



ADMINISTRATIVE OFFICE OF THE COURTS
580 TAYLOR AVENUE, 4TH FLOOR
ANNAPOLIS, MARYLAND 21404-0466

REQUEST FOR PROPOSALS

FOR

CABLE AND WIRE SERVICES No. K11-0032-83B

MBE DESIGNATED PROCUREMENT

ISSUED: July 28, 2010

AS AMENDED (AMENDMENT #1) AUGUST 19, 2010

This Amendment #1 is being issued to amend and clarify certain information contained in the above referenced RFP. All information contained herein is binding on all offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been double underlined and marked in bold (i.e., word) and language deleted has been marked with a strikethrough (i.e., ~~word~~). Amended Price Sheet is attached as part of this Amendment.

Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and contact information so that amendments to the RFP and other communications can be sent to them. Prospective Offerors failing to provide such information to the Issuing Office assume complete responsibility for not receiving RFP related updates.

Only MDOT Certified Minority Business Enterprises are eligible for an award resulting from this solicitation.

KEY INFORMATION SUMMARY SHEET

THE JUDICIARY

Request for Proposals

PROJECT NUMBER K11-0032-83B

RFP Issue Date: July 28, 2010

RFP Issuing Office: Maryland Judiciary Administrative Office of the Courts

Procurement Officer: Gisela Blades
gisela.blades@mdcourts.gov
410.260.1594

Proposals are to be sent to: Gisela Blades
580 Taylor Avenue, fourth floor,
Annapolis, MD 21401

Pre-Proposal Conference: August 10, 2010, 10 AM
Judiciary Education and Conference Center
Upper Level, Rooms 7 and 8
2011D Commerce Park Drive
Annapolis, Maryland 21401

Closing Date and Time: August 31, 2010, 2:00 PM

**THE JUDICIARY
NOTICE TO OFFERORS/VENDORS**

In order to help us improve the quality of State 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 proposal. If you choose not to propose to this solicitation, please email this completed form to _____

**Title: Cable and Wire Services
Project No: K11-0032-83B**

1. If you are not proposing to this solicitation, please indicate the reason(s) below:

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

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

REMARKS:

Offeror/Vendor Name: _____

Contact Person: _____ Phone (____) _____ - _____
Address: _____

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The Administrative Office of the Courts (AOC) is issuing this Request for Proposals (RFP) to contract for its statewide Cable and Wire Service needs, i.e. providing and installing terminated and unterminated copper and fiber optic cable, as well as ancillary equipment and supplies used to support data, video and/or voice applications.

As a result of this solicitation, AOC intends to make one contract award to an MDOT certified MBE.

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 Judiciary representative responsible for this RFP, for the determination of contract scope issues, and the only Judiciary representative who can authorize changes to the contract.
- g. RFP – Request for Proposals K11-0032-83B dated July 28, 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 which the AOC has been closed by order of the Chief Judge).
- j. Fixed Hourly Labor Category Rates - Fully loaded hourly rates established in the Master Contract that include all direct and indirect costs and profit for the Contractor to perform a Work Order.
- k. Fully Loaded - The inclusion in labor category and service billing rates of all profit, direct and indirect costs associated with performing a Work or Purchase Order. The indirect costs shall include all costs that would normally be considered general and administrative costs and/or travel costs.
- l. Notice To Proceed (NTP) - A formal notification from the CM that the Contractor should immediately, or as of a date contained in the notice, begin performance of the Work Order.
- m. Small Work Order – A request from a State agency that is priced at \$25,000 or less.
- n. Time and Materials (T&M) - A type of payment for performing a Work Order whereby the Contractor will be paid for services performed based on direct labor hours billed at specific hourly rates, plus non-routine travel costs as may be identified in a Work Order, plus the actual cost of any materials used or other direct expenses incurred in the performance of a Work order, up to a specified cost ceiling. The labor category hourly rates for a Work Order may not exceed the hourly rates specified in the Contract. The Contractor will be required to provide time records and/or other documentation that all direct hours billed have actually been expended by its principals or employees, or those of subcontractors, totally and productively in the performance of a Work Order.

In addition, the Contractor must also provide documentation of the actual cost of materials or other activities directly used in the performance of a Work Order. The fixed hourly labor category rates plus the actual cost of materials, non-routine travel or other direct expenses will be the only payment made for this type of Work Order.

1.3 Contract Type

The Contract that results from this RFP shall be a fixed price and time and material contract, or a combination thereof as described in each respective work order issued under the Contract.

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of three years. The Judiciary shall have the sole right to exercise up to two one-year renewal options at its 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:

Gisela Blades, 580 Taylor Avenue, Annapolis, MD 21401
410.260.1594, gisela.blades@mdcourts.gov

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

1.6 Contract Manager

The Judiciary representative that serves as the technical manager for the resulting contract is:

Gordon E. Hallock
Senior Site Evaluation Manager
Judicial Information Systems
410.935.0394 cell
410.260.1017 office

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

1.7 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on August 10, 2010, beginning at 10:00 AM, at the Judicial Education and Conference Center (directions see Attachment E). 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.

