



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

REQUEST FOR PROPOSALS

K15-0036-25

FOR

RENOVATIONS AT 2001 B COMMERCE PARK DRIVE

ISSUED: JANUARY 29, 2015

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 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 submit a proposal on this Contract, please email this completed form to karen.hoang@mdcourts.gov.

Title: Renovations at 2001 B Commerce Park Drive

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 The 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

Renovations at 2001 B Commerce Park Drive

PROJECT NUMBER K15-0036-25

RFP Issue Date: January 29, 2015

RFP Issuing Office: Procurement and Contract Administration

Procurement Officer: Karen Hoang, Procurement Specialist
Maryland Judiciary, Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401
410-260-1582 Office
410-260-2520 Fax
karen.hoang@mdcourts.gov

Proposals are to be sent to: Attn: Karen Hoang
Maryland Judiciary, Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401

**Mandatory Site Visits and
Pre-Proposal Conference:** Thursday, February 05, 2015 at 10:00 A.M.
2001 B Commerce Park Drive
Annapolis, MD 21401

Closing Date and Time: Monday, February 23, 2015 at 12:00 Noon

Amendments to the Request for Proposals or other communications shall be posted on the Maryland Judiciary's website and eMarkletplace.

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

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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 award one contract to provide all labor, materials, supervision and expertise required to renovate and convert one existing Office Suite located at 2001 B Commerce Park Drive, Annapolis, Maryland.

All work must be completed no later than April 17, 2015.

1.2 Abbreviations and Definitions

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

- a. Contract – The Contract attached to this RFP as Attachment A
- b. Contractor – The selected Offeror
- c. Local Time – Time in the Eastern Time Zone
- d. MBE – Minority Business Enterprise currently so certified by the Maryland State Department of Transportation.
- e. Offeror – An entity that submits a proposal in response to this RFP
- f. Procurement Officer – The only Judiciary representative responsible for this RFP, for the determination of contract scope issues, for authorizing changes to the contract.
- g. RFP – Request for Proposals for Renovations at 2001 B Commerce Park Drive dated January 29, 2015 including any and all amendments.
- h. Contract Manager – The Judiciary representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
- i. The AOC business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days on which the AOC has been closed by order of the Chief Judge).

1.3 Contract Type

The Contract that results from this RFP shall be based on fixed price.

1.4 Contract Duration

The Contract resulting from this RFP shall be for the construction period beginning with contract execution and will continue for one year after final acceptance until the expiration of the one-year warranty.

1.5 Procurement Officer

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

**Karen Hoang, Procurement Specialist
Maryland Judiciary Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401
410-260-1582
410-260-2520 Fax
Karen.hoang@mdcourts.gov**

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

1.6 Contract Manager

**Rocky McKagan, Director Facilities/Security
Administrative Office of the Courts
Operations Division**

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

1.7 Pre-Proposal Conference and Mandatory Walk-through

1. A Pre-Proposal Conference (Conference) will be held on **Thursday, February 05, 2015** beginning **10:00 A.M.** at 2001 B Commerce Park Drive, Annapolis, Maryland 21401. We will meet in the main lobby. **Attendance at the Conference is mandatory; all interested Offerors are required to attend in order to facilitate better preparation of their proposals.**

Offerors must come equipped with any necessary measuring devices.

1.8 Questions

1.8.1 The Procurement Officer, shall accept written questions from prospective Offerors. Questions may be submitted to the Procurement Officer by email.

1.8.2 The Procurement Officer shall strive to communicate an answer before the proposal due date. Answers to all substantive questions that are not clearly specific only to the requestor, shall be posted to the Maryland Judiciary's website and eMaryland Marketplace.

1.9 Proposal Due (Closing) Date

An original and three copies of each proposal (technical and financial) must be received by the Procurement Officer, no later than **12:00 noon on February 23, 2015** in order to be considered. An electronic version (CD) of the Technical Proposal must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal must be enclosed with the original Financial Proposal. All CDs 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 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) 30 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 to the Maryland Judiciary's website and eMaryland Marketplace. 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. The Judiciary 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 Oral Presentations/Discussions

1.13.1 Offerors may be asked to make oral presentations expanding on their technical proposal to Judiciary representatives. The expectation is that the oral presentation will be scheduled promptly after proposal receipt. The Procurement Officer will notify Offerors of the time and location.

Significant representations made by an Offeror during the oral presentation/demonstration shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded.

1.14 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.

1.15 Economy of Preparation

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

1.16 Protests/Disputes

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

1.17 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

1.18 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.

1.19 Offeror Responsibilities

The selected Offeror shall be responsible for all products and 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 1.23 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.

1.20 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 must 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.

1.21 Proposal Affidavit

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.22 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 must be provided within five business days of notification of proposed Contract award.

1.23 Minority Business Enterprises

General

An MBE Subcontractor participation goal of **20%** 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.

1.24 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.

1.25 Procurement Method

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

1.26 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. It is strongly recommended that any potential Offeror complete the registration prior to the due date for receipt of proposals. An Offeror’s failure to complete the registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for 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. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must 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: to all procurement officers –

<https://interactive.marylandtaxes.com/extranet/gad/GADLogin/login.asp>

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SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Requirements

Offeror must document within the Executive Summary of their Technical Proposal that, as of the proposal due date, the Offeror meets the following Minimum Qualifications. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.

- 2.1.1 Offerors must be a commercial contractor licensed and bonded in the State of Maryland.
- 2.1.2 The principal of the organization must have at least 3 years of experience renovating commercial interiors of 1,000 or more square feet.
- 2.1.3 The organization must have at least 2 years of experience renovating commercial interiors of 1,000 or more square feet.

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SECTION 3 – STATEMENT OF WORK

3.1 Summary

The AOC is issuing this Request for Proposals to award one contract to provide all labor, materials, supervision and expertise required to renovate an existing Office Suite located at 2001 B Commerce Park Drive, Annapolis, Maryland 21401 and convert it into a new Office Suite.

All work must be completed no later than April 17, 2015.

