



**ADMINISTRATIVE OFFICE OF THE COURTS
580 TAYLOR AVENUE, 4TH FLOOR
ANNAPOLIS, MARYLAND 21401**

**REQUEST FOR PROPOSALS
K10-0129-25**

FOR

COURT RELATED BUILD-OUT

ISSUED:

May 27, 2010

WARNING: A prospective offeror bidder who has received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide that office with the prospective bidder's name and mailing address so that amendments to the Request for Proposals or other communications can be sent to the prospective contractor. Failure to contact the Issuing Office may result in non-receipt of important information.

Minority Business Enterprises are encouraged to respond to this Invitation for Bids.

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

**THE JUDICIARY
NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of State 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 submit a proposal on this Contract, please email this completed form to kelly.moore@mdcourts.gov.

Title: Court Related Build-out

Project No: K10-0129-25

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.).
- 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

Court Related Build-out

PROJECT NUMBER K10-0126-25

RFP Issue Date: May 27, 2010

RFP Issuing Office: Procurement and Contract Administration

**Procurement Officer: Kelly Moore, Procurement Specialist
Maryland Judicial Center
Administrative Office of the Courts
Procurement and Contract Administration
580 Taylor Avenue, A-4
Annapolis, Maryland 21401
410-260-1583
410-260-1749 Fax
kelly.moore@mdcourts.gov**

**Proposals are to be sent to: Attn: Kelly Moore
Maryland Judicial Center
Administrative Office of the Courts
Procurement and Contract Administration
580 Taylor Avenue, A-4
Annapolis, Maryland 21401**

Pre-Proposal Conference: Thursday, June 3, 2010, 12:30PM

Closing Date and Time: Monday, June 14, 2010, 12:00 noon

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The Administrative Office of the Courts is issuing this Request for Proposals for the build-out of space at a leased property, 2001 C Commerce Park Drive, Annapolis, Maryland for the Maryland Judiciary.

1.2 Abbreviations and Definitions

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

- a. Contract – The Contract attached to this RFP as Attachment A
- b. Contractor – The selected Offeror
- c. Local Time – Time in the Eastern Time Zone
- d. MBE – Minority Business Enterprise
- e. Offeror – An entity that submits a proposal in response to this RFP
- f. Procurement Officer – The only Judiciary representative responsible for this RFP, for the determination of contract scope issues, for authorizing changes to the contract. The Procurement Officer for this Request for Proposals is Kelly Moore.
- g. RFP – Request for Proposals for the [blank] dated [blank] 2010, including any and all amendments.
- h. Contract Manager – The Judiciary representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
- i. The Judiciary business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days on which the AOC has been closed by order of the Chief Judge).

1.3 Contract Type

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

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of [blank]. The Judiciary shall have the right to exercise up to [blank, blank-year] renewal options at its sole discretion.

1.5 Procurement Officer

The sole point of contact in the Judiciary 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 Judicial Center
Administrative Office of the Courts
Procurement and Contract Administration
580 Taylor Avenue, A-4
Annapolis, Maryland 21401
410-260-1583
410-260-1749 Fax
kelly.moore@mdcourts.gov**

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

1.6 Contract Manager

**Rocky McKagan, Director, Administrative Services
Maryland Judicial Center
Administrative Office of the Courts
580 Taylor Avenue, A-2
Annapolis, Maryland 21401**

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

1.7 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on Thursday, June 3, 2010, beginning at 12:30PM, at 2001 C Commerce Park Drive, Annapolis, MD 21401. Attendance at the Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP.

1.8 Questions

- 1.8.1 The Procurement Officer, prior to the Pre-Proposal Conference, shall accept written questions from prospective Offerors. If possible and appropriate, such questions shall be answered at the Pre-Proposal Conference. Questions may be submitted to the Procurement Officer by mail, facsimile, or preferably, e-mail. Questions, both oral and written, shall also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions shall be answered at the Pre-Proposal Conference.
- 1.8.2 Questions shall also be accepted subsequent to the Pre-Proposal Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due

date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all entities who are known to have received a copy of the RFP.