In order to assure adequate seating and other accommodations at the Conference, please email the Conference Response Form to the attention of the Procurement Officer such notice no later than August 6,

2010. The Conference Response Form is included as Attachment C to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call no later than August 3, 2010. The AOC will make a reasonable effort to provide such special accommodation.

1.9 Questions

- 1.9.1 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.
- 1.9.2 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.

1.10 Proposal Due (Closing) Date

An original and two copies of each proposal (technical and financial) must be received by the Procurement Officer, no later than 2:00 PM (local time) on August 31, 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.

1.11 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.

1.12 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.

1.13 Cancellations

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

1.14 Oral Presentations/Discussions

1.14.1 Offerors will be asked to make oral presentations summarizing their technical proposal to Judiciary representatives. The expectation is that the oral presentation will be scheduled approximately a month after proposal receipt. The Procurement Officer will notify Offerors of the time and location.

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

1.14.2 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

1.15 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.

1.16 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.

1.17 Protests/Disputes

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

1.18 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

1.19 Access to Public Information Act Notice

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

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

1.20 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 1.24 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.

1.21 Mandatory Contractual Terms

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

1.22 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.

1.23 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.

1.24 Minority Business Enterprises

This is an MBE only direct solicitation: One award will be made to an MDOT certified MBE. There is no MBE subcontractor participation goal established for this solicitation.

1.25 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.

1.26 Procurement Method

This Contract that results from this RFP will be awarded in accordance with the competitive sealed proposals process.

1.27 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.

1.28 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 – STATEMENT OF WORK

2.1 Purpose & Summary

- 2.1.1 The AOC is issuing this RFP to contract for an economical and efficient means of installing terminated and unterminated copper and fiber optic cable (data, voice, audio and coax cable), ~~as well as ancillary equipment and supplies used to support data, video and/or voice applications in support of structured cabling & wiring systems inside Judiciary premises~~ (including exterior fiber to be installed within existing conduit); and installation, relocation, preventive and routine maintenance of ~~outside plant~~ fiber optic and communications cables.
- 2.1.2 The AOC intends to make one contract award resulting from this solicitation to an MDOT certified MBE.

2.2 Background

- 2.2.1 The AOC was created to implement court policies established by the Chief Judge of the Court of Appeals, who is the administrative head of the Maryland Courts. The AOC acts as a liaison between the Judicial, Legislative, and Executive branches of government and supports the Chief Judge in fulfilling his administrative responsibilities.

The AOC operates under the administrative leadership of the State Court Administrator with the assistance of department managers in the areas of human resources, budget and finance, administrative services, court research and development, procurement and contracts, legal affairs, judicial information systems, family administration and program services.

- 2.2.2 Size and scope of the Maryland Judiciary:

- AOC: 4 locations in Annapolis
- District Court: 45 locations including Commissioners offsite offices
- Circuit Court: 34 locations including sites with additional buildings at different addresses
- Off site Court of Appeals and Court of Special Appeals offices

2.3 General Requirements

- 2.3.1 Any changes or additions by the Contractor of their subcontractors shall be pre-approved by the CM.
- 2.3.2 All work performed under the resulting Contract shall be performed under a NTP or PO issued by AOC. This is a combined solicitation for JIS and District Court.
- 2.3.3 Building materials and construction methods used will comply with the latest version of the Maryland Department of Transportation's "Standard Specifications for Construction and Materials" a copy of which can be purchased by contacting the State Highway Administration's Cashiers Office, 707 North Calvert Street, Room 108, P.O. Box 717, Baltimore, MD 21203-0717.
- 2.3.4 The Contractor shall assume total responsibility for project design, work, licenses, bonds and liability insurance of any required items for the contractor and any required subcontractors. The Contractor is required to have a BICSI certified Registered Communications Distribution Designer on staff.

- 2.2.5 ~~Any materials provided by the Contractor are provided only on a straight pass through basis. No additional fees or markups shall be allowed. The Contractor shall provide all invoices for materials. The AOC will not pay for unused materials and will not accept unused materials for delivery.~~
- 2.2.6 ~~All equipment (network electronics, fiber optic cable, fiber panels, etc) and materials acquired and installed under the resulting Contract are to be purchased on behalf of the State. Documents evidencing ownership of such equipment and materials by the State shall be delivered to the State prior to payment of a final invoice under a Work Order or Purchase Order. The Contractor shall provide all bills of sale and warranties for the supplied materials to be turned over to the AOC prior to the final invoicing. Titles, certificates of origin, or other documentation shall be supplied for all material provided, in form and content satisfactory to the State. The documentation shall indicate that the material is the property of the State, free and clear of liens or other security interests.~~
- 2.2.7 Supplied materials, including, but not limited to, any conduit, manholes, splice cases, fiber distribution panels, inner duct and fiber optic cable, shall be new, unused and shall meet the latest design and fabrication standards of the Electronics Industry Association (EIA).
- 2.2.8 The Contractor's work must be executed in such a manner that it minimizes disruption of day-to-day functions. Site availability is often dictated by the Court's schedule. Contractor must be able to start early, start late, stay late and work weekends/evenings when required to meet a court's operational schedule. The Court's offices are open 5 days a week. When Court holidays offer an opportunity to schedule work on holidays, the Courts may take advantage of same. Contractor must be able to work all workdays and holidays/weekends, evenings as needed for each individual job. Contractor may be required to stop work anytime they are requested to do so by an officer of the court. (Generally this happens when noise created by the installation is heard in a courtroom and may interrupt judicial proceedings. At that time, Contractor and court officers will need to determine if delay is short term or if work will stop for the day and will have to be rescheduled).