3.2 Contractor Requirements

3.2.1 Construction Work: Suite 2001 B currently consist of four offices space, half wall and one supply room area that needs to be demolished. The scope of work for the renovations to Suite 2001 includes the following:

The proposed design will convert the existing office suite into one large office area to accommodate ten (10) workstations to be provided by AOC. These new spaces will be created as follows:

DEMO:

See Demo Floor Plan attached. Specs include:

1. Remove gypsum ceiling
2. Remove suspended ceiling grid
3. Remove carpet and vinyl base.
4. Remove walls designated on drawing (four offices; one supply office and half wall).
5. Remove light fixtures throughout designated area.
6. Remove existing return air grille unless shown otherwise on referenced ceiling plan.
7. Remove and locate thermostat.

CONTRACTION:

1. Open office area to accommodate 10 workstations as reflected on floor / furniture plan.
2. Reflected ceiling / lighting plan attached.
3. New carpet (Patcraft 10060 Splash, 60813 Belly Flop), vinyl base, and paint to match existing.
4. Exist Supply Air diffuser to remain, make minor adjustments to suite new ceiling grid, and rebalance system.
5. New locations for return air grille.
6. Fluorescent recessed light fixture to match existing.
7. Electrical specifications on drawing.

- 3.2.2 Contractor shall perform all work in accordance with Wilson + Mariani, LLC's drawings and specifications. (Attachments E through I). If there are any inconsistencies between the RFP and Attachments E through I, Contractor shall notify AOC project Manager.
- 3.2.3 Progress Meetings: Progress meetings will be required every week during the course of construction. Meetings will be held on the job site during regular business hours, between 8:00 a.m. to 5:00 p.m., on a day to be determined by the AOC. Attendance shall include the Contractor's Superintendent and AOC's Contract Manager, and any other persons determined to be essential for the project.
- 3.2.4 Contractor shall complete all work by April 17, 2015.

3.3 Work Hours

- 3.4.1 All work shall be completed during contractor's normal business hours. Work schedule/hours shall be approved by AOC's Contract Manager.

3.4 Contractor's Responsibility

- 3.4.1 The Contractor shall be solely responsible for: (1) all construction means, methods, materials, techniques, sequences and procedures, (2) all coordination of the work under the contract, and (3) to the extent the Contractor or subcontractors or suppliers at any tier design or are required to design any portion of the work, design. Contractor must aggressively and diligently pursue completion of the contract within the contract time.
- 3.4.2 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the contract documents and shall not unreasonably encumber the site with any materials or equipment.
- 3.4.3 The Contractor shall perform all work in accordance with the terms, provisions, conditions, lines, grades, typical cross-sections, dimensions, and other data required by the contract documents, including the furnishing of all materials, services, implements, machinery, equipment, tools, supplies, transportation, labor, and all other items necessary for the satisfactory prosecution and completion of the project in full compliance with the requirements of the contract documents.
- 3.4.4 Permits: Contractor shall be responsible for obtaining all required permits for construction of the proposed work.
- 3.4.5 Drawings: The Contractor shall do no work without proper drawings and/or instructions. Drawings may or may not be drawn to scale, and symbols may be used to indicate materials

and structural and mechanical requirements. When symbols are used, those parts of the drawings are of necessity diagrammatic or schematic and it is not possible to indicate all connections, fittings, fastenings, etc., which are required to be furnished for the proper execution of the work. Diagrammatic or schematic indications of piping, duct work and conduit and similar items in the work are subject to field adjustment in order to obtain proper grading, fitting passage over, under or past obstructions, to avoid exposure in finished rooms and unsightly and obstructing conditions. The Contractor shall make these adjustments at no increased cost to the AOC.

1. Copies Furnished: AOC will furnish the Contractor without cost, PDF files of drawings and specifications.

- 3.4.6 Dimensions: The Contractor shall carefully check all dimensions prior to execution of the particular work. Whenever inaccuracies or discrepancies are found, the Contractor shall consult AOC's Contract Manager prior to any construction or demolition. Should any dimensions be missing, AOC's Contract Manager must be consulted and they will supply them prior to execution of the work. Dimensions for items to be fitted into constructed conditions at the job will be taken at the job and will be the responsibility of the Contractor. Whenever a stock size manufactured item or piece of equipment is specified or is proposed by the Contractor to be furnished, it is the responsibility of the Contractor to determine the actual space requirements for setting or entrance to the setting space. Adjustments in order to accommodate the particular item of equipment furnished by the Contractor will not be allowed.
- 3.4.7 Conformity To Drawings: Unless the Contractor has, in writing, expressly notified the AOC's Contract Manager to the contrary at the time of the submission, AOC and AOC's Contract Manager may assume that shop drawings and other submittals from the Contractor are in conformity with the contract documents and do not involve any change in the contract price, do not require any change which will alter the space within the structure or alter the nature of the building or work from that contemplated by the contract documents, and do not constitute a substitution of materials or equipment or a change in the contract or the scope of work. If the Contractor fails to give notice strictly in accordance with this subsection, approval of any shop drawing or submittal shall not be binding on the AOC.
- 3.4.8 Differing Site Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify AOC's Contract Manager in writing of (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) hitherto unknown and unpredictable physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. AOC's Contract Manager shall promptly investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the contractor's cost of, or the

time required for performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

1. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in 3.5.8 above; provided, however, the time prescribed may be extended by AOC's Contract Manager in writing.
2. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

3.4.9 Conditions Affecting Work: The Contractor shall be responsible for taking steps to ascertain the nature and location of the work and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve the Contractor from responsibility for successfully performing the work without additional expense to AOC. AOC is not responsible for any representation or purported agreement concerning conditions or contract requirements made by any Judiciary employee or representative prior or subsequent to the execution of this contract, unless such understanding or representation is expressly stated in the contract.

3.4.10 Cutting And Patching of Work:

1. The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its several parts *fit* together properly.
2. The Contractor shall not damage or endanger any portion of the work or the work of the owner or any separate contractors by cutting, patching or otherwise altering any work. The Contractor shall not cut or otherwise alter the work of the owner or any separate contractor except with the written consent of the owner and of such separate contractor. The Contractor shall not unreasonably withhold from the owner or any separate contractor his consent to cutting or otherwise altering the work.