1.9 Proposal Due (Closing) Date

An original and five copies of each proposal (technical and financial) must be received by the Procurement Officer, no later than 12:00 noon on June 14, 2010 in order to be considered. An electronic version (CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal in MS Word format must be enclosed with the original Financial Proposal. All diskettes or CDs must be labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

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

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

1.10 Duration of Offer

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

1.11 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the Judiciary's Procurements web page. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

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

1.12 Cancellations

The Judiciary reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all or any qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the Judiciary. The Judiciary also reserves the right, in its

sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.13 Oral Presentations/Discussions

1.13.1 A qualified or potentially qualified Offeror may be asked to make oral presentations summarizing its technical proposal to Judiciary representatives. The Procurement Officer will notify an Offeror of the time and location.

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

1.13.2 The presentation may include, but is not limited to, the following items:

- Description and demonstration of how the Offeror plans to meet the identified requirements in the RFP and RFP Attachment [blank]
- Offeror's experience and capabilities as it relates to this RFP
- Description of the Offeror's organization

1.14 Incurred Expenses

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

1.15 Economy of Preparation

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

1.16 Protests/Disputes

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

1.17 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

1.18 Access to Public Information Act Notice

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

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. All information which is claimed to be confidential is to be submitted on yellow paper and identified with particularity, set out in bold-face upper case type, placed after the Title Page and before the Table of Contents in the Technical proposal and if applicable in the Financial proposal.

1.19 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.23 below. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization consents to the terms of the RFP and will guarantee the performance of the subsidiary.

1.20 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. A proposal taking any exceptions to the terms and conditions of the RFP will not be considered.

1.21 Proposal Affidavit

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

1.22 Contract Affidavit

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

1.23 Minority Business Enterprises

A MBE subcontractor participation goal of 15% has been established for this solicitation.

1.24 Arrearages

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

1.25 Procurement Method

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

1.26 Verification of Registration and Tax Payment

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

1.27 Payments by Electronic Funds Transfer

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

SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Requirements

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

Offerors must be a commercial contractor licensed and bonded in the State of Maryland.

The principal of the organization must have five years of experience constructing commercial interiors and base building alterations.

The organization must have 5 years experience constructing commercial interiors and base building alterations of 2,000 or more square feet.

SECTION 3 – STATEMENT OF WORK

3.1 Purpose & Summary

The Administrative Office of the Courts (AOC) provides administrative services for the Judicial Branch of Government. It oversees and implements court policies established by the Chief Judge, the Court of Appeals, and the General Assembly. The AOC is seeking proposals for the remodel and build out of warehouse space to office space at a leased property. The property is located at 2001 C Commerce Park Drive, Annapolis, Maryland, 21401.

3.2 General

3.2.1 Design and Construction Work: The building is a two-story structure. This work is on the upper level. There is a small amount of demolition to be done. The services requested are to build-out warehouse space into offices. Contractor shall perform all general contractor services associated with the improvement project in accordance with the architectural construction drawings provided by BC Architectural Designs (BC) the A/E on this project. Contractor shall oversee the work of all subcontractors. All contractors shall be members in good standing of their respective trade unions.

Work will be performed in a leased facility. Contractor must follow landlord's Construction Building Rules and Regulations and Contractor Guidelines (landlord is First Potomac Management, LLC, hereinafter referred to as FPM). Both are attached.

3.2.2 Drawings: Architectural drawings for the proposed build-out are attached. The drawings were prepared by BC. Contractor shall perform all work in accordance with BC's drawings and specifications.

3.2.3 Progress Meetings: Progress meetings will be required during the course of construction every two weeks. Meetings will be held on the job site during regular business hours, between 8:00 a.m. to 5:00 p.m., on a day to be determined by the AOC and BC. Attendance shall include the Contractor's Superintendent and AOC's Contract Manager, BC's representative, FPM's representative as needed, and any other persons determined to be essential for the project.

The Contractor shall keep minutes of the progress meetings. Minutes shall be made available to attendees within two business days of the meeting. Minutes will detail any changes made to the scope of work as well as other relevant information.

3.2.4 Progress Schedule: A progress schedule in the form of a bar chart must be submitted after execution of the contract and at the first meeting.

3.2.5 Completion: The project is estimated to be completed within a two-month period from the date of the "Notice to Proceed" from AOC's Contract Manager to begin construction. A delay may be possible for additional HVAC units because of lead time. If there are other delays that cause the project to exceed this time, Contractor must submit a request for extension to BC and AOC's Contract Manager outlining the cause of the delay and the

expected completion date. Delays are to be approved by BC and AOC's Contract Manager.

