to the Maryland Judiciary for each benchmark position for each participant.
    - c. Combined average pay plan salary range comparison to the Maryland Judiciary for each benchmark position by minimum, midpoint, and maximum.
    - d. Combined existing employee average salary comparison to the Maryland Judiciary for each benchmark position.
    - e. Comparison of the Maryland Judiciary's existing employee average salary for all benchmarks to the combined average of all participants.
    - f. Maryland Judiciary's market position for each benchmark individually, and overall.
    - g. Analysis of pay practices, pay rules, and salary structure.
    - h. Fair Labor Standards Act designation for each job title/classification.
  5. Survey of Compensation Policies and Procedures of named organizations to include:
    - a. Type of compensation system; number of classes, number of pay ranges, percent spread for ranges, number of pay plans and/or schedules.
    - b. Executive/Management and information technology pay schedule options to include best practices and recommended options for positions as designated by the Maryland Judiciary;
    - c. Career ladder position recommendations.

- d. Pay delivery, pay for performance, steps or open ranges, other, with what frequency do base pay increases occur, maximum percent base pay increase for the next 12 months.
- e. Hiring incentives: sign on bonuses, interview expenses, relocation expenses, as well as associated policies.
- f. Compression analysis.
- g. On-call compensation.
- h. Compensatory time for exempt employees.
- i. Shift differentials (what positions/classes of positions and amount).

### Study Conclusion

- A. Prepare written draft report of recommendations, including discussion of methods, techniques and data used to develop the Compensation and Classification Plan.
- B. Prepare written final report of recommendations, including discussion of methods, techniques and data used to develop the Compensation and Classification Plan within thirty (30) days of receipt of AOC's comments.
- C. Prepare an analysis of the financial impact for implementation of the new classification and compensation plan and define funding issues.
- D. Provide instructional information to allow the Maryland Judiciary Human Resources staff to conduct individual salary audits and recommend adjustments consistent with study methods.
- E. Provide implementation support and training, as needed.
- F. Attend meetings, if requested, throughout the contract period with employees and Maryland Judiciary representatives to explain the methodology, survey results and recommendations.

### Judiciary's Responsibility:

Provide access to necessary data, documentation, etc.  
 Provide reasonable office accommodations (working) space

## **2.2 Insurance Requirements**

- 2.2.1 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. 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. A copy of the Offeror's current certificates of insurance (property, casualty and liability) should be submitted with Offeror's proposal in accordance with Section 3.4.3 of the RFP.
- 2.2.2 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.
- 2.2.3 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 RFP,

or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

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

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

B. 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:

C. 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.

D. 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.

E. 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.

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.

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.

## **2.3 Invoicing**

2.3.1 All invoices shall be submitted by the Contractor monthly within the 30 days after the Judiciary's receipt and acceptance of monthly temporary services and shall include, at the minimum, the following information:

- A) Billing name and address of Service Location as identified in the PO;
- A) Contractor name;
- B) Names of each temporary staff person listed separately including the labor category of each staff person
- C) Supporting signed document of hours worked (i.e. time sheets)
- D) E-mail address/phone number of Master Contractor's POC;
- E) Remittance address;
- F) Federal taxpayer identification or (if owned by an individual) Contractor's social security number;
- G) Invoice period, invoice date, invoice number and amount due, and;
- H) PO number(s) being billed.

Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

2.3.2 The Contractor shall submit the invoices for any PO to the billing address as identified in the PO. The Judiciary is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.



## SECTION 3 – PROPOSAL FORMAT

### 3.1 Two Part Submission

Offerors shall submit proposals in two separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

### 3.2 Proposals

- 3.2.1 Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP).
- 3.2.2 An unbound original, so identified, and four copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal and the Volume II- Financial Proposal must also be submitted with the unbound originals technical or financial volumes, as appropriate.
- 3.2.3 Electronic media shall be a CD and bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

### 3.3 Submission

- 3.3.1 Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal, respectively. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.
- 3.3.2 All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

### 3.4 Volume I – Technical Proposal

#### 3.4.1 Transmittal Letter

A transmittal letter shall accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror's Responsibilities in Section 1.18.

#### 3.4.2 Format of Technical Proposal

Inside a sealed package described in Section 3.3, above, an unbound original, to be so labeled, four copies and the electronic version shall be provided. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's Technical Proposal shall be organized and numbered in the same order as this RFP. This proposal organization will allow Judiciary officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number.

The Technical Proposal shall include the following section in this order:

### 3.4.2.1 Title and Table of Contents

The Technical Proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal.