3.4.11 Unauthorized Work: The Contractor shall not be paid for any work outside the scope of the work not authorized in writing by AOC's Procurement Officer.

3.4.12 Control By the Contractor: The Contractor shall constantly maintain efficient supervision of the work and the conduct of Contractor's and subcontractor's personnel at the site, using his best skill and coordinating ability. The Contractor shall carefully study and compare all drawings, specifications and other instructions and check them against conditions existing or being constructed on the project. The Contractor shall at once report to AOC's Contract Manager any error, inconsistency, omission which he may discover.

3.4.13 Removal of Non-conforming Work: The AOC Contract Manager has sole authority to determine if work is acceptable.

1. Any unacceptable or defective work, shall be promptly removed and replaced by work and materials which shall conform to the contract requirements or shall be remedied otherwise in an acceptable manner authorized by AOC's Contract Manager.
2. Upon failure of the Contractor to comply promptly with the provisions of this section, the AOC shall have authority to cause defective or unacceptable work to be remedied or removed and replaced and unauthorized work to be removed at the Contractor's expense.
3. Any time lost by the Contractor for correction of unacceptable work shall be made up by the Contractor's expense and shall not be cause for a delay in performance.

3.4.14 Materials: All materials shall meet all quality requirements of the contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the AOC Procurement Officer in writing, as soon as possible after receipt of notification award of the contract, of the sources from which he proposes to obtain all materials requiring approval, testing, inspection, or certification prior to incorporation into the work.

1. Materials include all equipment; parts; products; methods of construction or of performing the work which may be the subject of a patent, copyright or other right or restriction governing its use; and processed and unprocessed natural substances required for completion of the contract. The Contractor, in accepting the contract, is assumed to be thoroughly familiar with the materials required and their limitation as to use and requirements for connection, setting, maintenance and operation. Whenever an article or material or equipment is specified and a fastening, furring, connection (including utility connections), access hole, flashing closure piece, bed or accessory is normally considered essential to its installation in good quality construction, such shall be included as if fully specified. Nothing in these specifications shall be interpreted as authorizing any work in any manner contrary to applicable laws, codes or regulations.
2. Approval. All materials are subject to the AOC Contract Manager approval as to conformity with the specifications, quality, design, color, etc. No work for which approval is necessary shall be used until written approval is given by the AOC Contract Manager. Approval of a subcontractor or supplier as such does not constitute approval of a material which is other than that included in the specifications.

3. **New Materials.** Unless otherwise specified, all materials shall be new. Old or used materials must not be used as substitutes for new, regardless of condition or repair, unless approved in writing by the AOC Contract Manager.
 4. **Quality.** Unless otherwise specified, all materials shall be of the best quality of the respective kinds.
 5. **Samples.** The Contractor shall furnish for approval all samples as directed. The materials used shall be the same as the approved samples.
 6. **Proof of Quality.** The Contractor shall, if requested, furnish satisfactory evidence as to the kind and quality of materials either before or after installation.
- 3.4.15 **Standard Specifications:** When no specification or code is cited or otherwise applicable and the quality, processing, composition or method of installation of an item is only generally referred to, then: the applicable specification shall be in accordance with the “Applicable Codes” section of the Cover Sheet (CS) of the drawings.
- 3.4.16 **Professional Standards:** All personnel provided by the Contractor shall be required to act and dress in a professional manner. All personnel shall be required to conduct themselves according to the best standards of professional behavior.
- 3.4.17 **Replacement of Workers:** AOC reserves the right, at its sole discretion, to have the Contractor immediately remove any workers whose performance or behavior is considered to be unacceptable. Examples of unacceptable behavior include, but are not limited to, poor production, rude or profane behavior or otherwise unprofessional conduct, or conduct placing the security of AOC property or personnel at risk. Contractor shall be required to replace removed employees immediately.
- 3.4.18 **Clean Up:** The Contractor shall at all times keep the construction area, including storage areas, free from accumulations of waste materials or rubbish. Prior to completion of the work, Contractor shall remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of AOC. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat, and workmanlike condition as approved by the AOC Contract Manager.

3.5 AOC Responsibilities

- 3.5.1 **Notice to Proceed:** After the contract has been executed the AOC Contract Manager will issue to the Contractor a “Notice to Proceed.” This notice shall stipulate the date the Contractor is to begin work. Any preliminary work started or materials ordered before receipt of the “Notice to Proceed” shall be at the risk of the Contractor.

3.5.2 AOC will provide access to the work site. The AOC Contract Manager will be available to answer questions, and will coordinate closely with the Contractor's representative.

3.6 Acceptance

The AOC's Contract Manager shall have the authority to determine acceptable/unacceptable work. Upon completion, a walk-through shall be conducted with the AOC's Contract Manager and the Contractor. A "punch list" of items that need to be repaired will be given to the Contractor. The Contractor must complete repairs within 7 days of walk-through. Final acceptance shall occur upon satisfactory completion of all repairs.

3.7 Warranty

The Contractor shall absolutely guarantee all work for one year beyond final acceptance and furnish the AOC Contract Manager with all manufacturers' warranties and operating manuals, if applicable. The AOC shall be entitled to any remedies provided by law at all times.

3.8 Invoicing

3.8.1 All invoices shall be submitted within 30 calendar days after the completion and acceptance by AOC and shall include the following information: name and address of AOC, Contractor name, remittance address, federal taxpayer identification or if owned by an individual the social security number, invoice period, invoice date, invoice number, amount due, and the PO number(s) being billed. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

3.8.2 In applying for final payment, the Contractor shall submit, in addition to the above, a certificate that he has paid:

- (a) All labor to date,
- (b) All vendors and material suppliers in full for all items received, and
- (c) All subcontractors in full.

3.9 Insurance

3.9.1 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.

Such evidence of insurance must be delivered to the Procurement Officer before the actual implementation of the Agreement.