Contractor is expected to clean up the work area and guarantee that the site has been left in the same state as when work starts.

Contractor will replace damaged ceiling tiles, clean or touch up painted walls as necessary and contain dust and dirt as required. AOC will do walkthroughs with the Contractor to survey the beginning state of the building as far as existing damaged tiles and walls.

Contractor shall schedule an appointment to ensure access to a facility.

- 2.2.9 The Contractor will designate a Point of Contact (POC) for the Judiciary with regard to all provisions of the Contract and provide the POC's contact information to the CM within 5 days of Contract start date. Changes will be reported to the CM on or before the effective date of the change.
- 2.2.10 Installation shall be in accordance with the equipment manufacturer's instructions, specifications in this RFP, BICSI (Building Industry Consulting Service, International) standards, EIA/TIA standards and specific instructions as outlined in the Work or Purchase Order. Installations will include any of the following types of cables:
1. Cat 5e plenum 4 pair data cable, cat6 plenum 4 pair data cable, cat5e shielded 4 pair data cable, fiber cable including direct burial, riser and horizontal cabling, single mode and multimode cable. Voice cable will generally be one of the data cable types. All twisted pair cable is to be plenum rated. All cables to have foot markers. All cables will comply with establish standards to include EIA/TIA 568 and its subsequent releases.

2. Coax cable in RG56, RG59, RG6 and RGQ6 form. Depending on the installation requirements this cable may need to be plenum rated. This will be determined by a walkthrough of the installation site.
3. Audio cable installations may include a need for 6 pair or 9 pair audio cable. Either of these cables will have individually shielded pairs with an overall shield for the complete assembly. This cable will be plenum rated. 2 wire stranded speaker cable with also be required.
4. Microphone cable. Installations may include a requirement for either single pair or two pair microphone cable. Each pair is to be individually shielded. Cables will be plenum rated.

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

5. Audio cables will not require terminations.

6. Fiber cable will need to be terminated as ST, SC or LC depending on the existing termination scheme at any particular site. Cable will cover both 62.5/125 and 50/125 types. Either multi mode or single mode cable may be required. Fusion splicing of fiber cables may be required.

Contractor will install patch panels, racks and ladders in data closets as required.

Contractor will install punch down blocks, either 110 or 66 blocks as required. Contractor will supply and install fiber patch panels.

Contractor will supply both fiber and copper patch cords where required.

Contractor will route and terminate cabling in modular furniture.

- 2.2.11 Exact placement of cable path and termination panels are subject to the approval of and shall be coordinated by State POC (point of contact) or TOM prior to the submission of a TOP or quotation.
- 2.2.12 The Contractor shall ensure all fiber media and related connecting hardware, outlets, and other components shall be installed by a qualified installer.

2.4 Technical Requirements

- 2.3.1 The Contractor shall be required to meet or exceed the applicable American National Standard Institute (ANSI) and Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) 568 and 569 specifications as well as all local, County, State and National (IBC) building codes **and current BSCI recommendations and procedures.**

Contractor will be working in courtrooms and will be required to come up with wiring solutions that do not affect the appearance of the courtroom. This includes use of on surface molding, drilling of judge's/clerk's benches to allow for cabling without impacting the appearance of same, painting raceways, molding and wall plates to match surrounding colors, finishes, etc.

- 2.3.2 The Contractor shall supply detailed specifications and design drawings of the proposed conduit path, fiber cable and associated termination panels utilizing AutoCAD 2006 or Microstation Version 8 with the CM. The State POC may specify the specific CAD software in the work order. The Judiciary reserves the right to request the design drawings in the latest version of the previously mentioned software.

Contractor shall adhere to all standards determined as applicable by JIS, including, by way of example only: National, State and Local electrical codes, laws and/or requirements for cable installations. Contractor shall test installed products to ensure they meet the standards and provide

written certification test results of all cable installations, within seven (7) business days from job completion and prior to State acceptance. Contractor may be required to pull a low voltage permit depending on the requirements of a particular site.

