



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

REQUEST FOR PROPOSALS

K14-0033-29

FOR

MJUD NETWORK CABLE AND WIRING SERVICES

ISSUED:

APRIL 8, 2014

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

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

THE JUDICIARY
NOTICE TO OFFERORS/CONTRACTORS

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

Title: MJUD Cable and Wiring Services
Project No: K14-0033-29

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

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

Other: _____

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

REMARKS:

Offeror Name: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

THE JUDICIARY

REQUEST FOR PROPOSALS

MJUD CABLE AND WIRING SERVICES

PROJECT NUMBER - K14-0033-29

RFP Issue Date: APRIL 8, 2014

RFP Issuing Office: Procurement and Contract Administration

**Procurement Officer: Kelly Moore, Procurement Specialist
Maryland Judiciary, Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401
410-260-1583 Office
410-260-2520 Fax
kelly.moore@mdcourts.gov**

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

Pre-Proposal Conference: April 15, 2014 at 11:00 A.M.

Closing Date and Time: May 2, 2014 at 12:00 Noon

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.

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Administrative Office of the Courts is issuing this Request for Proposals to procure Cable and Wiring Services for the Maryland Judiciary. The Cable and Wiring Services include, all materials, labor, supervision and expertise required to install terminated and unterminated copper and fiber optic cable, as well as ancillary equipment, peripheral wiring and equipment and supplies used to support data, video and/or voice applications, for the Maryland Judiciary. Cable and Wiring Services may be required in any or all of the twenty-three (23) Maryland Counties and Baltimore City. The Master Contract resulting from this RFP will provide the AOC the flexibility of obtaining these services quickly and efficiently by issuing Purchase Order Requests for Proposals (PORFP) specific to its needs.
- 1.1.2 The AOC intends to award a Master Contract to all Offerors the AOC determines to be qualified. All Offerors awarded a Master Contract will be invited to compete for a PORFP. Each request for actual Cable and Wiring Services, throughout the term of the Master Contract, will be issued and summarized by the AOC in a PORFP. Based upon the evaluation of responses, and as specified in the PORFP, a single Master Contractor will be selected for award. A Purchase Order (PO) will then be issued by the AOC to the selected Master Contractor, which will bind the Master Contractor to the terms of the PORFP response, including price. Neither a PORFP nor a PO, may, in any way, conflict with or supersede the Master Contract.

1.2 Abbreviations and Definitions

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

- a. AOC – The Maryland Administrative Office of the Courts.
- b. AOC Point of Contact (AOC POC) – AOC contact listed in a PORFP.
- c. Contract Manager (CM) – The AOC representative who serves as the manager for the resulting Master Contract.
- d. Fixed-price PORFP – A PORFP which places responsibility on the Master Contractor for the delivery of the Cable and Wiring Services for the complete performance of the services in accordance with the PORFP at a price that may be firm or may be subject to contractually specified adjustments.
- e. Fixed Hourly Labor Rates – Fully loaded hourly rates that include all direct and indirect costs and profit for the Master Contractor to perform Cable and Wiring Services required in a PORFP.

- f. Fully Loaded – Fully loaded fixed price that includes all direct and indirect costs and profit for the Contractor to perform. The indirect costs shall include all costs that would normally be considered general and administrative costs and/or routine travel costs, or which in any way are allocated by the Master Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to services required in a PORFP. Non-routine travel costs will be identified in a PORFP, when appropriate, in accordance with the Judicial Branch Travel Policy.
- g. Local Time - Time in the Eastern Time zone as observed by the Maryland Judiciary.
- h. Master Contract – The Contract between each of the Offerors determined technically capable of performing the requirements of this RFP and the AOC.
- i. Master Contractor – An Offeror who is awarded a Master Contract under this RFP.
- j. MBE – MDOT Certified Minority Business Enterprise
- k. Offeror – An entity that submits a proposal in response to this RFP.
- l. Purchase Order (PO) – Authorizes the selected Master Contractor to proceed with delivery of products and/or any services requested via a PORFP.
- m. POC – Point of Contact.
- n. Procurement Officer – The AOC representative, as identified in Section 1.6, responsible for this RFP, for the determination of the Master Contract scope issues, and the only Judiciary representative who can authorize changes to the Master Contract.
- o. Request for Proposals (RFP) – Request for Proposals No. K14-0033-29 for MJUD Cable and Wiring Services dated April 8, 2014, including any and all amendments.
- p. Service Location –Judiciary location requesting service listed in a PORFP.
- q. Service Location Point of Contact (POC) – POC at the Judiciary location requesting service.
- r. Purchase Order Request for Proposals (PORFP) – A request by the AOC for the price and any other factors associated with providing the required Cable and Wiring Services.
- s. Judiciary – The Maryland Judiciary.

1.3 Master Contract Type

The Master Contract shall be an Indefinite Quantity Indefinite Delivery (IDIQ) Contract.

1.4 Master Contract Duration

The term of this Contract shall be for a period of three years, beginning on the date that the AOC executes the Master Contracts. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including seven, one year renewal options.

1.5 Procurement Officer

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

Kelly Moore, Procurement Specialist
Maryland Judiciary, Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401
Phone Number: 410-260-1583
Fax Number: 410-260-2520
E-mail: kelly.moore@mdcourts.gov

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

1.6 Contract Manager

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

Liz Clarke, IT Portfolio Manager
State of Maryland - Judiciary Information Systems
2661 Riva Road
Annapolis, Maryland 21401

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

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1.7 Pre-Proposal Conference

A pre-proposal conference will be held on April 15, 2014 registration begins at 10:45 A.M. and the meeting will begin at 11:00 A.M. at:

Maryland Judiciary
Judiciary Education and Conference Center (JECC)
2011 D Commerce Park Drive
Annapolis, Maryland 21401

AOC recommends that attendees bring a copy of the RFP and a business card to help facilitate the registration process.

Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

The pre-proposal conference will be summarized. As promptly as is feasible subsequent to the pre-proposal conference, a summary of the pre-proposal conference and all questions and answers known at that time will be posted on the Maryland Judiciary website (www.mdcourts.gov) and eMaryland Marketplace.

In order to assist with attaining adequate seating and other accommodations at the pre-proposal conference, please e-mail the Pre-Proposal Conference Response Form (Attachment D) to the attention of Kelly Moore at kelly.moore@mdcourts.gov or fax to (410) 260-2520, no later than **1:00 PM on April 14, 2014**. Although every attempt will be made to provide adequate seating, seating is not guaranteed. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call no later than **1:00 PM on April 11, 2014**. AOC will make reasonable efforts to provide such special accommodation.

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

1.9 Proposals Due (Closing) Date

An unbound original and one bound copy of the technical proposal must be received by the Procurement Officer, at the address listed in Section 1.6, no later than **12:00 noon** (local time) on **May 2, 2014** in order to be considered. An electronic version (CD) of the Technical Proposal must be enclosed with the original technical proposal. Insure that the CD is labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the technical proposal.