3.9.2 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.

3.9.3 The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requirement 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, shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract. The Contractor shall maintain:

- A. 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 be: 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) road 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.

C. 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.

D. 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.

3.9.4 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.

3.9.5 If any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverage's in the same amounts specified above and to make certificates of such insurance available to the AOC upon AOC's request.

3.9.6 The Contractor shall purchase and maintain property insurance (Builder's Risk) covering the project, including improvements to real property and goods and materials on the site to be incorporated into the project. Such property insurance shall be written on an "All Risk" Basis covering physical loss and damage including theft, vandalism and malicious mischief, collapse, water damage, and such other perils as may be applicable to the project. Such insurance shall include the interest of AOC, the Landlord, the Contractor and all subcontractors as their interest may appear.

SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

- 4.1 Offerors must submit proposals in two separate volumes:
- Volume I - TECHNICAL PROPOSAL
 - Volume II - FINANCIAL PROPOSAL

4.2 Proposals

- 4.2.1 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).
- 4.2.2 An unbound original, so identified, and three copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal and Volume II- Financial Proposal must also be submitted with the unbound originals technical or financial volumes, as appropriate.
- 4.2.3 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).

4.3 Submission

- 4.3.1 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.
- 4.3.2 All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

4.4 Volume I – Technical Proposal

- 4.4.1 Transmittal Letter: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 4.4.2 Format of Technical Proposal: Inside the sealed package described in Section 4.3, above, an unbound original, to be so labeled, three paper copies and one electronic version of the Technical Proposal shall be enclosed. Section 3 of this RFP provides requirements and this Section 4 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

proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall allow AOC officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by paragraph number. The technical proposal shall include the following sections in the stated order:

- 4.4.3 **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 for the technical proposal should follow the title page. **Note: Information that is claimed to be confidential under RFP Section 1.19 is to be printed on yellow paper and placed after the Title Page and before the Table of Contents in the Offeror’s Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential, Offeror must clearly designate any information that can reasonably be shown to be proprietary or confidential.**
- 4.4.4 **Executive Summary:** The Offeror shall condense and highlight the contents of the technical proposal and document that the Offeror meets the minimum qualifications in Section 2 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.
- 4.4.5 **Offeror Technical Response to RFP Requirements:**
1. **General.** The Offeror shall address each RFP requirement in the Technical Proposal and describe how its proposed services will meet those requirements. 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.
 2. Offeror shall submit a response to each item listed under Section 3.2 to 3.9.
- 4.4.6 **Offeror Construction Schedule:** The Offeror shall provide a detailed construction schedule in the form of a bar chart, including a delineation of all work to be completed during the project. The schedule should include all trades involved in the project and list all subcontractors proposed for the project.
- 4.4.7 **Offeror History of Firm and Subcontractors:** The Offeror shall include a brief description of its history and organization and of the history and organization of any proposed subcontractors.

4.4.8 Offeror Experience and Capabilities: The Offeror shall include information on past experience with similar requirements. Offeror shall describe their experience and capabilities through a response to the following:

1. An overview of the Offeror's experience providing the services, as applicable, to that included in this RFP. This description shall include: qualifications, background and experience of the Contract Manager and other staff proposed to work on the project.
2. A description of similar projects completed by the bidder within the past five years or longer. (Minimum of three (3) projects.)

4.4.9 References: Provide three (3) current customer references where the customer's needs are similar to those stated in the RFP. 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

4.4.10 Financial Capability and Insurance: The Offeror shall include the following, for itself, and, as applicable, for any corporate parent, or subsidiary.

1. Evidence that the Offeror has the financial capacity to provide the services, as described in its proposal, via profit and loss statements and balance sheets for the last two years.
2. 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 3.
3. 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

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

4.4.12 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)

MBE documentation, completed as required

4.5 Volume II - Financial Proposal

4.5.1 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, three bound copies, and one electronic copy (in MS Word or Excel) of the Financial Proposal in a separate envelope labeled as described in Section 4.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment E. Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal and in the format required in Section 1.18. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal. This is a fixed price Contract; prices are all inclusive and shall encompass all requirements in the RFP.

4.5.2 Offeror Cost Proposal: The Offeror shall include a detailed and itemized cost proposal.

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SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

5.1.1 Evaluation of the proposals shall be performed by a committee organized for the purpose of analyzing the technical proposals. Evaluations shall be based on the criteria set forth below. The Contract resulting from this RFP shall be based on the Proposal that is most advantageous to the Judiciary, considering the price and the evaluation factors set forth herein. In making this determination, technical factors shall receive greater weight than price factors.

5.1.2 The Offer shall be evaluated on the proposed services according to the specifications outlined in this RFP.

5.2 Technical Criteria

5.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:

- Offeror Experience and Capabilities
- Offeror Technical Response to RFP Requirements
- References

5.3 Financial Criteria

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

5.4 Selection Process and Procedures

5.4.1 General Selection Process:

1. The Contract shall be awarded in accordance with the competitive sealed proposals process under Article IV, Section 3 of the Judiciary's Procurement Policy. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.
2. Accordingly, the AOC may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the AOC also reserves the right to make an award without holding discussions. In either case, AOC 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.

5.4.2 Selection Process Sequence:

1. The first step in the process will be to assess compliance with the Offeror Minimum Qualifications set forth in Section 2 of the RFP. Offerors who fail to meet these basic requirements i.e, are qualified or potentially qualified will be disqualified and their proposals eliminated from further consideration.
2. The next step in the process will be an evaluation for technical merit. During this review oral presentations and discussions may be held with qualified or potentially qualified Offerors. The purpose of such discussions will be to assure a full understanding of the AOC requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to AOC. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the AOC. The Procurement Officer will contact Offerors if and when the schedule is set by the AOC.
3. Offerors must confirm in writing any oral clarification of, amendment to or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's Proposal.
4. The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.
5. Upon completion of all discussions and negotiations, reference checks, and site visits, 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 and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical shall be given greater weight than price factors.