3.3 Contractor's Responsibility

- 3.3.1 The Contractor shall supervise and direct the work, using the best skill and attention. The Contractor shall be solely responsible for: (1) all construction means, methods, materials, techniques, sequences and procedures, (2) all coordination of the work under the contract, and (3) to the extent the Contractor or subcontractors or suppliers at any tier design or are required to design any portion of the work, design. Contractor must aggressively and diligently pursue completion of the contract within the contract time.
- 3.3.2 The Contractor shall be responsible to the Maryland Judiciary for and shall indemnify the Judiciary against the acts and omissions of any employees, subcontractors and suppliers at any tier, and their agents and employees performing any of the work to or for the project.
- 3.3.3 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the contract documents and shall not unreasonably encumber the site with any materials or equipment.
- 3.3.4 Cutting And Patching of Work:
 - 3.3.4.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its several parts *fit* together properly.
 - 3.3.4.2 The Contractor shall not damage or endanger any portion of the work or the work of the owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the owner or any separate contractor except with the written consent of the owner and of such separate contractor. The Contractor shall not unreasonably withhold from the owner or any separate contractor his consent to cutting or otherwise altering the work.
- 3.3.5 The Contractor shall perform all work in accordance with the terms, provisions, conditions, lines, grades, typical cross-sections, dimensions, and other data in or required by the contract documents, including the furnishing of all materials, services, implements, machinery, equipment, tools, supplies, transportation, labor, and all other items necessary for the satisfactory prosecution and completion of the project in full compliance with the requirements of the contract documents.
- 3.3.6 Permits: Contractor shall be responsible for obtaining all required permits for construction of the proposed work. Contractor shall notify AOC's Contract Manager on the progress of obtaining permits at two (2) week intervals.

3.3.7 Drawings: The Contractor shall do no work without proper drawings and/or instructions. Drawings may or may not be drawn to scale, and symbols may be used to indicate materials and structural and mechanical requirements. When symbols are used, those parts of the drawings are of necessity diagrammatic or schematic and it is not possible to indicate all connections, fittings, fastenings, etc. which are required to be furnished for the proper execution of the work. Diagrammatic or schematic indications of piping, duct work and conduit and similar items in the work are subject to field adjustment in order to obtain proper grading, fitting passage over, under or past obstructions, to avoid exposure in finished rooms and unsightly and obstructing conditions. The Contractor shall make these adjustments at no increased cost to the AOC.

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

3.3.7.2 Copies At the Site/As-built Drawings: The Contractor shall be responsible for obtaining all required permits for construction of the proposed work. An approved set of Permit Documents shall be maintained for display at the project site. Modifications to the project not shown on the permit documents shall be recorded on a document set to produce an “as built” record of the work.

3.3.8 Dimensions: The Contractor shall carefully check all dimensions prior to execution of the particular work. Whenever inaccuracies or discrepancies are found, the Contractor shall consult AOC’s Contract Manager prior to any construction or demolition. Should any dimensions be missing, AOC’s Contract Manager must be consulted and they will supply them prior to execution of the work. Dimensions for items to be fitted into constructed conditions at the job will be taken at the job and will be the responsibility of the Contractor. Whenever a stock size manufactured item or piece of equipment is specified or is proposed by the Contractor to be furnished, it is the responsibility of the Contractor to determine the actual space requirements for setting or entrance to the setting space. Adjustments in order to accommodate the particular item of equipment furnished by the Contractor will not be allowed.

3.3.9 Conformity To Drawings: Unless the Contractor has, in writing, expressly notified the A/E and AOC’s Contract Manager to the contrary at the time of the submission, the A/E and AOC’s Contract Manager may assume that shop drawings and other submittals from the Contractor are in conformity with the contract documents and do not involve any change in the contract price, do not require any change which will alter the space within the structure or alter the nature of the building or work from that contemplated by the contract documents, and do not constitute a substitution of materials or equipment or a change in the contract or the scope of work. If the Contractor fails to give notice strictly in accordance with this subsection, approval of any shop drawing or submittal shall not be binding on the AOC.