Note: Information that is claimed to be confidential under RFP Section 1.18 must be clearly identified. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

### 3.4.2.2 Executive Summary

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary." The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to the Judiciary's terms and conditions, the Executive Summary should so state.

### 3.4.3 Offeror Technical Response to RFP Requirements:

3.4.3.1 General. The Offeror shall address each RFP requirement in the Technical Proposal and describe how its proposed services will meet those requirements. Offeror to include work plan and estimated hours. If the Judiciary is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the Judiciary's needs.

3.4.4 Offeror Experience and Capabilities: Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response addressing the requirements in RFP Section 2.1 Scope of Work.

3.4.4.1 An overview of the Offeror's experience providing the goods and/or services, as applicable, to that included in this RFP. This description shall include:

- Understanding of purpose and scope
- Methodology for solution
- Purpose Timeline
- Percentage (%) of time of involvement of judiciary staff members – weekly/monthly
- Knowledge and experience with Classification and Compensation Studies

3.4.5 References. Provide three (3) current customer references where the customer is similar in size to the Maryland Judiciary. Provide the following information for each client reference:

- Name of Client Organization
- Name, title, and telephone number of Point-of-Contact for client organization
- Value, type, and duration of contract(s) supporting client organization
- The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and number of employees serviced

3.4.6 Financial Capability and Insurance: The Offeror shall include the following, for itself, and, as applicable, for any parent corporate, subsidiary or preference under RFP Section 1.19:

3.4.7 Evidence that the Offeror has the financial capacity to provide the goods and/or services, as described in its proposal, via profit and loss statements and balance sheets for the last two years.

3.4.8 A copy of the Offeror's current certificates of insurance (property, casualty and liability), which, at a minimum, shall contain the following:

- Carrier (name and address)
- Type of insurance
- Amount of coverage
- Period covered by insurance
- Exclusions

3.4.9 Subcontractors: Offerors must identify non-MBE subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract.

3.4.10 Required Affidavits, Schedules and Documents to be submitted by Offeror in the Technical Proposal:

- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal)
- Certified true copies of any and all of the policies of insurance to AOC. By submitting a proposal in response to this solicitation, the offeror warrants that it is able to provide evidence of insurance required by RFP Section 2.

### **3.5 Volume II - Financial Proposal**

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, four bound copies, and one electronic copy of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment D. Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal.

The Contractor will not be reimbursed for any travel expenses including but not limited to transportation, meals, hotel accommodations except as approved in advance by the AOC CM.

## SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

### 4.1 Evaluation Criteria

Contract will be awarded to the qualified Offeror in accordance with the Competitive Sealed Proposals procurement process.

### 4.2 Technical Criteria

The evaluation criteria to be applied to each Technical Proposal are listed in descending order of importance:

- Economic Benefit Factors
- Response to section 2.1 - Scope of Work
- Experience, capability and references for the Offeror and proposed subcontractors
- Contractors understanding of the scope of work
- Proposed time-line, work plan and estimated hours

### 4.3 Financial Criteria

All qualified offerors will be ranked from the lowest to the highest price based on their total price proposed on Attachment E – Price Proposal.

### 4.4 Selection Procedures

#### 4.4.1 General Selection Process:

4.4.1.1 The Contract shall be awarded in accordance with the competitive sealed proposals process under the Judiciary's Procurement Policy. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

4.4.1.2 Accordingly, the Judiciary may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the Judiciary also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the Judiciary may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

#### 4.4.2 Selection Process Sequence

4.4.2.1 The first level of review shall be an evaluation for technical merit by the selection committee. During this review discussions may be held with all Offerors who are deemed reasonably susceptible of award. The purpose of such discussions shall be to assure a full understanding of the Judiciary's requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the Judiciary.

4.4.2.2 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

- 4.4.2.3 The financial proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- 4.4.2.4 Upon completion of all discussions and negotiations, and reference checks, if any, the Procurement Officer shall recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the Judiciary considering evaluation criteria as set forth in this RFP.

**Contract number: K14-0041-25E**  
**Standard Terms and Conditions**

**MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS**  
**MJUD Temporary Staffing Services Contract**

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 XXXXX services (hereinafter “Services”) for the Judiciary 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 # XXXX dated \_\_\_\_\_, 2014 and all amendments and exhibits thereto (collectively referred to as the “RFP”)

Exhibit C: Contractor’s Proposal dated \_\_\_\_\_ (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. If there are any inconsistencies between Exhibits B and C, Exhibit B shall prevail.