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

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

1.10 Duration of Offer

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

1.11 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted on the Maryland Judiciary website (www.mdcourts.gov) 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; Discussions

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

1.13 Incurred Expenses

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

1.14 Economy of Preparation

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

1.15 Protests/Disputes

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

1.16 Multiple or Alternative Proposals

Neither multiple nor alternate proposals will be accepted.

1.17 Public Information Act Notice

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

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

1.18 Offeror Responsibilities

The selected Offeror shall be responsible for 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.

1.19 Mandatory Contractual Terms

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

1.20 Proposal Affidavit

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

1.21 Contract Affidavit

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

1.22 Minority Business Enterprises

1.22.1. General: “An MBE Subcontractor participation goal of **10%** has been established for this solicitation. Each offeror/bidder shall complete, sign and submit MJUD MBE Form A “Schedule for Participation of Minority Business Enterprise and MJUD MBE Form B “Minority Contractor Project Disclosure and Participation Schedule” (MJUD FORM B) at the time it submits its technical proposal or bid response.”

1.22.2 Waiver: “If the offeror/bidder is unable to achieve the MBE participation goal, it shall request a waiver in whole, or in part, of the overall goal by checking the second box on the MJUD MBE FORM A. Failure to indicate the need for a waiver will result in the Judiciary’s rejection of the bid/proposal.”

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

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

1.23 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Master Contract if selected for Master Contract award.

1.24 Procurement Method

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

1.25 Verification of Registration and Tax Payment

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

1.26 Payments by Electronic Funds Transfer

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

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

1.27 Confidentiality Agreement

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Confidentiality Agreement. A copy of this Agreement is included for informational purposes as [ATTACHMENT O](#) of this RFP. This Agreement must be provided within five business days of notification of proposed Contract award.

1.28 Contract Extended to Include Other State or Non-State Maryland Governments or Agencies

To the extent permitted by law, other Maryland government entities may purchase from the Master Contractor goods or services covered by this Contract under the same terms and conditions as the Maryland Judiciary.

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SECTION 2 – SCOPE OF WORK

2.1 Scope

- 2.1.1 The Administrative Office of the Courts is issuing this Request for Proposals to procure Cable and Wiring Services for the Maryland Judiciary. The Cable and Wiring Services include, all materials, labor, supervision and expertise required to install terminated and unterminated copper and fiber optic cable, as well as ancillary equipment, peripheral wiring and equipment and supplies used to support data, video and/or voice applications, for the Maryland Judiciary. The Master Contract resulting from this RFP will provide the AOC the flexibility of obtaining these services quickly and efficiently by issuing Purchase Order Requests for Proposals (PORFP) specific to its needs.

The Cable and Wiring Services may be required in any or all of the twenty-three (23) Maryland Counties and Baltimore City. Potential locations of services within the Maryland Judiciary are as follows:

1. AOC - 4 locations in Annapolis
2. District Court – 5 locations in Annapolis (Headquarters, Industrial Drive complex, Traffic Processing Center, Data Entry, and Transcribing)
3. District Court - 45 locations, including Commissioners offsite offices
4. Circuit Court - 34 locations, including sites with additional buildings at different addresses
5. Offsite Court of Appeals and Court of Special Appeals offices

2.2 Minimum Requirements

- 2.2.1 The Offeror's organization must have 3 years of experience providing all materials, labor, installation, supervision and expertise to perform Network Cable and Wiring Services, as stated in this RFP.
- 2.2.2 Master Contractor is required to have a BICSI certified Registered Communications Distribution Designer on staff.
- 2.2.3 Master Contractor Employees and subcontractors shall have current EPA-approved asbestos awareness training, so that asbestos can be recognized when encountered.

2.3 General Master Contractor Requirements

- 2.3.1 The Master Contractor shall keep itself informed of and comply with all Federal, State and local laws, regulations, ordinances, policies, standards and guidelines affecting projects applicable to its activities and obligations under this Contract, as those laws, policies, standards and guidelines may be amended from time to time, and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Master Contract.

- 2.3.2 Master Contractor shall obtain all applicable permits, including low voltage permits for the installation of cable and wiring prior to commencement of any work.
- 2.3.3 Master Contractor shall be required to meet or exceed the applicable American National Standard Institute (ANSI) and Electronic Industries Association / Telecommunications Industry Association (EIA/TIA) 568 and 569 specifications, as well as all local, County, State and National (IBC) building codes and current BICSI recommendations and procedures.
- 2.3.4 Master Contractor shall use fiber optic cable that meets or exceeds EIA/TIA specifications.
- 2.3.5 Master Contractor shall use the following components for fiber related projects: ceramic, SC, ST, LC, FC, Mechanical, Epoxy, Hot Melt, Composite fiber.
- 2.3.6 Master Contractor shall use building materials and construction methods in compliance with the latest version of the Maryland Department of Transportation's "Standard Specifications for Construction and Materials" a copy of which can be purchased by contacting the State Highway Administration's Cashiers Office, 707 North Calvert Street, Room 108, P.O. Box 717, Baltimore, MD 21203-0717.
- 2.3.7 Master Contractor shall supply new materials and meet the latest design and fabrication standards of the Electronics Industry Association (EIA). Old or used materials must not be used as substitutes for new, regardless of condition or repair, unless approved in advance in writing by the AOC's Contract Manager.
- 2.3.8 Installation shall be in accordance with the equipment manufacturer's instructions, BICSI (Building Industry Consulting Service, International) standards, EIA/TIA (Electronic Industries Alliance / Telecommunications Industry Association) standards, and specifications in this RFP, and specific instructions as outlined in the PORFP.

Installations will include any of the following types of cables:

1. Cat 5e plenum 4 pair data cable, cat6 plenum, cat6 shielded cable, 4 pair data cable, cat5e shielded 4 pair data cable, fiber cable including direct burial, riser and horizontal cabling, single mode and multimode cable. Voice cable will generally be one of the data cable types. All twisted pair cable is to be plenum rated. All cables to have foot markers. All cables will comply with establish standards to include EIA/TIA 568 and its subsequent releases.
2. Coax cable in RG56, RG59, RG6 and RGQ6 form. Depending on the installation requirements this cable may need to be plenum rated. This will be determined by a walk-through of each project site.
3. Audio cable installations may include a need for 6 pair or 9 pair audio cable. Either of these cables will have individually shielded pairs with an overall shield for the complete assembly. This cable will be plenum rated. 2 wire stranded speaker cable may also be required.
4. Microphone cable. Installations may include a requirement for either single pair or two pair microphone cable. Each pair is to be individually shielded. Cables will be plenum

rated. Master Contractor will be responsible for terminating cables as required. This will include rj45 shielded and unshielded terminations. RG terminations including BNC, F type and XLR terminations. Microphone cable using 3 pin XLR connectors.