3.3.10 Differing Site Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify AOC's Contract Manager in writing of (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) hitherto unknown and unpredictable physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. AOC's Contract Manager shall promptly investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

3.3.10.1 No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in 3.3.10 above; provided, however, the time prescribed therefore may be extended by AOC's Project Manager in writing.

3.3.10.2 No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

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

3.3.12 Changes - Miscellaneous:

3.3.12.1 A AOC's Contract Manager unilaterally may, at any time, with or without notice, by written order designated or indicated to be an order, make any change in the work within the general scope of the contract, including but not limited to changes:

(a) In the specifications (including drawings and designs);

(b) In the method or manner of performance of the work;

(c) In the AOC-furnished facilities, equipment, materials, services, or site; or

(d) In the rate of performance of the work, including acceleration thereof.

B Any other written order or an oral order, including a direction, instruction, interpretation, or determination from the AOC Contract Manager that causes or constitutes any such change shall be treated

as a change order under this clause, provided that the Contractor gives the AOC Contract Manager written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

- C Except as herein provided, no order, statement, or conduct of the AOC Contract Manager shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
- D Subject to paragraph (F) of this subsection, if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the contract, whether or not changed by an order, an equitable adjustment shall be made and the contract modified in writing accordingly. However, except for claims based on defective specifications, no claim for any order under (B) above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required. Further, in the case of defective specifications for which the Contractor is not responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.
- E If the Contractor intends to assert a claim for an equitable adjustment under this Section 3.3.12, he shall, within 30 days after receipt of a written order under (A) above or the furnishing of written notice under (B) above, submit to the AOC Contract Manager a written statement setting forth the general nature and monetary extent of such claim, unless this period is expressly extended by the AOC Contract Manager in writing. The statement of claim hereunder may be included in the notice under (B) above. The determination and award of all equitable adjustments shall be in the discretion of AOC subject to F, below.
- F Each contract modification or change order that affects contract price shall be subject to the prior written approval of the AOC Contract Manager and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made

available or the scope of the project is adjusted to permit its completion within the project budget.

G No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment is made under this contract.

3.3.13 Unauthorized Work: The Contractor shall not be paid for any work outside the scope of the contract not authorized in writing by AOC's Contract Manager.

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

3.3.15 Removal Of Non-conforming Work: All work and materials which do not conform to the requirements of the contract will be considered unacceptable.

3.3.15.1 Any unacceptable or defective work shall be promptly removed and replaced by work and materials which shall conform to the contract requirements or shall be remedied otherwise in an acceptable manner authorized by AOC's Contract Manager.

3.3.15.2 Upon failure of the Contractor to comply promptly with the provisions of this section, the AOC shall have authority to cause defective or unacceptable work to be remedied or removed and replaced and unauthorized work to be removed at the Contractor's expense.

3.3.15.3 Any time lost by the Contractor for correction of unacceptable work shall be made up by the Contractor, at the Contractor's expense and shall not cause for a delay in performance.

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

3.3.16.1 Materials include all: equipment; parts; products; methods of construction or of performing the work which may be the subject of a patent, copyright or other right or restriction governing its use; and processed and unprocessed natural substances required for completion of the contract. The Contractor, in accepting the contract, is assumed to be thoroughly

familiar with the materials required and their limitation as to use and requirements for connection, setting, maintenance and operation. Whenever an article or material or equipment is specified and a fastening, furring, connection (including utility connections), access hole, flashing closure piece, bed or accessory is normally considered essential to its installation in good quality construction, such shall be included as if fully specified. Nothing in these specifications shall be interpreted as authorizing any work in any manner contrary to applicable laws, codes or regulations.