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ATTACHMENTS

Attachment A	Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Price Proposal Form
Attachment E	C-1, General Notes, Material Legend
Attachment F	A-1, Office Proposed Plan
Attachment G	MI-1, Proposed Plan
Attachment H	Contractor Guideline
Attachment I	Contractor Rules & Regulations
Prime Contractors' "Good Faith Efforts / Waiver Checklist	
Maryland Judiciary (MJUD) Certified MBE Utilization and Fair Solicitation Affidavit-MBE FORM A ..	
Maryland Judiciary (MJUD) MBE Participation Schedule - MBE FORM B4	
Maryland Judiciary (MJUD) Outreach Efforts Compliance Statement - MBE FORM C	
Maryland Judiciary (MJUD) MBE Subcontractor Project Participation Affidavit - FORM D	
Maryland Judiciary (MJUD) Minority Contractor Unavailability Certificate - MBE FORM E	

ATTACHMENT A - CONTRACT

Contract number: K15-0036-25

MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS RENOVATIONS AT 2003 B COMMERCE PARK DRIVE

STANDARD TERMS AND CONDITIONS

This Contract is made this ____ day of _____ 2015, by and between the Administrative Office of the Courts (the "AOC") in the State of Maryland and **corporate name plus address** (the "Contractor") with Federal Taxpayer Identification Number **XX-XXXXXXX**.

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

1. Scope of Contract

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

Exhibit A: Contract Affidavit

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

Exhibit C: Contractor's Proposal dated **date of response** and subsequent BAFO dated _____ **2015** (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. No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section.
- 1.4 Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work,

an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty days (30) of receipt of a written change order and include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.

- 1.5 Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2. Term of the Contract

Unless the Contract is terminated earlier as provided herein, the term of the Contract is the period beginning with contract execution and will continue for one year after final acceptance until the expiration of the one-year warranty.

3. Consideration and Payment

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

final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. Final payment shall not be construed as a waiver or termination of any rights and remedies available to AOC for any failure of Contractor to perform the Contract in a satisfactory and timely manner.

4. Warranties

The Contractor hereby represents and warrants that:

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

5. Non-hiring of Employees

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

6. Non-employment of Contractor's employees

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

7. Disputes

Any claim regarding the proper interpretation of this Contract shall be submitted, in writing, to the Procurement Officer, together with a statement of grounds supporting the Contractor's interpretation. Pending resolution of a claim by the Procurement Officer, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. An adverse decision to the Contractor may be appealed by the Contractor to the Appeals Board within 15 days of the Procurement Officer's decision.

8. Maryland Law

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

9. Amendments

Except as provided in section 2, any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law and the Judiciary's Procurement Policy.

10. Non-discrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against any person because of race, color, religion, age, sex, marital status, national origin, disability, familial status, genetic information, and sexual orientation; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

11. Contingent Fee Prohibition

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

12. Non-availability of Funding

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

as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

13. Termination for Cause

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

14. Termination for Convenience

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

15. Delays and Extensions of Time

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

16. Suspension of Work

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

17. Pre-existing Regulations

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

18. Financial Disclosure

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

19. Political Contribution Disclosure.

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

20. Right to Audit

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

21. Cost and Price Certification

By submitting cost or price information, the Contractor certified to the best of its knowledge that the information submitted was accurate, complete, and current as of **(enter the date of the financial 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. Subcontracting and Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the Procurement Officer's prior written approval, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the Procurement Officer's prior written approval. Any such subcontract or assignment shall be subject to any terms and conditions

that the Procurement Officer deems necessary to protect the interest of the State. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

23. Indemnification

- 23.1 The Contractor shall indemnify the AOC against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 23.2 The AOC has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 23.3 The AOC has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 23.4 The Contractor shall immediately notify the Procurement Officer of any claim, suit or action made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.

24. Public Information Act Notice

The AOC provides public access to records in accordance with § 10-617(d) of the State Government Article, Annotated Code of Maryland, and other laws relating to access to public records, including Maryland Rules of Procedure, Rules 16-1001 through 16-1011. If a request is made to review any records pertaining to this contract, the Contractor may be contacted, as circumstances allow, to express its views on the availability of requested information. The final decision on release of any information rests with the AOC.

25. Conflict of Interest

- 25.1 "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.
- 25.2 "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.

25.3 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.

25.4 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**):

25.5 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.

26. 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: Karen Hoang, Procurement Specialist
Maryland Judiciary, Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401
410-260-1582 (Office)
410-260-2520 (Fax)

Contractor: specify

SIGNATURES:

In Witness Whereof, the parties have signed this Contract this _____ day of _____, 2015

Contractor:

_____ (SEAL) Date: _____

Signature
Authorized Representative

Maryland Judiciary:

_____ Date: _____

Gisela Blades, Executive Director
Procurements and Contract Administration

Approved for form and legal sufficiency this ____ day of _____, 2015

David R. Durfee Jr.
Executive Director, Legal Affairs

Reviewed:

_____ Date: _____

State Court Administrator
Pamela Harris, State Court Administrator
Maryland Judiciary

Approved:

_____ Date: _____

Mary Ellen Barbera, Chief Judge
Court of Appeals of Maryland

ATTACHMENT B – BID PROPOSAL AFFIDAVIT (Authorized Representative and Affiant)

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.

"Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES

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

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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):

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).

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):
-
-

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)

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ATTACHMENT C – CONTRACT AFFIDAVIT



CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name: _____

Department ID Number: _____

Address: _____

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

Name: _____
Department ID Number: _____
Address: _____

C. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

By: _____
(printed name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)

ATTACHMENT D – PRICE PROPOSAL FORMS

**PRICE PROPOSAL FORM
RFP No. K15-0036-25**

Price shall consist of all labor, materials, supervision and expertise, and any other component required to renovate an existing Office Suite located at 2001 B Commerce Park Drive, Annapolis, Maryland 21401 and convert it into a new Office Suite.

All work must be completed no later than April 17, 2015.