5. Audio cables will not require terminations.
 6. Fiber cable will need to be terminated as ST, SC or LC depending on the existing termination scheme at any particular site. Cable will cover both 62.5/125 and 50/125 types. Either multi-mode or single mode cable may be required. Fusion splicing of fiber cables may be required.
 7. Master Contractor will install patch panels, racks and ladders in data closets, as required.
 8. Master Contractor will install punch down blocks, either 110 or 66 blocks, as required.
 9. Master Contractor will supply and install fiber patch panels, as required.
 10. Master Contractor will supply both fiber and copper patch cords, as required.
 11. Master Contractor will route and terminate cabling in modular furniture, as required.
- 2.3.9 Exact placement of cable path and termination panels are subject to the approval of and shall be coordinated with the AOC's Project Manager as defined in the PORFP.
- 2.3.10 Master Contractors shall be present at the Pre-proposal conferences of each project to which they consider proposing, as stated in the PORFP, which will require onsite discussion of existing conditions and proposed cable and wiring solutions. Each courtroom and building is unique with its own set of limitations, so Master Contractor's flexibility and creativity are required.
- 2.3.11 Master Contractor will be working in courtrooms and will be required to design/layout cable and wiring solutions that do not affect the appearance of the courtroom. If required to complete the project, the Master Contractor will be required to augment the wiring path by "drilling access holes in judge's/clerks benches or associated furniture without impacting the appearance of same, painting raceways, molding and wall plates to match surrounding colors, finishes, etc.
- 2.3.12 Master Contractor shall supply detailed specifications and design drawings of the proposed conduit path, fiber cable and associated termination panels utilizing .pdf, .jpg, or .tif format as required by the user. The AOC's Project Manager may specify a specific format in the PORFP.
- 2.3.13 Master Contractor shall provide one set of "as built drawings" for cable projects in excess of fifty (50) runs.
- 2.3.14 Master Contractor shall maintain daily contact with the AOC's Project Manager when work is being performed on site.
- 2.3.15 Master Contractor shall supervise and direct the work, using the best skill and attention. The Master 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 Master Contractor or subcontractors or suppliers at any tier design or are required to design, supply, install or provide any portion of the work.

- 2.3.16 Master 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 Master Contractor to do so will not relieve the Master 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 AOC employee or representative prior to the execution of this contract, unless such understanding or representation is expressly stated in the PORFP.
- 2.3.17 Master Contractor shall survey the beginning state of the project site/building as far as existing damaged ceiling tiles and walls. Master Contractor shall guarantee the project site will be left in the same condition as when work began.
- 2.3.18 Master Contractor is responsible for moving any furniture or other items and replacing same. Master Contractor shall not move PC's, monitors and printers, unless directed by AOC's Project Manager.
- 2.3.19 Master Contractor is responsible for repair or replacement of any furniture, office machines, flooring, carpeting, ceiling tiles, cleaning, touching-up painted walls and containing dust and dirt or other items that may be damaged as a result of its work.
- 2.3.20 Master Contractor is responsible for daily removal of all debris, materials, supplies, and all packaging and delivery materials from the site. There will not be any dumpsters on site available for Master Contractor's use. Master Contractor shall leave the area free of debris after each work shift. Each evening Master Contractor shall move all Master Contractor equipment completely off site or to an area approved by AOC's Contract Manager.

2.4 Work Hours

- 2.4.1 The Court and court's offices are open 5 days a week. When Court holidays offer an opportunity to schedule work on holidays, the Courts may take advantage of same.
- 2.4.2 Master Contractors must be able to work all weekdays, evenings, weekends and holidays, as required for each individual project and as stated in each PORFP.
- 2.4.3 The Master Contractor's work must be executed in such a manner that it minimizes disruption of day-to-day functions. Project site availability is often dictated by the Court's schedule. Master Contractors may be required to stop work at any time by an officer of the court. This could happen when noise created by the installation is heard in a courtroom and may interrupt judicial proceedings. At that time, Master Contractor and court officers will need to determine if the delay is short term or if work will stop for the day and will need to be rescheduled.

- 2.4.4 Master Contractor shall schedule all work with the AOC's Project Manager as defined in the PORFP.
- 2.4.5 Regular business hours are hereby defined as weekdays during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.
- 2.4.6 Evenings are hereby defined as 5:00 P.M. to 6:00 A.M. on weekdays, Monday through Friday and 8:00 A.M. to 12:00 A.M. on Saturdays, Sundays and Holidays.

2.5 Master Contractor Testing and Certification

- 2.5.1 Master Contractor shall provide, on a per job basis, written certification, that all cables, ancillary equipment and installation services meet all current applicable ANSI and EIA/TIA specifications.
- 2.5.2 Master Contractor shall test installed products to ensure they meet the ANSI and EIA/TIA specifications and provide written certification of all cable installations, within seven (7) business days from job completion.
- 2.5.3 Fiber optics provided and installed by the Master Contractor shall be tested in accordance with the following criteria:
1. Master Contractor shall provide test results for all fiber optic cables installed. The test results shall be provided electronically or in a hardcopy written format unless otherwise stated in the PORFP.
 2. All fiber optic cable shall be tested, including tests for open or reversed fibers, their wave lengths and levels of attenuation with connecting hardware in place at the workstation (if applicable) end-to-end.
 - A. All tests shall be conducted after installation, with an optical time domain reflectometer (OTDR) and may require bi-directional testing.
 3. Attenuation in terminated fiber optics shall be equal to or better than the manufacturer's specifications.
 - A. Connectors associated with the fiber optic cable installation must not exceed 0.5 dB attenuation per pair;
 - B. Attenuation loss levels of greater than 9.0 dB will not be accepted for end-to-end fiber optic runs except when the PORFP requires the specific design and function;
 - C. These tests shall be conducted after installation.

4. The final acceptance test shall occur after installation and consist of a performance test, which will involve testing the installed cable plant.

2.5.4 Copper cabling provided and installed by the Master Contractor shall be tested and certified in accordance with the following criteria:

1. All cabling and related connecting hardware, outlets, and other components shall be tested and certified at the conclusion of the installation;
2. All cables and connectors shall be tested for continuity and polarity, including tests for open, short, split, and reversed circuits (pairs) prior to the performance of final acceptance tests;
3. The final acceptance test shall consist of a high level testing and certification including, but not limited to, near end cross-talk, characteristic impedance, attenuation, return loss, length, etc. Cable shall be certified to perform at cable manufacturer's specifications.

2.5.5 Labeling Requirements

1. All components of the structured cabling system require physical labeling. At a minimum, the following components must be labeled:
 - A. Communications outlets to be labeled using a Court approved scheme
 - B. IDF/MDF connecting hardware
 - C. Cables
 - D. Terminal/equipment ports

2.5.6 Asbestos Related Installations

1. In circumstances where asbestos is found, the Master Contractor is to immediately stop work and notify the AOC's Contract Manager, the AOC's Project Manager and the proper State authorities. The AOC's Contract Manager will notify the Master Contractor when the Master Contractor is authorized to resume work.

2.6 Security Requirements

2.6.1 Master Contractor shall furnish to the Contract Manager a minimum of ten days prior to commencement of work or upon issuance of a PORFP award, a completed Maryland Department of General Services Authorization of Release of Information form (Attachment L) and a Maryland Department of General Services Police Contractors Security Clearance form (Attachment M) for each person entering a Department of General Services facility for each project.