- 2.3.3 Contractor **shall have stated in his RFP response/proposal** the specific brand and functional capability of the test equipment proposed for the Contractor acceptance testing.
- 2.3.4 Prior to State acceptance, the Contractor shall provide, on a per job basis, written certification that all cables and services supplied as a result of this solicitation meet all current applicable ANSI EIA/TIA specifications. Cables, installation services and ancillary equipment shall adhere to the then current applicable ANSI EIA/TIA specifications when supplied.
- 2.3.6 All cable installations shall be completed in a safe, neat, professional, structured manner and conform to BICSI standards for installation.
- 2.3.7 Contractor shall obtain all applicable permits needed for the installation of cabling prior to commencement of any work.
- 2.3.8 Contractors shall provide **one (1)** ~~two (2)~~ sets of "as built drawings" for cable projects in excess of fifty (50) runs prior to State acceptance.
- 2.3.9 The Contractor shall use for fiber related projects the following components: ceramic, SC, ST, LC, FC, Mechanical, Epoxy, Hot Melt, Composite fiber.
- 2.3.10 Fiber optics provided and installed by the Contractor shall be tested in accordance with the following criteria:
 - A) The Contractor shall provide test results ~~at the following three (3) intervals~~ for any and all fiber optic cables installed on State projects. The test results shall be in a hardcopy written format unless otherwise required in the PO or work order for the test results to be provided electronically. The fiber optic cable shall meet or exceed EIA/TIA specifications:
 - ~~1) At the manufacturer's premise prior to shipment;~~
 - 2) After installation.
 - B) All fiber optic cable shall be tested, including tests for open or reversed fibers, their wave lengths and levels of attenuation with connecting hardware in place at the workstation (if applicable) end-to-end.
 - 1) All tests shall be conducted with an optical time domain reflectometer (OTDR) and may require bi-directional testing.
 - 2) These tests shall be conducted after installation and before State acceptance.
 - C) Attenuation in terminated fiber optics shall be equal to or better than the manufacturer's specifications.
 - 1) Connectors associated with the fiber optic cable installation must not exceed 0.5 dB attenuation per pair; and
 - 2) Attenuation loss levels of greater than 9.0 dB will not be accepted for end-to-end fiber optic runs except when the State requires the specific design and function.
 - 3) These tests shall be conducted after installation and before State acceptance.

⊘) The final acceptance test after installation and before State acceptance shall consist of a performance test, which will involve testing the installed cable plant ~~using live data~~. Obtaining satisfactory results as determined by JIS from this test shall be a necessary condition to the acceptance of cabling project and subsequent payment. ~~unless otherwise agreed to by the local on-site State contact or CM in writing.~~

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

- A) All cabling and related connecting hardware, outlets, and other components installed shall be tested at the conclusion of the installation.
- B) All cables and connectors shall be tested for continuity and polarity, including tests for open, short, split, and reversed circuits (pairs) by the installer prior to the performance of final acceptance tests.
- C) The final acceptance test shall consist of a performance test, which shall involve testing the installed cable plant using live data. Obtaining satisfactory results as determined by JIS from this test shall be a necessary condition to the acceptance of cabling project and subsequent from this test will be a necessary condition to the acceptance of cabling project and subsequent payment, unless otherwise agreed to by the local on-site State contact or CM in writing.

2.3.12 Labeling Requirements

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

2.3.13 Asbestos Related Installations

In circumstances where asbestos is found, the Contractor is to stop work and notify the CM, the Agency point of contact, and the proper State authorities immediately. Contract workers and subcontractors shall have current EPA-approved asbestos awareness training so that asbestos can be recognized when encountered. The State will notify the Contractor when the Contractor is authorized to resume work.

2.4 Work Order Descriptions, Service Categories and Examples

The examples of Work orders listed in this section are not all inclusive of the services that may be required under the Master Contract.

2.4.1 **Structured Cable and Wiring**

- A) Description – Complete premises wiring systems comprised of discrete segments, or modules. Each segment, or module, is referred to as a "Subsystem." When the subsystems are connected together, they form complete physical connections for low-voltage communications needs (i.e., voice and data communications, video, etc.). The Horizontal and In-Building Backbone

Subsystem components should be regarded as permanent to the facility, and should be capable of supporting anticipated communications needs. The six Subsystems, which comprise a Structured Cabling System, are as follows:

- 1) The Terminal/Workstation Subsystem;
- 2) The Horizontal Subsystem;
- 3) The IDF Equipment Subsystem;
- 4) The In-Building Backbone Subsystem;
- 5) The MDF Equipment Subsystem; and
- 6) The Campus Backbone Subsystem.

B) Examples of Potential Small Work Orders

- Install fiber between MDF and IDFs with category six cabling to the desktop in a two story building; and
- Install 20 drops from patch panel to modular furniture desktop.

- Install 100 drops on four floors of an existing building; and
- Installations in three buildings with exterior fiber through existing conduit.

~~2.4.2 —Installation, Relocation, Preventive and Routine Maintenance of Outside Plant Fiber Optic and Communications Cables~~

~~The Installation, Relocation and Maintenance of Outside Plant Fiber Optic and Communications Cables Statewide including, by example, but not limited to, the construction of new fiber paths between buildings, in the State Right of Way and connecting to existing State fiber resources. Functional Area II encompasses the design and construction of aerial and underground Outside Plant Fiber Optic and Communications Cables utilizing various installation techniques. The design of the cable paths will include the use of professional engineering services including CAD drawings and land surveying. Preventive Maintenance of existing and future fiber paths includes, by example only, cable locating services, fiber marker replacement and manhole maintenance services. Emergency Response services to restore existing and future fiber paths in the event of an unplanned event resulting in damage to State communication cables.~~

~~2.4.2.1—Preventive Maintenance~~

~~A) Description—Complete Communication Maintenance services to ensure that Outside Plant Fiber paths and Communication cables are available and maintained to meet the needs of the States critical communications. The work is primarily performed during normal business hours unless specified in the Task Order. Tasks under this Category include all labor, equipment, materials and documentation as specified in the Task Order.~~