- 3.3.16.2 Approval. All materials are subject to the AOC's Contract Manager approval as to conformity with the specifications, quality, design, color, etc. No materials for which approval is necessary shall be used until written approval is given by the AOC's Contract Manager. Approval of a subcontractor or supplier to pertinent work does not constitute approval of a material which is other than that included in the specifications.
- 3.3.16.3 New Materials. Unless otherwise specified, all materials shall be new. Old or used materials must not be used as substitutes for new, regardless of condition or repair, unless approved in writing by the AOC Contract Manager.
- 3.3.16.4 Quality. Unless otherwise specified, all materials shall be of the best quality of the respective kinds.
- 3.3.16.5 Samples. The Contractor shall furnish for approval all samples as directed. The materials used shall be the same as the approved samples.
- 3.3.16.6 Proof of Quality. The Contractor shall, if requested, furnish satisfactory evidence as to the kind and quality of materials either before or after installation.
- 3.3.17 Standard Specifications: When no specification or code is cited or otherwise applicable and the quality, processing, composition or method of installation of an item is only generally referred to, then the applicable specification shall be in accordance with the "Applicable Codes" section of the drawings.
- 3.3.18 Professional Standards: All personnel provided by the Contractor shall be required to act and dress in a professional manner. All personnel shall be required to conduct themselves according to the best standards of professional behavior.
- 3.3.19 Replacement of Workers: AOC reserves the right, at its sole discretion, to have the Contractor immediately remove any workers whose performance or behavior is considered to be unacceptable. Examples of unacceptable behavior include, but are not limited to, poor production, rude or profane behavior or otherwise unprofessional conduct,

or conduct placing the security of AOC property or personnel at risk. Contractor shall be required to replace removed employees within seven calendar days.

3.3.20 Unlocking and Locking of Premises: After issuance of “Notice to Proceed” the Contractor shall be responsible for unlocking and locking premises each day.

3.3.21 Cleaning Up: The Contractor shall at all times keep the construction area, including storage areas, free from accumulations of waste materials or rubbish. Prior to completion of the work, Contractor shall remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of AOC. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat, and workmanlike condition as approved by the AOC Contract Manager.

3.3.22 Bathroom Facilities: Contractor is responsible for providing a portable bathroom facility Location shall be determined by AOC Contract Manager.

3.3.23 Dumpster: Contractor is responsible for providing a dumpster. Location shall be determined by AOC Contract Manager.

3.4 AOC Responsibilities

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

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

3.4.3 Contractor acknowledges that time is of the essence and that it would be difficult to quantify the damages incurred by AOC as a result of delays not approved by the AOC. Accordingly, AOC reserves the right to impose liquidated damages in the amount of one thousand dollars (\$1000.00) per day for each day the work is not completed in the event that the Contractor does not finish all work within the allotted time requirement.

3.5 Acceptance

The AOC’s Contract Manager shall have the authority to determine acceptable/unacceptable work. At thirty days and again at 90 days after issuance of a use and occupancy permit, a walk-through shall be conducted with the AOC’s Contract Manager, the A/E and the Contractor. A “punch list” of items that need to be repaired will be given to the Contractor. The Contractor must complete repairs within 30 days of each walk-through. Final acceptance shall occur upon satisfactory completion of all repairs.

3.6 Warranty

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

3.7 Invoicing

3.7.1 All invoices shall be submitted within 30 calendar days after the completion and acceptance by AOC for each milestone listed in Section 3.7.2 and shall include the following information: name and address of AOC, Contractor name, remittance address, federal taxpayer identification or if owned by an individual the social security number, invoice period, invoice date, invoice number, amount due itemized in sufficient detail and supported by such evidence showing the Contractor's right to the payment claimed and the PO number(s) being billed. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

3.7.2 The Contractor shall invoice the Judiciary and payment shall be made as follows:

1. 10% Approved Permits, Demolition
2. 10% Framing, Interior Partitions
3. 25% Approved Rough-in HVAC, Plumbing, Electrical and Fire
4. 20% Insulation, Drywall, Interior Doors, Interior Painting
5. 25% Finish Floors, Approved Finish HVAC, Plumbing, Electrical and Fire
6. 10% Completion, Use and Occupancy Permit

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

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

3.8 Insurance

3.8.1 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance.

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

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

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

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

- A. Worker's Compensation insurance as required by the laws of the State of Maryland and including Employer's Liability coverage with a minimum limit of \$500,000-each accident; \$500,000 disease-each employee; and \$500,000 disease-policy limit.
- B. Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal or bodily injuries and \$1,000,000 per occurrence and aggregate for property damage. A combined single limit per occurrence of \$2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by or for the Administrative Office of the Courts within the scope of this Contract. Such insurance shall be: comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations, b) completed operations, c) independent Contractors, d) liability assumed by oral or written contract or agreement, including this contract, e) additional interests of employees, f) notice of occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) incidental (contingent) medical malpractice, j) extended definition of bodily injury, k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, l) road form coverage for damage to property of the Administrative Office of the Courts, as well as other third parties resulting from completion of the Contractor's services.
- C. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.