1. The cost for approved background checks is \$15.00 and will be at the Master Contractor's expense.

2.6.2 Master Contractors shall comply with and adhere to the JIS, IT Security Policy and Standards where applicable. These policies may be revised from time to time and the Master Contractor shall comply with all such revisions. Updated and revised versions of the JIS, IT Policy and Standards are available on-line at: <http://mdcourts.gov/aoc/pdfs/jis-securitypolicystandards.pdf> .

2.6.3 IT Security

1. Security Regarding Master Contractor-owned Computer Equipment. The Master Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by JIS.
2. Master Contractor shall fill-out any necessary paperwork for security access to sign on at the State's site. If access to the State's LAN/WAN is granted, it will be directed and coordinated with JIS.

2.6.4 Physical Security

1. While on State premises, each person who is an employee or agent of the Master Contractor or subcontractor shall display his or her company ID badges at all times. Each such employee or agent shall provide additional photo identification, upon request of State personnel.
2. At all times and at any facility, the Master Contractor's or subcontractors personnel shall ensure cooperation with State site requirements, which include: being prepared to be escorted at all times.

2.7 Reports and Meetings

2.7.1 Periodically, the Judiciary may require a Master Contractor to generate specific reports related to past or future work initiatives, employee certification etc. Additionally, as required the Judiciary may call "face to face" meetings to review new technologies, processes or procedures, or review specific assignments.

2.8 Personnel Qualifications

2.8.1 Master Contractors shall propose staff available at the time of the PORFP and provide personnel that satisfy the personnel qualifications specified within the PORFP

2.8.2 Specific areas of required expertise may be further defined in a PORFP. Master Contractors shall certify that all candidates meet the required qualifications.

2.8.3 The PORFP will define specific project requirements and shall clearly identify applicable experiences related to projects and technologies being used.

2.8.4 Substitution of Personnel

1. Individuals proposed and accepted as personnel for a POFFP are expected to remain dedicated throughout the PORFP commitment.
2. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute and any other information requested by the AOC's Contract Manager to make a determination as to the appropriateness of the proposed substitution.
3. All proposed substitutes of personnel must have work experience and qualifications equal to or better than the personnel being replaced and that reflected in the PORFP.
4. Substitutions will be allowed only when the AOC's Contract Manager and Procurement Officer specifically agrees to the substitution in writing and the proposed substitute passes the required background check.
5. Resumes shall be signed by all substituting individuals and their supervisor. The official resume of the previous employee shall be provided for comparison purposes.

2.9 Master Contract Management Procedures

- 2.9.1 Master Contractor is expected to establish a project organization/office to provide overall management of the Contract work. The Master Contractor shall manage dedicated personnel, and all subcontractors.
- 2.9.2 The Master Contractor shall designate a primary POC, who will be responsible for the response to any PORFPs and overall cost, schedule, and technical performance. This individual will be the principal POC throughout the duration of the Master Contract.

2.10 Acceptance / Punch List / Completion Requirements

- 2.10.1 The AOC's Contract Manager shall have the sole authority to determine acceptable / unacceptable work and final acceptance. A pre-acceptance walk-through shall be conducted with the AOC's Contract Manager or AOC's Project Manager and the Master Contractor. The AOC's Contract Manager or AOC's Project Manager reserves the right to perform tests prior to acceptance of each project; to ensure compliance with the requirements and specifications of the Contract. A "punch list" of items that need to be repaired will be given to the Master Contractor. The Master Contractor must complete repairs within five (5) business days of walk-through. Final acceptance shall occur upon satisfactory completion of all repairs.

2.11 Warranty

- 2.11.1 All installation materials, network equipment, fiber optic cable, coax cable, cat5 shielded or unshielded cable, cat6 shielded or unshielded cable, all audio cable, termination panels,

splices and path restoration furnished by the Master Contractor shall be fully guaranteed against defects in materials and workmanship for a minimum period of one (1) year after installation and final acceptance.

A standard manufacturer's warranty, on parts and labor or one year warranty on parts and labor, whichever is greater, for new network equipment, fiber termination panels, fiber optic cable work shall be included as part of these conditions.

All defective items must be replaced free of charge during the warranty period. All other terms and conditions of the warranty must be provided in the technical response.

The Contractor shall provide documentation that the equipment is titled to the Judiciary from the manufacturer and furnish the AOC's Contract Manager with all manufacturers' warranties and operating manuals.

The AOC shall be entitled to any remedies provided by law at all times.

2.12 AOC Responsibilities

2.12.1 AOC shall remove and replace any pictures, mirrors or other wall hangings.

2.12.2 AOC shall provide access to its facilities.

2.13 PORFP Procedures

2.13.1 The AOC's Project Manager will email a PORFP to all Master Contractors.

2.13.2 The AOC's Project Manager shall conduct a Pre-proposal conference at the project site as stated in each PORFP, which all interested Master Contractors are required to attend. (There will only be one pre-proposal conference for each project.)

2.13.3 The Master Contractor shall prepare a **detailed** price proposal to the AOC's Contract Manager and Project Manager via email by the due date as stated in the PORFP.

2.13.4 After award, the AOC's Project Manager or designated Judiciary contact shall schedule all on-site activity with Master Contractor. Designated Judiciary on-site contacts have authority to amend/stop work and shall do so in writing to the Master Contractor and Procurement Officer.

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2.13.5 PORFP Content

The AOC, POC will offer a PORFP to all Master Contractors awarded a Master Contract to propose to actual Cable and Wiring services. As an example, a PORFP may contain the following information:

- A) PORFP issue date;
- B) PORFP due date;
- C) AOC POC;
- D) Place of Performance;
- E) Place of Performance POC;
- F) Pre-proposal conference date and time;
- G) Description of the required Cable and Wiring Services;
- H) Description of Cable and Wiring Materials and Equipment;
- I) Description of Cable and Wiring Installation services;
- J) Description of Cable and Wiring Testing and Maintenance Services;
- K) Description of the hours the work is to be performed (Regular business hours or after business hours on nights and weekends or holidays)
- L) Delivery requirements;
- M) Invoicing instructions;
- N) Special requirements, if applicable;
- O) Type of PORFP (Fixed Price, Time and Materials, Emergency);
- P) Performance period;
- Q) Security requirements, if applicable.

2.13.6 PORFP Submission Requirements

Upon receipt of a PORFP (Attachment N), each Master Contractor shall, no later than the PORFP due date and time, either prepare and submit a detailed price proposal, or provide an explanation as to why they do not intend to submit a price proposal. As an example, the price proposal may provide the following:

- A) Explanation of how the Master Contractor intends to meet the requirements of the PORFP;
- B) Proposed performance schedule in GANTT chart format;
- C) Proposed number of personnel;
- D) Proposed number of hours to complete project;
- E) Proposed number of days to complete project;
- F) Subcontractors name(s) and addresses, if any;
- G) Detailed written description of any work to be subcontracted, if any;
- H) An estimate of staff time to be required of Judiciary employees associated with each project;
- I) Proposed personnel with resumes, if applicable.
- J) Proposed price;

2.13.7 Procedure for Awarding a PORFP

Evaluation criteria for award will be established in the PORFP. The PO will be awarded to the Master Contractor whose proposal is determined to be the most advantageous to the Judiciary, considering price and the evaluation factors set forth in the PORFP. The AOC will initiate and deliver a PO to the selected Master Contractor.