~~B) Examples of Potential Work Orders:~~

- ~~▪ Provide Utility locating services for State owned or utilized fiber optic cable, electrical cable and copper cables;~~
- ~~▪ Provide and install Fiber Optic markers as specified by the State along the Right of Way;~~
- ~~▪ Test fiber using an OTDR and/or Power Meter at various wavelengths and produce reports to document Loss and Distance of the Fiber Optic Cable Plant;~~
- ~~▪ Repair and/or Replace manholes in the Right of Way.~~

2.4.2.2 Relocation and Installation Services

A) ~~Description—Design and implement new fiber path construction and relocate existing fiber optic cable paths while providing project management, scheduling, oversight, labor, materials and documentation. Design tasks will require professional services such as CAD design drawings and land surveying. The “as built” documentation of all work performed under this Category may be requested in the work order. Create “turn key” Outside Plant Fiber and Communications cable paths that terminate from an existing splice point to a building termination demark, from building termination demark to building termination demark and existing splice point to existing splice point over varying paths lengths.~~

B) ~~Examples of Potential Work Orders:~~

- ~~▪ Survey of identified path and create CAD drawings for design and permit approval;~~
- ~~▪ Provide equipment and material recommendations as required;~~
- ~~▪ Relocate existing fiber optic cable paths utilizing both aerial and underground installation methods;~~
- ~~▪ Install new fiber optic cable paths utilizing both aerial and underground installation methods;~~
- ~~▪ Document fiber optic path with As-built drawings and Splice Matrixes; and~~
- ~~▪ Provide and install fiber marker posts or aerial fiber tags per the State’s specification.~~

2.5 Security Requirements

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

2.5.2 IT Security

2.5.2.1 Security Regarding Contractor-owned Computer Equipment. The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the JIS.

2.5.2.2 The Contractor shall fill-out any necessary paperwork for security access to sign on at the State's site if access is granted to the State's LAN/WAN, as directed and coordinated with the JIS.

2.5.3 Physical Security:

2.5.3.1 Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badges at all times while on State premises. Each such employee or agent upon request of State personnel shall provide additional photo identification.

2.5.3.2 Security Clearance (The Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services. This check may be performed by a public or private entity. A successful

CJIS State criminal background check shall be completed prior to any Contractor employee providing services on-site at any location. A CJIS Federal background check is necessary for each employee assigned to work on the TO or PO.

- A. The Contractor shall provide certification to the agency that the Contractor has completed the required CJIS criminal background checks and that the Contractor's employees assigned to a TOA or PO have successfully passed this check. The State reserves the right to refuse any individual employee to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- B. The CJIS criminal record check of each employee who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - (b) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - (c) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - (d) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - (e) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - (f) a crime of violence as defined in CL § 14-101(a).
- C. An employee of the Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises pursuant to this Contract; an employee of the Contractor who has been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- D. An agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of Contractor not being permitted to work on that Agency's premises. Upon receipt of an agency's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to that agency regarding the personnel working at or assigned to that agency's premises.

2.5.3.3 On-site Security requirement(s) (will be identified as a requirement per work order or PO): For all conditions noted below, the Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

- A. Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the agency.
- B. Further, the Contractor, its employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which access by the Contractor will be necessary. The failure of any of the Contractor's or Subcontractors employees or agents to comply with any provision of the Contract that results from award

of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.

- C. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an inventory items (such as: tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor personnel.

2.5.3.4 At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, and providing information for badging and wearing the badge in a visual location at all times.

2.6 Reports and Meetings

2.6.2 Specialized Reports

Specific reports may be required in the work orders.

2.7 Personnel Qualifications

- 2.7.1 Contractors shall only propose staff available at the time of the work order. In response to each work order, Contractors shall provide personnel that satisfy the personnel qualifications specified within Section 2.8 for each of the labor categories required under the specific work order. In the event that labor categories are not identified in a work order, Contractors shall provide the appropriate labor categories from those specified in Section 2.8.
- 2.7.2 Specific areas of required expertise may be further defined in a work order. The Contractors shall certify that all candidates meet the required qualifications. At the option of the State, Contractor personnel may be approved for performance in multiple skill categories for which they are qualified. However, personnel cannot perform in multiple labor categories at the same time in a given work order.
- 2.7.3 ~~Mangers, seniors, and other lead labor categories may serve as a Task Leader on one or more work order. Task Leaders shall have supervisory or project leader experience. This experience is not in addition to the experience requirements for the skill category.~~
- 2.7.4 The work order will define specific project requirements and shall clearly identify applicable experiences related to projects and technologies being used.