- 1. Total Price for all labor, materials, supervision and expertise, in accordance with RFP No. K15-0036-25** \$ _____

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

Submitted by Authorized Signature	
Date	
Print Name and Title	Email Address
Company Name	
Company Address	
Telephone	
Federal Tax Identification #	

ATTACHMENT E – A-0, GENERAL NOTES, MATERIAL LEGEND

MARYLAND JUDICIARY

2001 Commerce Park Drive, Suite 200B
Annapolis, Maryland

ARCHITECT WILSON + MERRILL LLC 2001 COMMERCE PARK DRIVE, SUITE 200B ANNAPOLIS, MARYLAND 21403 TEL: 410-293-1234 WWW.WILSONMERRILL.COM	GENERAL CONTRACTOR [Blank]
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<h3>ABBREVIATIONS</h3> <p> AC ACROSTIC AD ADJUSTED AN ANGLE AR ARCHITECTURAL AS ASSUMED AT AT THE B BOUNDARY C CENTER CL CENTERLINE CO COORDINATE CR CURVE D DIRECTION E ELEVATION F FACE G GROUND H HORIZONTAL I IDENTICAL J JOINT K KITCHEN L LENGTH M MATERIAL N NORTH O OVERTHROW P PERPENDICULAR Q QUANTITY R RADIUS S SURFACE T THICKNESS U UNIFORM V VERTICAL W WIDTH X X-CROSSING Y Y-CROSSING Z Z-CROSSING </p>	<h3>MATERIAL LEGEND</h3> <p> [Symbol] BRICK [Symbol] CONCRETE [Symbol] ASPHALT [Symbol] GRANITE [Symbol] STONE [Symbol] METAL [Symbol] GLASS [Symbol] WOOD [Symbol] INSULATION [Symbol] ROOFING [Symbol] PAINT [Symbol] FINISH [Symbol] FLOORING [Symbol] CEILING [Symbol] WALL [Symbol] DOOR [Symbol] WINDOW [Symbol] STAIR [Symbol] ELEVATOR [Symbol] MECHANICAL [Symbol] ELECTRICAL [Symbol] PLUMBING [Symbol] HVAC [Symbol] LIGHTING [Symbol] FURNITURE [Symbol] OTHER </p>	<h3>BUILDING CODE DATA</h3> <p> ADDRESS: 2001 COMMERCE PARK DRIVE, SUITE 200B, ANNAPOLIS, MD 21403 DISTRICT: 2001 ZONING: 2001 PERMITS: 2001 INSULATION: 2001 ROOFING: 2001 MECHANICAL: 2001 ELECTRICAL: 2001 PLUMBING: 2001 HVAC: 2001 LIGHTING: 2001 FURNITURE: 2001 OTHER: 2001 </p>	<h3>GENERAL NOTES</h3> <ol style="list-style-type: none"> 1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MARYLAND AND THE NATIONAL BUILDING CODES OF MARYLAND. 2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS. 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS. 4. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MARYLAND AND THE NATIONAL BUILDING CODES OF MARYLAND. 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS. 6. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MARYLAND AND THE NATIONAL BUILDING CODES OF MARYLAND. 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS. 8. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MARYLAND AND THE NATIONAL BUILDING CODES OF MARYLAND. 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS. 10. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MARYLAND AND THE NATIONAL BUILDING CODES OF MARYLAND. 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS. 12. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MARYLAND AND THE NATIONAL BUILDING CODES OF MARYLAND. 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS. 14. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MARYLAND AND THE NATIONAL BUILDING CODES OF MARYLAND. 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS. 16. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MARYLAND AND THE NATIONAL BUILDING CODES OF MARYLAND. 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS. 18. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MARYLAND AND THE NATIONAL BUILDING CODES OF MARYLAND. 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS. 20. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MARYLAND AND THE NATIONAL BUILDING CODES OF MARYLAND. 21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS. 22. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MARYLAND AND THE NATIONAL BUILDING CODES OF MARYLAND. 23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS. 24. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MARYLAND AND THE NATIONAL BUILDING CODES OF MARYLAND. 25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS.
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ATTACHMENT H – CONTRACTOR GUIDELINES



CONTRACTOR GUIDELINES

The following guidelines apply for any contractor performing tenant work at First Potomac properties.

- Contractor must have current Commercial Class A license for a minimum of (3) years
- Must provide Certificate of Insurance naming appropriate Owner-entity and Management Company as additional insured prior to the commencement of any work with the following requirements:
 - Worker's Compensation and Employer's Liability Insurance
 - Employer's Liability \$1,000,000 per Accident
 - Comprehensive or Commercial General Liability
 - Bodily Injury and Property Damage:
 - Each Occurrence - \$1,000,000
 - General Aggregate - \$2,000,000
 - Personal Injury Liability - \$1,000,000
 - Comprehensive Automobile Liability
 - Bodily Injury and Property Damage:
 - Each Occurrence - \$1,000,000 Combined Single Limit
 - Umbrella Liability
 - Limits of \$2,000,000
- NOTE: Coverages to be on Occurrence Form; All policies to waive Rights of Subrogation against Owner; Carrier to maintain rating of not less than A+15 from A-M Best & Company.
- Must provide references of at least (3) similar commercial and/or retail projects
- Must provide progress and final lien waivers throughout project listing appropriate owner-entity
- Must abide by First Potomac Construction Rules and Regulations

All contractors must be approved by regional Construction Manager. Any exceptions to the above guidelines must be approved in advance by Manager of Tenant Construction.

A Pre-Construction meeting with the contractor and the Landlord will be held prior to start.

All work shall be performed in a quality workmanlike manner and in conformance with the construction documents and in accordance with the manufacturer's recommendations. All materials used shall be new unless indicated or approved otherwise.

All work must conform to generally accepted architectural and interior design standards and building codes for Anne Arundel County.

Any unforeseen or unclear conditions are to be reported to the architect and owner prior to proceeding with any work.

Contractor to provide own dumpster for removal of any construction materials.

Contractor must adhere to January 7 letter to Roxanne McKagan outlining approval of tenant improvement and the conditions, Landlord's Contractor Rules and Regulations, and Contractor Guidelines. See three documents attached.