2.13.8 Commencement of Work after Award

Cable and Wiring Services shall be initiated only upon issuance of a PO or a Notice-to-Proceed authorized by the AOC's Contract Manager or AOC's Project Manager. The lead time to commence work after a PO or Notice-to-Proceed 5 business days or as stated in the PORFP.

2.14 Insurance Requirements

2.14.1 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. A copy of the Offeror's current certificates of insurance (property, casualty and liability) should be submitted with Offeror's proposal in accordance with Section 3.4.3 of the RFP.

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

2.14.3 The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requiring of any and all insurance as set forth in this RFP, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

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

- A. The Contractor shall maintain Worker's Compensation insurance as required by the laws of the State of Maryland and including Employer's Liability coverage with a minimum limit of \$500,000 - each accident; \$500,000 disease-each employee; and \$500,000 disease-policy limit.
- B. Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal or bodily injuries and \$1,000,000 per occurrence

and aggregate for property damage. A combined single limit per occurrence of \$2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by or for the Administrative Office of the Courts within the scope of this Contract. Such insurance shall include but shall not be limited to, the following:

- C. Comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations, b) completed operations, c) independent Contractors, d) liability assumed by oral or written contract or agreement, including this contract, e) additional interests of employees, f) notice of occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) incidental (contingent) medical malpractice, j) extended definition of bodily injury, k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, l) broad form coverage for damage to property of the Administrative Office of the Courts, as well as other third parties resulting from completion of the Contractor's services.
- D. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.
- E. Comprehensive Automobile Liability:

Limit of Liability - \$1,000,000 Bodily Injury
\$1,000,000 Property Damage

In addition to owned automobiles, the coverage shall include hired automobiles and non-owned automobiles with the same limits of liability.

The insurance required under sub-paragraphs (A),(B), (C) and (D) above shall provide adequate protection for the Contractor against claims which may arise from the Contract, whether such claims arise from operations performed by the Contractor or by anyone directly or indirectly employed by him, and also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to other.

Any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverage's in the same amounts specified above.

2.15 Invoicing

2.15.1 After performance acceptance by the AOC CM, invoices shall be submitted by the Master Contractor to the AOC's Contract Manager and the AOC's Project Manager and shall include, at the minimum, the following information:

- A) Billing name and address of Project Location as identified in the PORFP;
- B) Master Contractor name;
- C) Full itemized list of services;
- D) Supporting Documentation;
- E) E-mail address/phone number of Master Contractor's POC;
- F) Remittance address;
- G) Federal taxpayer identification or (if owned by an individual) Master Contractor's social security number;
- H) Invoice period, invoice date, invoice number and amount due, and;
- I) PO number(s) being billed.
- J) PORFP Reference Number

2.15.2 The Judiciary is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Master Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

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

2.16 Travel Reimbursement

2.16.1 Routine travel is travel within a 50-mile radius of the Master Contractor's facility. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Master Contractor's facility.

Non-routine travel is travel beyond the 50-mile radius of Master Contractor's facility. Non-routine travel will be identified within a PORFP, if appropriate, and will be reimbursed according to the Judiciary's travel regulations and reimbursement rates, which can be found at: <http://courts.state.md.us/family/grants/2011/judiciarytravelpolicy.pdf> If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel and will not be reimbursed. The Master Contractor may bill for labor hours expended in traveling by automobile beyond the identified 50-mile radius.

It is the Master Contractor's responsibility to have non-routine travel pre-approved by AOC's Project Manager.

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SECTION 3 – PROPOSAL FORMAT

3.1 One Part Submission

Offerors shall submit a proposal in one volume:

- Volume I - TECHNICAL PROPOSAL

Offerors will be required to submit only one Proposal. As described below, the Technical Proposal shall contain a section on Offeror experience and capabilities. Offerors must follow the instructions within this section.

3.2 Proposals

Volume I-Technical Proposal shall be sealed and submitted to the Procurement Officer. An unbound original, so identified and one copy are to be submitted. An electronic version (CD) of Volume I - Technical Proposal shall be submitted with the unbound original technical volume. The electronic version shall bear a label on the outside containing the RFP number and name, the name of the Offeror, and Volume number I.

3.3 Submission

Each Offeror is required to submit a sealed package for Volume I, which is to be labeled Volume I-Technical Proposal. The sealed package shall bear the RFP title and number, name and address of the Offeror, the Volume number I, closing date and time for receipt of the proposals on the outside of the package. Offerors shall submit only one Technical Proposal. Offerors shall include a separate section describing how the Offeror has the ability to provide and how the Offeror qualifies to provide what is proposed. All pages of proposal Volume shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter: A transmittal letter shall accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror’s Responsibilities in Section 1.19.

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

3.4.3 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 shall follow the title page for the Technical Proposal.

3.4.4 Executive Summary: The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary”. The Summary shall provide a broad overview of the contents of the entire proposal. 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. If there are no exceptions taken, the Offeror is to state that they have no exceptions 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. Offerors certified as a Maryland Minority Business Enterprise are asked to provide those certification numbers.

3.4.5 Offeror Technical Response to RFP Requirements:

The Offeror shall address each RFP requirement and submit a response to each item listed under section 2.2 to 2.11 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. As stated previously, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the Judiciary’s needs.

3.4.6 Offeror History of Firm and Subcontractors: The Offeror shall provide documentation indicating it meets the minimum requirements, as stated in section 2.2.

3.4.7 Offeror Experience and Capabilities:

1. Offeror’s shall include information on past experience with similar requirements;
2. Offeror’s shall include the organizations past experience providing Network Cable and Wiring services;
3. Offeror’s shall include the length of time the organization has been providing Network Cable and Wiring Services.

3.4.8 References: Provide three (3) current client references. Provide the following information for each client reference:

1. Name of Client Organization
2. Name, title, and telephone number of Point-of-Contact for client organization

3. Value, type, and duration of contract(s) supporting client organization
4. The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and number of employees serviced

3.4.9 Other Required Submissions:

1. Completed Bid/Proposal Affidavit (Attachment B)
2. A copy of the Offeror's current certificate of insurance required by Section 2.9 (property, casualty and liability), which, at a minimum, shall contain the following:
 - Carrier (name and address)
 - Type of insurance
 - Amount of coverage
 - Period covered by insurance
 - Exclusions
3. 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."

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SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

Master Contracts will be awarded to all qualified Offerors in accordance with the Competitive Sealed Proposals procurement process.

4.2 Technical Criteria

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

1. Offeror's experience and capabilities
2. Offeror's Technical Response to RFP Requirements
3. Offeror's references

4.3 Financial Criteria

Financial Proposals are not required at this time. Pricing for actual Network Cable and Wiring Services will be required at the secondary level of competition, in response to the PORFP.