2.7.5 Substitution of Personnel.

- A) Individuals proposed and accepted as personnel for a work order are expected to remain dedicated throughout the work order commitment. Substitutions will be allowed only when the CM specifically agrees to the substitution in writing or due to an emergency circumstance as described in Section B) of this Section 2.7.5. All proposed substitutes of personnel must have qualifications at least equal to those reflected in the RFP, Section 2.8. The burden of illustrating this comparison shall be the Contractor's. If one or more of the personnel are unavailable for work under a work order for a continuous period exceeding 15 calendar days, the Contractor shall immediately notify the CM and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of notification to the CM. All substitutions shall be made in accordance with this provision.
- B) During the performance period for a work order, no substitutions of personnel will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or as otherwise approved by the CM. In any of these events, the Contractor shall promptly notify the CM and provide the information required by paragraph B above. All proposed substitutions of personnel for other than emergency situations must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the CM, with the information required in paragraph B above. The CM must agree to the substitution in writing before such substitution shall become effective.
- C) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute (see paragraphs B and C above), and any other information requested by the CM to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have work experience equal to or better than the labor category descriptions in the RFP, Section 2.8. The burden of illustrating this comparison shall be the Contractor's.
- D) Resumes shall be signed by all substituting individuals and their formal supervisor, and the official resume of the previous employee shall be provided for comparison purposes.

2.8 Labor Categories

2.8.1 The following section describes the labor categories to be provided under the RFP. Offerors must propose only these labor categories.

A. Program Manager

Duties: ~~The Program Manager is the contractor's manager for the Contract, and serves as the single point of contact for the Contractor with the State regarding the Contract. Performs overall management for Contract support operations. Organizes, directs, and coordinates the planning and production of all Contract activities, projects and support activities, including those of subcontractors. Oversees the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations. Demonstrates excellent written and verbal communications skills. Establishes and alters corporate management structure to direct effective and efficient Contract support activities. Must be capable of negotiating and making binding decisions for the Contractor.~~

General Experience: ~~At least five (5) years of experience in program or project management.~~

Specialized Experience: At least three (3) years of experience in supervision or oversight of the following related programs or projects:

1. The coordination and supply of emergency restoration services,
2. The coordination and supply of materials used to construct Outside Plant Fiber Optic Plant; and
3. The coordination of on term contracts for maintenance of fiber optics paths in the Right of Way.

~~B) Project Manager~~

Duties: ~~The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day to day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up to date status reports. Demonstrates excellent writing and oral communications skills.~~

General Experience: At least five (5) years of experience in project management.

Specialized Experience: At least three (3) years of experience in managing Aerial and Underground Outside Fiber Plant construction, and supplying and installing equipment and materials associated with Fiber Plant construction related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.

~~C) Outside Plant Technician~~

Duties: ~~Performs necessary tasks to access fiber optic cable under the ground, install, repair, and maintain hand holes and underground conduit. Assists Fiber Optic Splicer as needed to install and/or repair cable. Tests Single mode and multi mode fiber optic cable to ensure quality of cable.~~

General Experience: At least two (2) continuous years of documented (by references and work history) experience in outside plant work.

~~D) Fiber Optic Splicer~~

Duties: ~~Prepares splice cases and fusion splicing of fiber optic cables. Installs fiber terminations, fiber panels and fiber patch cords. Tests Single-mode and multi-mode fiber optic cable to ensure quality of cable.~~

General Experience: At least two (2) continuous years of documented (by references and work history) experience in fiber optic work.

~~E) Heavy Equipment Operator~~

Duties: ~~Performs necessary tasks to access fiber optic cable under the ground, on a pole or attached to a bridge. Installs, repairs and maintains hand holes and underground utilities through the operation of heavy equipment (backhoes, excavators, trenchers, bucket trucks, etc.).~~

General Experience: At least two (2) continuous years of documented (by references and work history) experience in operating heavy equipment.

F) Fiber Locator

Duties: Uses appropriate equipment to locate and mark fiber optic cable, copper cable and other utilities to prevent damage.

General Experience: At least two (2) continuous years of documented (by references and work history) experience in locating and work with cable.

G) BICSI certified registered Communications Distribution Designer

H) Cable Technician

2.9 Work Order Process

2.9.1 Work Order Process, simple

- A) The State Point of Contact (State POC) will send an email for quotation to the Contractor.
- B) The Contractor and the State on-site contact shall conduct a walk-through of the site for the work requested no later than seven (7) working days after the receipt of a request for quotation.
- C) The Contractor shall prepare a **detailed** price quotation to the State on-site contact via email no later than three (3) working days after initial walk-through.
- D) The CM will initiate and deliver a PO to the Contractor after the agency and CM have approved the detailed price quote.
- E) Work shall begin no later than five (5) working days after an approved PO is delivered to the Contractor except when different requirements are defined in the requisition.
- F) Contractor shall work through State designated site contacts for scheduling all on-site activity. Designated State on-site contacts have authority to amend/stop work and shall do so in writing should it be necessary.
- G) Contractor shall schedule a final walk-through of the completed wiring effort with the State on-site contact.
- H) Acceptance of work shall be in accordance to a site-specific work order detailing all materials and work performed.
- I) Invoices shall match the approved PO, including any change orders or amendments.
- J) The final acceptance of work by an Agency POC for a Small Work Order shall be done after the conditions are met in section 2.3.11C.
- K) The State of Maryland reserves the right to perform tests prior to acceptance and payment of each installation or service to ensure compliance with the requirements and specifications of the Contract and specific Small Work Order. Final acceptance shall only occur at such time as the requesting Agency determines that any State acceptance tests have been successfully completed, all documentation has been delivered to the site, or as otherwise directed by the Agency, and all other requirements specified in the Master

Contract and the specific Small Work Order have been met. The requesting Agency will make this determination. This period shall not exceed five (5) days unless notice is made to the Contractor detailing performance issues and final acceptance delay period.