Comprehensive Automobile Liability:

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

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

- 3.8.4 The insurance required under sub-paragraphs A, B, C and D above shall provide adequate protection for the Contractor against claims which may arise from the Contract, whether such claims arise from operations performed by the Contractor or by anyone directly or indirectly employed by him, and also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to other.
- 3.8.5 If any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverages in the same amounts specified above and to make certificates of such insurance available to the AOC upon AOC's request.
- 3.8.6 The Contractor shall purchase and maintain property insurance (Builder's Risk) covering the project, including improvements to real property and goods and materials on the site to be incorporated into the project. Such property insurance shall be written on an "All Risk" Basis covering physical loss and damage including theft, vandalism and malicious mischief, collapse, water damage, and such other perils as may be applicable to the project. Such insurance shall include the interest of AOC, the Landlord, the Contractor and all subcontractors as their interest may appear.

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SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

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

4.2 Proposals

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

4.3 Submission

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

4.4 Volume I – Technical Proposal

- 4.4.1 Transmittal Letter: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 4.4.2 Format of Technical Proposal: Inside the sealed package described in Section 4.3, above, an unbound original, to be so labeled, nine paper copies and one electronic version of the Technical Proposal shall be enclosed. Section 3 of this RFP provides requirements and this Section 4 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's technical proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall allow AOC officials and the Evaluation Committee to "map" Offeror

responses directly to RFP requirements by paragraph number. The technical proposal shall include the following sections in the stated order:

- 4.4.3 Title and Table of Contents: The technical proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. **Note: Information that is claimed to be confidential under RFP Section 1.19 is to be printed on yellow paper and placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential, Offeror must clearly designate any information that can reasonably be shown to be proprietary or confidential.**
- 4.4.4 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary." The summary should include a general description of the techniques, approaches and methods to be used in completing the project.
- 4.4.5 Offeror Technical Response to RFP Requirements:
 - 4.4.5.1 General: The Offeror shall address each RFP requirement in the Technical Proposal and describe how its goods and/or services, as applicable will meet those requirements. If the Judiciary is seeking Offeror agreement to a requirement. 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.
- 4.4.6 Offeror Construction Schedule: The Offeror shall provide a detailed construction schedule including a delineation of all work to be completed during the project. The schedule should include all trades involved in the project and list all subcontractors proposed for the project.
- 4.4.7 Offeror History of Firm and Subcontractors: The Offeror shall include a brief description of its history and organization and of the history and organization of any proposed subcontractors.
- 4.4.8 Offeror Experience and Capabilities: The Offeror shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:
 - 4.4.8.1 An overview of the Offeror's experience providing the goods and/or services, as applicable, to that included in this RFP. This description shall include: qualifications, background and experience of the Project Manager and other staff proposed to work on the project.
 - 4.4.8.2 A description of similar projects completed by the bidder within the past three years or longer. (Minimum of three (3) projects.)
- 4.4.9 References: Provide three (3) current customer references where the customer's needs are similar to those stated in the RFP. Provide the following information for each client reference:

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

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

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

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

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

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

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

- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal)
- Certified true copies of any and all of the policies of insurance to AOC. By submitting a proposal in response to this solicitation, the offeror warrants that it is able to provide evidence of insurance required by RFP Section 3.
- Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in Maryland.
- MBE requirements.

4.4.13 The Technical Proposal shall not include any price information as required by Section 4.5.1.

4.5 Volume II - Financial Proposal

4.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, nine bound copies, and one electronic copy (in MS Excel 2003 format) of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the

Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment D. Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal and in the format required in Section 1.18. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal. This is a fixed price Contract; prices are all inclusive and shall encompass all requirements in the RFP.

- 4.5.2 Offeror Cost Proposal: The Offeror shall include a detailed cost proposal, including any travel costs and other expenses.