ATTACHMENT I - CONTRACTOR RULES AND REGULATIONS



CONTRACTOR RULES AND REGULATIONS

(This page must be posted on the project site, visible to all construction personnel)

The Contractor shall be responsible for meeting these performance requirements throughout the course of the Work. Exceptions shall only be allowed at First Potomac's discretion and with First Potomac's prior written approval.

1. PROHIBITED ACTIVITIES

The following activities are specifically PROHIBITED from occurring on First Potomac's property and cannot be undertaken by any Contractor or Subcontractor:

- a. Accessing tenant space without approval and/or First Potomac escort, if applicable
- b. Use of tenant equipment
- c. Using or sitting on any Tenant's furnishings or equipment
- d. Unauthorized use of any and all building equipment, including but not limited to, elevators, utilities; trash compactor, dumpster, etc.
- e. Unauthorized removal of building property
- f. Intentionally harming or destroying any property
- g. Unauthorized parking in restricted areas
- h. Unauthorized on-site storage
- i. Consumption of alcohol or possession of controlled substances on site
- j. Unauthorized congregation in building common areas
- k. Cooking or quantity food preparation on site
- l. Eating or coffee breaks in tenant or common areas
- m. Smoking in the building (smoking in designated areas on property only)
- n. Sleeping in the building or on the property
- o. Unauthorized use of building restroom areas
- p. Objectionable, abusive, or unacceptable personal behavior of Contractor's personnel or physically or verbally abusing any individual who works or visits the building.
- q. Improper disposal of waste, residues, or debris
- r. Loud noises on site considered by First Potomac as objectionable
- s. Access to non-work areas
- t. Worker interviews
- u. Roof access without prior notification and escort by one of the First Potomac personnel.
- v. Possession of firearms, explosives, or weapons
- w. Gambling of any type
- x. Duplication of building keys or distribution to unauthorized persons.
- y. Providing access for unauthorized persons to any non-public areas of property/building
- z. Violating any Local, State or Federal statutes while on the property.

II. GENERAL BUILDING RULES

A. Access Procedures

1. Contractors must notify First Potomac 24 hours prior to working outside of or beyond normal business hours which are Monday through Friday, 6:00 am to 6:00 pm.
2. Contractor must notify First Potomac at least 48 hours in advance to access utility rooms or for any system shut downs (electric, gas, sprinkler, etc.).
3. If tenant spaces must be accessed, Contractor must provide notice to First Potomac at least one (1) week in advance. Certain tenant spaces may require an escort or security clearance and may require longer advance notice.
4. All lights must be turned off and all points of access secured at the end of each day.
5. Construction workers must be in uniform or display a Contractor's badge at all times while on the property.
6. Contractor must provide all contact information for the project manager(s), superintendent(s) and all foremen to First Potomac. A foreman must be in the building at any time that his/her crews are working.
7. Workers are allowed only on the floors where construction is actually taking place.
8. Construction personnel will only use the approved restrooms. The construction team will keep the facilities clean at all times. If problem arise from improper use of the facilities, portable toilets will be required at Contractor's expense at a location designated by First Potomac.
9. First Potomac is not required to provide parking to any Contractor or Subcontractor. If parking is provided, Contractor must park only in designated area(s).
10. Loading Dock (as applicable): During normal business hours, use of the Loading Dock is limited to 20 minutes for loading and unloading and for no other purpose. If the Loading Dock is needed during non-business hours, please contact First Potomac. No storage of materials is allowed within the Loading Dock or immediate area. Material and supplies must be immediately delivered to tenant or construction space. **ABSOLUTELY NO PARKING ALLOWED WITHIN THE LOADING DOCK. VIOLATORS WILL BE TOWED AT THEIR EXPENSE.**

B. Elevators (as applicable)

1. Only designated freight/padded elevators will be used to carry equipment/materials. Use of passenger elevators is not permitted.
2. Prior to the commencement of construction, a pre-inspection and documentation of existing conditions of interior cab finishes is required by representatives of both Contractor and First Potomac.

3. Elevators will be cleaned at the end of each day.
4. Elevator tracks will be kept clean at all times; floor covering will be covered with Masonite or other suitable material. No tape on finishes!
5. Elevator door hooks will be protected on the floor that construction work is in progress.
6. Contractor must provide 24 hour advance notice to reserve freight elevator.
7. Freight elevators may be taken out of service from 20 minutes to one-hour intervals on prior request to First Potomac and only with the on-site supervision of First Potomac personnel.
8. Carrying material on top of the elevator or tampering with its components is strictly prohibited.
9. Prior to and after construction, elevator hoistways will be inspected for cleanliness. Conditions will be documented by First Potomac, Contractor, and Elevator Contractor. If hoistway is found to be in need of a clean down as a direct cause of construction dust and debris, it will be cleaned by First Potomac's Elevator Contractor at the sole cost of the Contractor.

C. Building Trash Dumpsters and Regulated Waste Removal

1. No construction or demolition material of any kind is to be put in building dumpsters, trash compactors or recycling containers.
2. Contractor's dumpster location must be approved in advance and must be set on plywood.
3. Construction trash will be removed by the Contractor daily from the project area and site.
4. Contractor is prohibited from storing material on site without prior approval of First Potomac.
5. It shall be the responsibility of the Contractor to remove any and all regulated waste (i.e. used oil, paints or solvents) generated by the Contractor or its subcontractor from the building or property. Contractor shall legally and properly dispose of all waste and provide proof to First Potomac (bill of lading or manifest). *Improper disposal of wastes, residues or debris could result in immediate dismissal from the premises.*

D. Protection Systems

1. In the event that any fire and life safety system will need to be disabled to complete work, the Contractor must notify First Potomac at least 12 hours in advance and follow impairment procedures.
2. Building fire alarm system will be called out by First Potomac personnel ONLY for additions, changes and/or repairs. The Contractor shall not tamper with the building's fire safety and sprinkler system.
3. In the event that any welding, soldering, or open flame apparatus is required to complete the Work, the Contractor must notify First Potomac of such event with 24 hours of notification. The building fire alarm system must be disabled, and Contractor must follow First Potomac's hot work procedures and all procedures to stand a fire watch.