2.9.2 Work Order Process, complex

2.9.2.1 Statement of Work Content

A Statement of Work (SOW) document will be initiated by the that defines the scope and requirements of the specific complex work order. At the minimum, each SOW will contain the following information:

- A) Type compensation and method of payment;
- B) Project, Technical, and Contractual point of contact;
- C) Due date, time and place for responding to ~~bidding on~~ the work order
- D) Background information including task objectives;
- E) Nature of the financial submission;
- F) Technical requirements;
- G) Performance objectives and /or deliverables, as applicable;
- H) Required documentation;
- I) Labor Categories required;
- J) Period of performance;
- K) Place of performance;
- L) Deliverable/delivery schedule;
- M) Security requirements;
- N) State furnished information, work site, and/or access to equipment, facilities, or personnel;
- O) Inspection and acceptance criteria;
- P) Service level agreements (if applicable);
- Q) Set of measurable benefits improvement outcomes;

2.9.2.2 SOW Response Submission Requirements

Contractor must respond with either a proposal or a written notification to the CM that they do not intend to submit a proposal and reason(s) why. Upon receipt of a work order SOW, the Contractor shall provide a response to the requirements providing the following:

- A) Proposed approach to satisfying the requirements and development of deliverables;
- B) Breakdown of all hardware and software required to successfully execute work order;
- C) Proposed schedule in GANTT chart format;
- D) If applicable - Proposed hours for each labor category;
- E) An estimate of staff time to be required of State employees associated with this project;
- F) Detailed written description of any work to be subcontracted, the name and address of the proposed subcontractor(s);
- G) Proposed price; and,
- H) If applicable - Proposed personnel with attached resumes.

2.9.2.3 Procedure for Awarding a Work Order

The criteria for making an award determination will be detailed in the work order.

2.9.2.4 Commencement of Work Under a Work Order

Work shall be initiated only upon issuance of a fully executed agreement and NTP authorized by the State.

2.9.2.5 Performance Period for Acceptance

The State of Maryland may perform tests prior to acceptance and payment of each installation or service, to ensure compliance with the requirements and specifications of the Contract and specific work order or PO. Final acceptance shall only occur at such time that any State acceptance tests have been successfully completed, all documentation has been delivered to the site, or as otherwise directed by the State, and all other requirements specified in the Contract and the specific work order or PO have been met. Final acceptance shall be upon completion of the proof of performance and after all documentation is on site. The State will make this determination. This period shall not exceed fifteen (15) days unless notice is made to the Contractor detailing performance issues and determining the number of day's acceptance is being delayed.

2.9.2.6 Final acceptance of Work by the CM shall occur:

A) Small Work Orders:

Will be accepted by the CM upon documented completion of the work associated with the request.

B) Complex Work Orders:

- 1) After three (3) complete sets of "as-built" project documentation are received and filed with the TOM for Installation and/or Relocation work orders.
- 2) Upon completion of all work specified in the work order and formal documentation submitted.
- 3) The State receives a satisfactory inspection report from an independent Contractor, selected and funded by the State to perform a site inspection, and all deficient items identified in the inspection report have been corrected to the State's satisfaction. The contractor shall submit within five business days to the CM a plan detailing how and when the deficiency will be addressed.
- 4) All other deficiencies noted by the State have been corrected to the State's satisfaction.

2.10 Warranty

All installation materials, network equipment, fiber optic cable, coax cable, cat5 shielded or unshielded cable, all audio cable, termination panels, splices and path restoration furnished by the Contractor shall be fully guaranteed against defects in materials and workmanship for a minimum period of one (1) year after installation and final acceptance. A standard manufacturer's warranty, on parts and labor or one year warranty on parts and labor, whichever is greater, for new network equipment, fiber termination panels, fiber optic cable work shall be included as part of these conditions. All defective items must be replaced free of charge during the warranty period. All other terms and conditions of the warranty must be provided in the technical response. The Contractor shall provide documentation that the equipment is titled to the State from the manufacturer and warranty cards for the equipment.

2.12 Invoicing

- 2.12.1 All invoices shall be submitted within 30 calendar days after the completion and acceptance by the Judiciary for each milestone listed in the work order and shall include the following information: name and address of the Judiciary, Contractor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, invoice period, invoice date, invoice number, amount due, 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.
- 2.12.2 The Contractor shall invoice the Judiciary and payment shall be made as specified in the work order

2.13 Insurance

- 2.13.1 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 AOC Office of Procurement before the actual implementation of the Agreement.
- 2.13.2 All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate and positive notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Contractor, at least 60 days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.
- 2.13.3 The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requiring of any and all insurance as set forth in this RFP, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

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

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

B. Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal or bodily injuries and \$1,000,000 per occurrence and aggregate for property damage. A combined single limit per occurrence of \$2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by or for the Administrative Office of the Courts within the scope of this Contract. Such insurance shall include but shall not be limited to, the following:

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

D. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.

E. Comprehensive Automobile Liability:

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

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

2.13.4 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.