4.4 Selection Procedures

4.4.1 General Selection Process:

1. The Contract shall be awarded in accordance with the competitive sealed proposals process under Article IV 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 Judiciary may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the Judiciary also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the Judiciary may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

4.4.2 Selection Process Sequence:

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

2. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
3. Upon completion of all discussions and negotiations, and reference checks, if any, the Procurement Officer shall recommend award of the Contract to each of the responsible Offeror's whose proposal is determined to be acceptable to the Judiciary.
4. Award Determination: Upon completion of all discussions and negotiations, the Procurement Officer will recommend award of a Master Contract to all technically qualified Offeror(s).

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ATTACHMENT A – MJUD NETWORK CABLE AND WIRING SERVICES CONTRACT

CONTRACT NUMBER: K14-0033-29
STANDARD TERMS AND CONDITIONS

MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS
MJUD NETWORK CABLE AND WIRING CONTRACT

This Contract is made this _____ day of _____ 2014, by and between the Administrative Office of the Courts (the “AOC”) in the State of Maryland and **corporate name plus address** (the “Contractor”) with Federal Taxpayer Identification Number **XX-XXXXXXX**.

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

1. Scope of Contract

1.1 The Contractor shall provide Network Cable and Wiring Services (hereinafter “Services”), for the Judiciary as described in the PO and the PORFP. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A, B, C, and D, the terms of this Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provisions:

Exhibit A: Request for Proposals dated April 8, 2014 and all amendments and exhibits thereto (collectively referred to as the “RFP”)

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

Exhibit C: Contractor’s Financial Proposal dated date of response

Exhibit D: Contract Affidavit

1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail.

1.3 The Procurement Officer may, at any time, by written order make changes in the work within the general scope of the Contract, the PORFP, or the PO. No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section.

- 1.4 Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty days (30) of receipt of a written change order and include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.
- 1.5 Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2. Term of the Contract

The term of this Contract shall be for a period of three years, beginning on the date that the AOC executes the Master Contract, unless terminated earlier as provided in this Master Contract. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including seven, one year renewal options.

3. Consideration and Payment

- 3.1 In consideration of the satisfactory performance of the services and delivery of the goods set forth in this Contract and any PORFP, the AOC shall pay the Contractor in accordance with the terms of this Contract and the PO's issued.
- 3.2 Sole point of contact for any contractual issues is Kelly Moore, Procurement Officer.
- 3.3 Verification and approval of invoices for the Maryland Judiciary shall be authorized by Vadim Olyashevsky and submitted to Vadim Olyashevsky, 2661 Riva Road, Annapolis, Maryland 21401.
- 3.4 All invoices shall be submitted monthly after the completion and acceptance by the AOC for each deliverable and include the following information: full itemized list of services, 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.
- 3.5 Acceptance will occur upon AOC's determination that all requirements of the Contract have been met.
- 3.6 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. PORFPs

A PORFP may specify terms in addition to the terms specified herein. Such additional terms may include warranties, deliverables, and acceptance test requirements. PORFPs and POs may not limit the AOC's rights as provided by law, in this Contract, or in the RFP and may not change the terms of this Contract or the RFP.

5. Warranties

The Contractor hereby represents and warrants that:

- 5.1 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;
- 5.2 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;
- 5.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- 5.4 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.

6. Non-hiring of Employees

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

7. Non-employment of Contractor's employees

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

8. Disputes

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

9. Maryland Law

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

10. Amendments

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

11. Non-discrimination in Employment

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

12. Contingent Fee Prohibition

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

13. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Contract succeeding the first fiscal year, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the AOC's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and

the AOC from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The AOC shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

14. Termination for Cause

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

15. Termination for Convenience

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

16. Delays and Extensions of Time

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

17. Suspension of Work

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

18. Pre-existing Regulations

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

19. Financial Disclosure

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

20. Political Contribution Disclosure

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

21. 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 the date of execution of this contract by the AOC. 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 date of execution of this contract by the AOC 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.

Contractor 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.

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: Kelly Moore, Procurement Officer
Maryland Judiciary, Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, MD 21401
410-260-1583

Contractor: _____

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SIGNATURES:

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

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 _____, 2014

David R. Durfee Jr.
Executive Director, Legal Affairs

Reviewed:

_____ Date: _____
Pamela Harris, State Court Administrator
Maryland Judiciary

Approved:

_____ (SEAL) Date: _____
Hon. Mary Ellen Barbera, Chief Judge
Court of Appeals

ATTACHMENT B - Bid/Proposal Affidavit

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

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)

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 and Department ID

Number: _____

Address: _____

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

Name and Department ID

Number: _____

Address: _____

C. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

RFP No. K14-0033-29

Project Title: MJUD Network Cable and Wiring Services

A pre-proposal conference will be held on April 15, 2014. Registration begins at 10:45 AM and the meeting will begin promptly at 11:00 AM local time at:

Maryland Judiciary
Judiciary Education and Conference Center (JECC)
2011 D Commerce Park Drive
Annapolis, Maryland 21401

Directions to the pre-proposal conference site: See Attachment E.

Please mail, email, fax or return this form in person by 1:00 PM on April 14, 2014 advising whether or not you plan to attend this Conference.

Email or fax this form to:

Kelly Moore
E-mail: kelly.moore@mdcourts.gov
Fax: 410-260-2520

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1. _____
- 2. _____

_____ No, although we plan to propose to the MJUD Cable and Wiring Services RFP, we will not be in attendance.

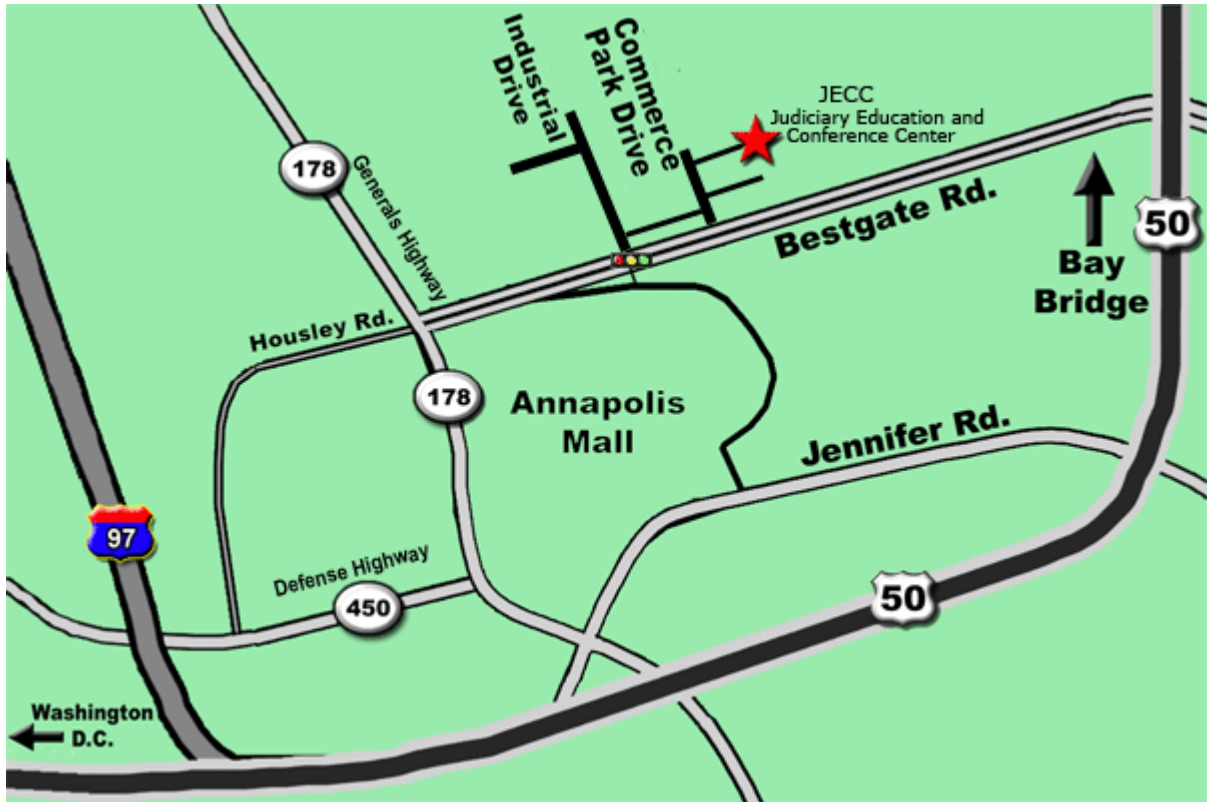
_____ No, we will not be attending.

Company/Firm/Offeror Name

Contract Name & Telephone

ATTACHMENT E - Pre-Proposal Conference Directions

Maryland Judiciary
Judiciary Education and Conference Center (JECC)
2011 D Commerce Park Drive
Annapolis, Maryland 21401



From Baltimore

- Take 695E to 97S.
- Take 97S to 50E.
- Take Exit 24 - Rowe Boulevard. Make a left at the signal onto Bestgate Road.
- Follow through three traffic lights and turn right at the light onto Commerce Park Drive.
- Make a right at the sign for Building Eight, enter at #2011D. Additional parking in the rear at #2009D entrance.

From the Eastern Shore

- Take 301S to 50W.
- Continue on 50W over the Bay Bridge toward Annapolis.
- Take Exit 24B - Bestgate Road.
- Follow through three traffic lights and turn right at the light onto Commerce Park Drive.
- Make a right at the sign for Building Eight, enter at #2011D. Additional parking in the rear at #2009D entrance.

From Western Maryland

- Take 70E to 32E.
- Take 97S to 50E.
- Take Exit 24 - Rowe Boulevard. Make a left at the signal onto Bestgate Road.
- Follow through three traffic lights and turn right at the light onto Commerce Park Drive.
- Make a right at the sign for Building Eight, enter at #2011D. Additional parking in the rear at #2009D entrance.

From Southern Maryland

Charles County:

- Take 301N
- Take 50E to Exit 24 - Rowe Boulevard. Make a left at the signal onto Bestgate Road.
- Follow through three traffic lights and turn right at the light onto Commerce Park Drive.
- Make a right at the sign for Building Eight, enter at #2011D. Additional parking in the rear at #2009D entrance.

St. Mary's County:

- Take Route 4N to Route 2N.
- Take 50E to Exit 24 - Rowe Boulevard. Make a left at the signal onto Bestgate Road.
- Follow through three traffic lights and turn right at the light onto Commerce Park Drive.
- Make a right at the sign for Building Eight, enter at #2011D. Additional parking in the rear at #2009D entrance.

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ATTACHMENT F – MBE FORM A

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

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

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

1. MBE Participation (PLEASE CHECK ONLY ONE)

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

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

OR

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

2. Additional MBE Documentation

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

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

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

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

3. Information Provided to MBE firms

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

4. Products and Services Provided by MBE firms

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

PAGE 2 OF 2

ATTACHMENT G – MBE FORM B

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/manufacture or providing a service, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

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

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

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

PART 2 – MBE PARTICIPATION SCHEDULE

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

Prime Contractor	Project Description	SOLICITATION NUMBER

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

COLUMN 1	COLUMN 2	COLUMN 3
		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. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE <div style="background-color: #cccccc; width: 100px; height: 20px; display: inline-block;"></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 (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
NAME OF MBE SUBCONTRACTOR	CERTIFICATION NO. AND MBE CLASSIFICATION	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. 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. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE <div style="background-color: #cccccc; width: 100px; height: 20px; display: inline-block;"></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

ATTACHMENT H – MBE FORM C

**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

ATTACHMENT I – MBE FORM D

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

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

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

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

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

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

ATTACHMENT J – MBE FORM E

**MARYLAND JUDICIARY (MJUD)
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE
MBE FORM E**

Section I (to be completed by PRIME CONTRACTOR)

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

(Name of Prime Contractor)

located at

(Number)

contacted certified minority business enterprise,
(Date)

(Name of certified Minority Business Enterprise)

Note: Certified minority business enterprise must complete Section II.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

PRIME CONTRACTORS'
GOOD FAITH EFFORTS/WAIVER CHECKLIST

Prime Contractors who put Good Faith into action will:

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

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

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

ATTACHMENT L – Authorization of Release of Information

STATE OF MARYLAND

GENERAL SERVICES MARYLAND CAPITOL POLICE

AUTHORIZATION OF RELEASE OF INFORMATION

I, _____
LAST FIRST MIDDLE RACE SEX

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

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

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

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

Witness

Applicant

Address

Date

Maryland Judiciary – Administrative Office of the Courts

ATTACHMENT M – Contractors Security Clearance

Martin O'Malley
Governor

Anthony G. Brown
Lt. Governor



Alvin C. Collins
Secretary

MARYLAND DEPARTMENT OF GENERAL SERVICES POLICE

OFFICE OF THE CHIEF

CONTRACTORS SECURITY CLEARANCE

Date: _____

PCO: _____

Application / Employee Information

1. FULL NAME _____

(First) (Full Middle Name) (Last)

2. ADDRESS: _____

3. GENDER: _____ RACE: _____ HEIGHT: _____ WEIGHT: _____

4. DATE OF BIRTH: ___/___/___ 5. SS#: _____

6. DRIVER'S LICENSE #: _____ STATE: _____

7. HOME TELEPHONE #: _____

8. APPLICANT / EMPLOYEE TRADE: _____

9. ATTACH COPY OF APPLICANT'S DRIVER'S LICENSE - (Make sure photo is clear and light enough to identify the individual) Contractor (\$15.00 – Pay By Check /Money Order Only)