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SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

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

5.2 Technical Criteria

- 5.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:
- Offeror Technical Response to RFP Requirements: RFP Section 3.3. Offeror’s response to the requirements in the RFP Section 3.3 must illustrate a comprehensive understanding of these requirements to include an explanation of how the Offeror will provide the required goods and/or services. Requirement responses such as “concur” or “shall comply” shall receive a lower evaluation ranking than those of Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it.
 - Offeror Experience and Capabilities: RFP Section 4.4.8.
 - References: RFP Sections 4.4.9.

5.3 Financial Criteria

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

5.4 Selection Process and Procedures

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

AOC may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

5.4.2 Selection Process Sequence:

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

ATTACHMENTS

| | |
|--------------|--|
| Attachment A | Contract |
| Attachment B | Bid/Proposal Affidavit |
| Attachment C | Pre-Proposal Conference Form |
| Attachment D | Price Proposal Form |
| Attachment E | Contractor Guidelines (provided as a separate document) |
| Attachment F | Construction Rules and Regulations (provided as a separate document) |
| Attachment G | Strategic Account's & Preferred Pricing List (provided as a separate document) |

ATTACHMENT A - CONTRACT

Mandatory Terms and Conditions for Contracts Administrative Office of the Courts (AOC)

This Contract is made this _____ day of _____ 201____, by and between the State of Maryland, Administrative Office of the Courts (the “State” or “AOC”) and **Name of contracting business** (*The “Contractor”*).

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

1. Scope of Contract

- 1.1 The Contractor shall provide xxxxxxxxx as described in the attached agreement in accordance with the terms and conditions of this Contract and the Exhibits attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

Exhibit B: Solicitation (Request for Bids/Proposals or Request for Quote)

Exhibit C: Contractor’s Proposal or Quote (includes technical and price proposal)

- 1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between Exhibits B and C, Exhibit B shall prevail.
- 1.3 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract.
- 1.4 Except as otherwise provided in this Contract and RFP, if any change causes an increase or any part of the work, whether or not changed by the order, 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 shall include a written statement setting forth the nature and cost of such claim. No request for an equitable adjustment claim by the Contractor shall be allowed if asserted after final payment under this Contract.

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

Once awarded, the Contract shall remain in force for a period not to exceed xx months from the date of execution.

3. Consideration and Payment

- 3.1 The Contractor shall be compensated for xxx. The total price for the goods/services to be provided by Contractor under the contract shall be *xx dollars* (\$).
- 3.2 Payments to the Contractor pursuant to this Contract shall be made no later than thirty days after the final acceptance of the support services and receipt of a proper invoice from the Contractor. Each invoice for services rendered must reflect the Contractor's federal tax identification number. Charges for late payment of invoices are prohibited.
- 3.3 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.
- 3.4 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.

4. Definitions [*Only use this section or portions thereof, if applicable to purchase involved*].

For the purpose of this Agreement, the following definitions shall apply:

- 4.1 "Materials" means reports, programs, documentation, models, methods, techniques, presentations, drawings, studies, specifications, estimates, tests, software, designs, graphics, computations, and data provided by the Contractor.
- 4.2 "Products" means (i) a machine, its features, conversions, upgrades, elements or accessories, or any combination of them, provided by the Contractor, and (ii) any of the following provided by the Contractor: machine readable instructions, a collection of machine readable data, such as a database; and related license materials, including documentation and listings, in any form.

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.

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. Patents, Copyrights

- 6.1 If the Contractor furnishes any design, device, material, process, or other item that is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to use such item or items.
- 6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also will pay all damages and costs that by final judgment might be assessed against the State due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit.
- 6.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.
- 6.4 If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the AOC, its Officers, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by any Contract awarded.

7. 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.

8. Disputes

Any claim regarding the proper interpretation of this agreement 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 issuance.]*

9. Maryland Law

The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland, including State Government Article Section 12-204.

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 AOC's Procurement Policy.

11. Non-discrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment 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 agreement, 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 agreement.

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 shall determine that such termination is in the best interest of the AOC. 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

Time is of the essence. The Contractor agrees to perform this agreement 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 AOC in either its sovereign or contractual capacity, acts of another Contractor in the performance of a 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 convenience of the AOC.

18. Pre-existing Laws

The applicable statutes and regulations of the State of Maryland in effect at the time of this agreement are incorporated in this agreement.

19. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information, to include disclosure of beneficial ownership of the business.