4. Smoke detectors in affected area must be covered with a plastic bag at the beginning of each work day, but must be removed at the end of each work day as well.
5. Contractor must use base building fire alarm vendor as designated by First Potomac for all programming and final fire alarm tie-in.
6. Contractor must check in with First Potomac to verify "green" fire alarm panel at the end of each day prior to leaving jobsite.
7. Fire suppression systems including but not limited to fire pump, jockey pumps, etc. shall be back in "auto" or "manual" position.

E. Core Drilling

1. No core drilling, hammer drilling, jack hammering, shooting track or any other disruptive work will be permitted between the hours of 7:30 am and 6:00 pm unless approved in advance.
2. GPR must be performed on any and all areas requiring penetrations prior to performing work. X-ray is not permitted unless required by First Potomac and may only be performed between the hours of 11:00 pm and 5:00 am. If GPR is inconclusive, engagement of a structural engineer to approve GPR or X-ray films are at the sole cost of the contractor.
3. Contractor and all Subcontractors shall not use anchors in excess of 3/4" without x-raying the area prior to installation.

F. Cabling

1. All cable passing through a plenum ceiling must plenum rated.
2. When passing through a firewall or demising wall, the hole must be sleeved and fire stopped.
3. All cables must be run in the cable trays or hung per code from the ceiling approximately every six feet.

G. Electrical Panels

All electrical panels are to be labeled when new work is completed under the direction of First Potomac at the Contractor's expense.

H. HVAC

1. Contractors are not to sit or stand on building equipment.
2. As applicable, Contractor must use base building energy management system control contractor as designated by First Potomac for all HVAC control work.
3. It shall be the responsibility of the Contractor to isolate the heating, ventilating, and air conditioning systems of the Work Site from the remainder of the building. Under no circumstances shall the Contractor utilize materials such as, but not limited to, cleaning

agents, paint, thinners, or adhesives that, if released in the work site atmosphere, could spread to tenants areas, causing discomfort or posing any type of health hazard during normal business hours between 7:00 am and 6:00 pm.

4. Filter media must be used to prevent construction dust from contaminating building ductwork, equipment and adjacent areas. Contractor must protect all other HVAC equipment from construction dust and debris and to be returned to First Potomac in good working order.

1. Roof

1. All roof work must be performed by the building's authorized roof warranty contractor, and Contractor must provide 24 hour prior notice to First Potomac.

2. Doors and Locks

1. Contractor shall install building standard locksets only. First Potomac will provide key type, key way, and bit list. ALL keys and locks shall fall under the building master and sub-master keying system.
2. All keys and locks removed during construction will be turned over to First Potomac with room numbers attached. Unused hardware shall also be turned over to First Potomac.
3. Doors and frames to be protected as well as sidelights.

IV. GENERAL CONSTRUCTION AND BUILDING REQUIREMENTS

A. General Requirements

1. Contractor shall perform all work in accordance with local codes.
2. Permits and Inspection Notices must be clearly posted at site entrance.
3. Contractor signage may be posted at site entrance(s) only and may not exceed 24"x36" (for site identification only).
4. At completion of work, the Contractor shall ensure that all surfaces are clean and unmarked.
5. Contractor shall repair all damages caused by him or his subcontractors during construction.
6. All breakers, fuses and switches shall be marked to designate the equipment or areas which the circuit serves. This will be completed under the direction of First Potomac personnel.
7. Window coverings and sills, and baseboard heaters must be wrapped and protected.
8. Utility sinks are to be cleaned daily if used. At no time are paintbrushes to be cleaned in utility sinks using paint thinner. Contractor agrees not to dispose of thinner down any drain. Standard waste only!

9. Areas not under construction, but affected by construction, including lobbies and corridors, are to be protected; floors and carpet are to be covered with masonite or equal; dust barriers shall be erected where necessary for added protection.
10. Construction firms shall provide their own trash cans for empty bottles, cans, and food wrappings. These shall be emptied daily.
11. Absolutely no flammables shall be stored on the premises. This includes oil-based paint, paint thinner, varnish, etc.
12. Contractor and all Subcontractors shall provide SDS Sheets for all products used at the premises. This includes paint products, cleaning products, etc.
13. Contractor and all Subcontractors shall not use any odor causing products between 7:00 am and 6:00 pm, Monday — Friday. This includes polyurethane and oil based paint products, stains and varnishes, etc.
14. All existing equipment is the property of First Potomac, including but not limited to doors, hardware, HVAC equipment, light fixtures, appliances, millwork, etc. Representatives from both Contractor and First Potomac to devise a disposal plan prior to any demolition or remove of such.
15. First Potomac reserves the right to inspect work at any time and may reject work that is not code compliant, does not conform to construction documents, or work that may affect or alter the exterior appearance, structural components or service systems of the building.

.....
I have read and understand the Contractor's Rules & Regulations and agree to all conditions contained therein.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

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.

**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.

PAGE 1 OF 2

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

PAGE 2 OF 2

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 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. 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.
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting may not be used to meet an MBE goal.
6. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
 - A. If the firm is certified as a broker of the products/supplies, for purposes of achieving the MBE participation goal, you may count **only** the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - **not** the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.
7. For each MBE firm being used as a supplier/wholesaler/regular dealer/manufacturer 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 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.
NAME OF MBE SUBCONTRACTOR	CERTIFICATION NO. AND MBE CLASSIFICATION	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. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE</u> _____% (Total Percentage for purposes of calculating achievement of MBE Participation goal).

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.
NAME OF MBE SUBCONTRACTOR	CERTIFICATION NO. AND MBE CLASSIFICATION	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: <hr/> (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 <hr/>	3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE</u> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;"></div> % (Total Percentage for purposes of calculating achievement of MBE Participation goal).

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.

PRIME CONTRACTOR	SUBCONTRACTOR (SECOND-TIER)
Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____ _____	Printed Name and Title: _____ _____
Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____ _____
Date: _____	Date: _____ _____

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