1.3 The Procurement Officer may, at any time, by written order make changes in the work within the general scope of the Contract, the RFP, or PO. 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**

The term of this Contract shall be for a period of \_\_\_\_ years, beginning on the date that the AOC executes the Contract, unless terminated earlier as provided in the Contract.

### **3. Consideration and Payment**

- 3.1 In consideration of the satisfactory performance of the services set forth in this Contract, the AOC shall pay the Contractor in accordance to the rates proposed. Any work performed by the Contractor in excess of the ceiling amount of any PO without the prior written approval of the Contract Manager is at the Contractor's risk of non-payment. Payments under POs issued on a fixed price basis shall be limited to the price specified, regardless of the actual cost to the Contractor.
- 3.2 All invoices shall be submitted monthly within 30 calendar days after the completion and acceptance by the AOC of the previous month's temporary services under the Contract and include the following information: name and address of the Judiciary; 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. 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 services shall be made no later than thirty days after the acceptance of monthly staffing services 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. 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 staffs 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 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.

## **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. 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.

## **24. Indemnification**

24.1 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.

- 24.2 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.
- 24.3 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.
- 24.4 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.

**25. 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.

**26. Conflict of Interest**

- 26.1 "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.
- 26.2 "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.
- 26.3 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.
- 26.4 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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- 26.5 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.

**27. Notices**

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

**State:** Kevin Jones  
Procurement Officer  
2003 C Commerce Park Drive  
Annapolis, MD 21401  
(410) 260-1411

**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, Executive Director  
Procurements and Contract Administration

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

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

**Reviewed:**

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

Pamela Harris  
State Court Administrator

**Approved:**

\_\_\_\_\_ (SEAL)                      Date: \_\_\_\_\_

Mary Ellen Barbara, Chief Judge  
Court of Appeals of Maryland

**ATTACHMENT B - Bid/Proposal Affidavit**

**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)



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 and 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 and 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 staff 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 Proposal Form and Instructions**

Contractor shall provide overall total cost for the Classification & Salary Study as described in the scope of work (Section 2.1) of this RFP. The total cost shall include all costs associated with the complete project.

**Total Cost** .....\$ \_\_\_\_\_

Submitted By

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
FEIN Number

\_\_\_\_\_  
Telephone Number

**ATTACHMENT E –Confidentiality Agreement**

To be completed and submitted with Contractor’s proposal.

**CONFIDENTIALITY AGREEMENT FOR EMPLOYEES, AGENTS AND  
CONTRACTORS OF THE  
MARYLAND JUDICIARY**

The Maryland Judiciary has possession of and access to a myriad of confidential information that, by law, Rule or policy is not accessible without authorization. As an employee, agent, or contractor of the Maryland Judiciary you may, in the performance of your job or contractual responsibility, have access to confidential information, or information that is legally privileged, including but not necessarily limited to, case data, personnel data, financial data, trade secrets, proprietary information, procurement data, and administrative records. Confidential information includes information that the Judiciary is prohibited by law from disclosing and information that the management of the Judiciary intends to keep secret and not disseminate. In case there is a doubt in your mind whether information is confidential, you need to consult with management before disseminating the information. It is essential that you understand and acknowledge the critical importance of ensuring that you do not disclose or misuse the confidential information to which you have access and that the information is handled with discretion and held confidential. As such, and in consideration of your relationship with the Maryland Judiciary, you will read and sign the following agreement.

As an employee, agent or contractor of the Maryland Judiciary, I hereby agree and acknowledge:

1. That I shall not during, or at any time following my employment or contractual relationship, use, permit to be used, or divulge to individuals who are not authorized to receive any confidential information obtained through the aforementioned employment or contractual relationship.
2. That I shall not intentionally access, attempt to access, reproduce, or disclose any confidential information unless it is necessary for the performance of my employment or contractual responsibilities.
3. That if I mishandle or release confidential information, I will immediately inform my Manager, Administrative Official, or Project Manager.
4. That upon the termination of my employment or contractual relationship, I shall return to the Maryland Judiciary all confidential documents to which I had access during my employment or contractual relationship, including but not limited to, reports, manuals, computer programs and all other materials relating in any way to the Judiciary’s business. I further agree that I shall not allow any third party to examine or make copies of the same.
5. That upon termination of my employment or contractual relationship, I shall return any electronic device belonging to the Maryland Judiciary that stores information and that I shall not attempt to access that device or the information

stored within it. In addition, I shall sign a written statement certifying that I have destroyed all confidential information that I may have stored on my personal devices during the period of my employment or contractual relationship.