20. Political Contribution Disclosure

The Contractor shall comply with the provisions of Title 14 of the Election Law of Maryland which require 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 under which the person receives in the aggregate \$100,000 or more, shall, on or before February 1 of the following year, file with the State Administrative Board of Election Laws certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

21. Retention of Records

The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the AOC hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the AOC, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

22. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of [*Insert proper date*]. 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 [*Insert proper date*] was inaccurate, incomplete, or not current.

23. Subcontracting and Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the AOC, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the prior written approval of the AOC. Any such subcontract or assignment shall be subject to any terms and conditions that the Department deems necessary to protect the interests of the AOC. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

24. Indemnification

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

25. Public Information Act Notice

Offerors shall give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State pursuant to §10-617(d) of the State Government Article, Annotated Code of Maryland, or other law 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 part of a proposal the offer may be contacted, as circumstances allow, to express its views on the availability of requested information, however, the final decision on release of any information rests with the Judiciary.*] Failure of the Contractor to identify with

particularity information in its offer that it considers confidential, and required by the solicitation, constitutes waiver.

26. Conflict of Interest

- A. "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 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.
- B. "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.
- C. 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.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain details-attach additional sheets if necessary):

- E. 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 agreement as well as disciplinary action against an employee for whom a conflict exists.

27. AOC Officer or Employee Impropriety.

If a Contractor has reason to believe that an officer or employee of the AOC has violated the law or the terms of the AOC's Procurement Policy in the administration of a solicitation or a contract, the Contractor shall notify the State Court Administrator.

28. Notices

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

State: Susan S. Howells, Executive Director
Procurement and Contract Administration
Maryland Judicial Center
580 Taylor Ave.
Annapolis, Maryland 21401
410-260-1410

Contractor:

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In Witness Whereof, the parties have signed this Agreement this _____ day of _____, 201____.

Approved for form and legal sufficiency, this ____ day of _____, 201____.

David R. Durfee Jr.
Director of Legal Affairs

Contractor:

Signature
Authorized Representative

Date: _____

Reviewed by:

Frank Broccolina
State Court Administrator

Date: _____

State of Maryland:

Robert M. Bell, Chief Judge
Court of Appeals

Date: _____

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____.

C. 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, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of the Section 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 subsection (1) through (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 Section B and subsections (1) through (7) 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):

D. 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):

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to 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):

F. 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.

G. 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 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.

H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic) (foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

Name: _____
Address: _____

(2) 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.

I. 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.

J. 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: _____
(Authorized Representative and Affiant)

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ATTACHMENT C – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Project No. K10-0129-25

Project Title: Court Related Build-out

A Pre-proposal Conference will be held on **Thursday, June 3, 2010 at 12:30PM** local time at:

**AOC
2001 C Commerce Park Drive
Annapolis, Maryland 21401**

**Please e-mail this form to the Procurement Officer: Kelly Moore at
kelly.moore@mdcourts.gov**

By 3:00PM on Wednesday June 2, 2010 advising whether or not you plan to attend this Conference.

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.

_____ No, we will not be in attendance.

Company/Firm/Company Name

Telephone

Contact Name

ATTACHMENT D – PRICE PROPOSAL FORM

PRICE PROPOSAL FORM
SOLICITATION NO. K10-0129-25

Cost

| | |
|---|-----------------------|
| HVAC - Installation of Units - Equipment and Labor: | \$ _____ |
| HVAC - Installation of Ductwork - Equipment and Labor: | \$ _____ |
| Roofing - Equipment and Labor: | \$ _____ |
| All Labor and Materials Including HVAC and Roofing: | TOTAL \$ _____ |

I HEREBY AFFIRM THAT THE FOREGOING PRICES INCLUDE ALL COSTS ASSOCIATED WITH THE PERFORMANCE OF THIS SOLICITATION, INCLUDING, BUT NOT LIMITED TO, SALARIES, WAGES, MATERIALS, EQUIPMENT, SHIPPING, DELIVERY, BID PREPARATION, TRANSPORTATION, MILEAGE, OVERHEAD, TAXES AND PROFIT, AND I HAVE LEGAL AUTHORITY TO BIND THE OFFEROR TO THE PROPOSED PRICES SET FORTH ABOVE.

Bid Compiled By: _____
Title: _____
Company: _____