Company Information

1. NAME OF COMPANY: _____

2. ADDRESS OF COMPANY: _____

3. COMPANY TELEPHONE #: _____ FAX #: _____

4. Project #: _____ Building _____ Task _____

For Office Use Only NEW _____ RENEWAL _____ ADMIN SPECIALIST INT. _____

APPROVED _____ or DISAPPROVED _____

Reviewing Officer: _____ Date: _____

ID Card # Front _____ ID Card # Back _____ Payment _____

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

ATTACHMENT N – SAMPLE PORFP

Purchase Order Request for Proposals (PORFP)

MJUD Network Cable and Wiring Services

Master Contract Number K13-0048-40

Master Contractor Instructions:

1. Master Contractors if submitting a response, shall do so no later than the due date and time listed on the PORFP below.
2. The Master Contractor when submitting a PORFP with an MBE participation goal must complete, sign and submit Attachment F-1 (Schedule for Participation of Minority Business Enterprises) and Attachment G-2 (Minority Contractor Project Disclosure and Participation Statement).
3. The Price Proposal the Master Contractor submits shall contain the following:
 - A) Explanation of how the Master Contractor intends to meet the requirements of the PORFP;
 - B) Proposed performance schedule in GANTT chart format;
 - C) Proposed number of personnel;
 - D) Proposed number of hours to complete project;
 - E) Proposed number of days to complete project;
 - F) Subcontractors name(s) and addresses, if any;
 - G) Detailed written description of any work to be subcontracted, if any;
 - H) An estimate of staff time to be required of Judiciary employees associated with each project;
 - I) Proposed personnel with resumes, if applicable.
 - J) Proposed price;
4. If a Master Contractor does not intend to respond, the Master Contractor shall email the AOC's Contract / Project Manager no later than the due date and time listed on the PORFP indicating that a response will not be submitted. Please include in the email the reason why a response will not be submitted.
5. Master Contractors are specifically directed NOT to contact any Judiciary personnel or its contracted consultants for meetings, conferences, or discussions that are specifically related to this PORFP at any time prior to any award. Unauthorized contact with any Judiciary personnel or the Judiciary's contracted consultants may be cause for rejection of the Master Contractor's proposal.

**Purchase Order Request for Proposals (PORFP)
MJUD Network Cable and Wiring Services**

Master Contract Number K14-0033-29

Section 1 –General Information			
PORFP Number:	<i>Enter the Purchase Order (PO) number released against the Cable and Wiring Master Contract Blanket Purchase plus date of issuance of PORFP (Kxx-xxxx-xx / mm/dd/yyyy)</i>		
PORFP Type:	<i>Select the applicable PORFP type from the drop-down list. Only one type can be selected from the following:</i> -Fixed Price -Time & Materials -Emergency (business interruption)		
Functional Area/s for this PORFP: (Check all that apply)	<i>Check the applicable type of work combination for this PORFP. Check all that apply:</i> - (Materials and Equipment) - (Installation) - (Testing and Maintenance)		
Business Reason / Project	State business reason work is required. Identify original requestor of the work described in this PORFP		
Minority Business Enterprise (MBE) Goal			10 %
PORFP Issue Date: mm/dd/yyyy	Date of issue to Contractors	PROPOSAL DUE DATE and TIME:	Date Proposals are Due to MJUD
Place of Performance:	Detail regarding location work is to be performed. Example: District Court of Maryland, Washington County 36 West Antietam Street Hagerstown, Maryland 21740		
Pre-proposal Conference:	Detail regarding location of proposal conference. Example: Tuesday, April 15, 2014 at 11:00 A.M. Meet in Main Entrance waiting area at 10:45 A.M. The pre-proposal conference will begin at 11:00 A.M.		

Special Instructions:	<i>Describe any special instructions for the Master Contractor regarding delivery of equipment / performance of services. For example, personnel must notify the POC upon arrival.</i>		
Security Requirements(if applicable) ☺	Describe as required		
Quote Instructions:	Pricing to be provided in three major categories: Labor, Materials, travel.		
Invoicing Instructions:	Invoicing to include: location, date of work, business reason, cost breakdown by labor, materials, and travel. Include address the invoice is to be sent upon completion of work.		
Section 2 –Agency Point of Contact (POC) Information			
Agency / Division Name:			
POC Name:	Jane Doe	POC Phone Number:	410-260-xxxx
POC Email Address:	Jane.Doe@mdcourts.gov		
POC Mailing Address: (If different than invoicing address)	Maryland Judiciary, Xxxx, xxxxxxxxxxxx Annapolis, Maryland 21041		
Section 3 –Project Site POC Information / Project Address			
Project POC Name:	John Doe	POC Phone Number:	
POC Email Address:	John.doe@mdcourts.gov		
Project Address:	District Court of Maryland, Washington County 36 West Antietam Street Hagerstown, Maryland 21740		

Section 4 – Scope of Work	
Cable and Wiring Material & Equipment (Provide itemized list of required information and model number/s. If type of equipment is unknown, describe required functionality):	
List Required Cable and Wiring Materials, Equipment and Model Number/s	Quantity
1. 2. 3.	1. 2. 3.
Due Date for Delivery: (mm/dd/yyyy)	
Cable and Wiring Installation (Provide itemized list of required installation services. If type of equipment is unknown, describe required functionality):	
List Cable and Wiring Installation	List Deliverables
1.	
Cable and Wiring Testing and Maintenance (Provide itemized list of required services and deliverables)	
List Required Cable and Wiring Testing and Maintenance	List Deliverables
1.	
Special Projects (Describe Nature of Work to include deliverables and material requirements)	
1.	

Hours and Days Project is to be Performed

Work Start Date: Mm/dd/yyyy	Estimate is not available prior to PORFP submittal date
Work End Date: Mm/dd/yyyy	Estimate is not available prior to PORFP submittal date
Regular Business Hours	
After Business Hours on Nights and Weekends	All work must be performed after business hours; on nights and weekends.
Holiday Hours	

Travel Reimbursement, if applicable
(Non-routine travel is travel beyond the 50-mile radius of Master Contractor’s facility)

1.

Section 5 – Evaluation Criteria
(Provide a list of evaluation criteria in descending order of importance)

1. Price.
2. Response to PORFP requirements. (Solution Proposed)

Basis for Award Recommendation

The Judiciary will recommend award to the Master Contractor whose proposal is determined to be the most advantageous to the Judiciary, considering price and the evaluation factors set forth in the PORFP.

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

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

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

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

5. That upon termination of my employment or contractual relationship, I shall return any electronic device belonging to the Maryland Judiciary that stores information and that I shall not attempt to access that device or the information stored within it. In addition, I shall sign a written statement certifying that I have destroyed all confidential information that I may have stored on my personal devices during the period of my employment or contractual relationship.
6. That violation of any provision of this agreement may result in: (i) disciplinary action against me, up to and including termination of employment; (ii) termination of any contract between the Maryland Judiciary and myself; (iii) termination of any contract between my employer and the Maryland Judiciary; (iv) injunctive relief; (v) damages; and (vi) criminal liability.

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

Employee/Agent/Contractor's Printed Name

Date

Employee/Agent/Contractor's Signature

Manager/Project Manager's Signature

Date