6. That violation of any provision of this agreement may result in: (i) disciplinary action against me, up to and including termination of employment; (ii) termination of any contract between the Maryland Judiciary and myself; (iii) termination of any contract between my employer and the Maryland Judiciary; (iv) injunctive relief; (v) damages; and (vi) criminal liability.

I understand and agree to this confidentiality agreement and sign below to acknowledge my understanding of and agreement with its terms and conditions.

\_\_\_\_\_  
Employee/Agent/Contractor's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee/Agent/Contractor's Signature

\_\_\_\_\_  
Manager/Project Manager's Signature

\_\_\_\_\_  
Date

**ATTACHMENT F –Background Check Release Form**

Attached as separate document, for reference only. To be completed at the time of award.

**GENERAL SERVICES MARYLAND CAPITOL POLICE  
AUTHORIZATION OF RELEASE OF INFORMATION**

I, \_\_\_\_\_  
LAST FIRST MIDDLE RACE SEX

\_\_\_\_\_  
D.O.B. ADDRESS SOC. SEC. NO.

hereby authorize a review and full disclosure of all criminal records, or any part thereof, concerning myself by/to any duly authorized agent of the Department of General Services Police and or the District Court of Maryland, whether the said records are public or private, and including those which may be deemed to be of privilege or confidential nature. The intention of this authorization is to provide information which will be utilized for investigative resource material.

I agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney’s fees arising out of or complying with this request.

I further understand that in the event my application is disapproved, the sources of confidential information cannot be revealed to me. A photocopy of this release form will be valid as an original hereof, even though the said photocopy does not contain an original writing of my signature.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maryland Judiciary – Administrative Office of the Courts



**ATTACHMENT F - MARYLAND DEPARTMENT OF GENERAL SERVICES POLICE  
CONTRACTORS SECURITY CLEARANCE FORM**

Martin O'Malley  
Governor  
Anthony G. Brown  
Lt. Governor



Alvin C. Collins  
Secretary

MARYLAND DEPARTMENT OF GENERAL SERVICES POLICE  
OFFICE OF THE CHIEF  
CONTRACTORS SECURITY CLEARANCE

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

Application / Employee Information

1. FULL NAME \_\_\_\_\_  
(First) (Full Middle Name) (Last)
2. ADDRESS: \_\_\_\_\_
3. GENDER: \_\_\_\_\_ RACE: \_\_\_\_\_ HEIGHT: \_\_\_\_\_ WEIGHT: \_\_\_\_\_
4. DATE OF BIRTH: \_\_\_ / \_\_\_ / \_\_\_ 5. SS#: \_\_\_\_\_
6. DRIVER'S LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_
7. HOME TELEPHONE #: \_\_\_\_\_
8. APPLICANT / EMPLOYEE TRADE: \_\_\_\_\_
9. ATTACH COPY OF APPLICANT'S DRIVER'S LICENSE - (Make sure photo is clear and light enough to identify the individual) Contractor (\$15.00 - Pay By Check /Money Order Only)

Company Information

1. NAME OF COMPANY: \_\_\_\_\_
2. ADDRESS OF COMPANY: \_\_\_\_\_
3. COMPANY TELEPHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_
4. Project #: \_\_\_\_\_ Building \_\_\_\_\_ Task \_\_\_\_\_

For Office Use Only NEW \_\_\_\_\_ RENEWAL \_\_\_\_\_ ADMIN SPECIALIST INT. \_\_\_\_\_  
APPROVED \_\_\_\_\_ or DISAPPROVED \_\_\_\_\_

Reviewing Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
ID Card # Front \_\_\_\_\_ ID Card # Back \_\_\_\_\_ Payment \_\_\_\_\_

301 W. Preston Street ♦ Suite L-100 ♦ Baltimore, Maryland 21201

**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/manufacture, 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.

**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
<b>NAME OF MBE SUBCONTRACTOR</b>	<b>CERTIFICATION NO. AND MBE CLASSIFICATION</b>	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>Certification Number:</b> <hr style="border: 1px solid black;"/> <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	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>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; width: 100px; height: 20px; display: inline-block;"></div> <b>% (Total Percentage for purposes of calculating achievement of MBE Participation goal).</b>

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.
	Certification Number: _____ (If dually certified, check only one box.) <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 _____	3.1. <b><u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE</u></b>  <b>_____ % (Total Percentage for purposes of calculating achievement of MBE Participation goal).</b>

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>
---	--

**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**

# **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.