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

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

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

3.2 Proposals

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

3.3 Submission

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

3.4 Volume I – Technical Proposal

- 3.4.1 Transmittal Letter: A transmittal letter 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.
- 3.4.2 Format of Technical Proposal: Inside the sealed package described in Section 3.3, above, an unbound original, to be so labeled, nine paper copies and one electronic version shall be enclosed. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's technical proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall allow Judiciary officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number. The technical proposal shall include the following sections in the stated order:
- 3.4.3 Title and Table of Contents: The technical proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents 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 clearly identified 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 but just those portions that can reasonably be shown to be proprietary or confidential.

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

3.4.5 Offeror Technical Response to RFP Requirements:

3.4.6.1 General. The Offeror shall address each RFP requirement in the Technical Proposal and describe how its proposed software and services will meet those requirements. If the Judiciary is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated previously, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the Judiciary’s needs.

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

3.4.6.1 An overview of the Offeror’s experience providing the goods and/or services, as applicable, to that included in this RFP.

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

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

3.4.10 Financial Capability and Insurance: The Offeror shall include the following, for itself, and, as applicable, for any parent corporate, subsidiary is preference under RFP Section 1.20:

3.4.10.1 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.

3.4.10.2 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

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

3.4.12 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 2.

3.5 Volume II - Financial Proposal

3.5.1 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 E. Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal. This is a fixed price **and time and material** Contract; prices are all inclusive and shall encompass all requirements in the RFP.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

- 4.1.1 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 awarded to the Offeror that is most advantageous to the Judiciary, considering price and the evaluation factors set forth herein. In making this determination, technical factors shall receive greater weight than price factors.
- 4.1.2 The Offeror shall be evaluated on the proposed services according to the specifications outlined in this RFP.

4.2 Technical Criteria

- 4.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:
- Offeror Technical Response to RFP Requirements (RFP Section 3.4.6). Offeror’s response to the requirements in the RFP (Section 3.4.6.1) must illustrate a comprehensive understanding of these requirements to include an explanation of how the system works. 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 3.4.7)
 - References (RFP Sections 3.4.8 and 3.4.9)

4.3 Financial Criteria

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

4.5 Selection Process and Procedures

4.5.1 General Selection Process:

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

4.5.2 Selection Process Sequence:

- 4.5.2.1 The first level of review shall be an evaluation for technical merit by the selection committee. During this review, oral presentations and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the Judiciary’s requirements and the Offeror’s ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the Judiciary.

- 4.5.2.2 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4.5.2.3 The financial proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- 4.5.2.4 When in the best interest of the Judiciary, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- 4.5.2.5 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	Contract Affidavit
Attachment D	Pre-Proposal Conference Form
Attachment E	Price Proposal Form (included as a separate Excel document)
Attachment F	Directions to the pre-Proposal Conference Site

ATTACHMENT A - CONTRACT

Contract number:

CONTRACT

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(“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 services.....) 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: Request for Proposals K11.....dated 2010
- Exhibit C: Contractor’s Quote dated2010

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, if any change causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of 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 claim by the Contractor shall be allowed if asserted after final payment under this Contract.

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

2. Term of The Contract

The Contract shall begin after execution and upon issuance of a notice-to-proceed and continue for.....

3. Consideration and Payment

3.1 The Contractor shall be compensated forfor a not to exceed amount of.....). All prices as offered in Attachment C are binding on the Contractor for the term of the Contract.

3.2 Payments to the Contractor pursuant to this Contract shall be made no later than thirty days after the 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 and purchase order 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 in accordance with this Contract. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4. Definitions

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.

4.3 “System” means the system as provided by this Agreement.

4.4 “Type I Materials” means Material that is created under this Agreement.

4.5 “Type II Materials” means Material existing before this Agreement, or developed during, but independent of this Agreement, in which the Contractor or third parties have all right, title, and interest.

5. **Ownership and Rights in Data**

Section 5 applicable _____ or non-applicable _____

- 5.1 The Contractor agrees to furnish the AOC with copies of the following (all of which, for purposes of this Agreement, shall be deemed Type I Materials): computations, computer files, data, model(s), transmittal letters, response letters, and all other documents or correspondence pertinent to the operation of the System produced or received as part of this Agreement. In addition, all hardware and Type I software necessary to the System's performance in accordance with the terms of this Agreement are, and shall remain, the exclusive property of the AOC. Licenses for all Type II Materials (e.g., "off the shelf" software) shall be provided to the AOC with all rights to use the Type II Materials. The Contract shall provide to the AOC copies of all end user software licensing agreements for all Type II Materials, which licensing agreements shall be in accordance with the OEM's standard software license, paid-up licenses through the maintenance period (no upgrades included thereafter), and provided at no additional cost to the AOC. Nothing in this Agreement shall prevent the Contractor from utilizing any general know-how, techniques, ideas, concepts, algorithms, or other knowledge acquired or developed during the performance of this Agreement on behalf of itself and its future customers.
- 5.2 The AOC shall be the owner of all Type I Materials and shall be entitled to use them without restriction and without compensation to the Contractor other than specifically provided in this Agreement. The Contract shall have no liability or responsibility for use of the Type I Materials by the AOC beyond their specified use as part of the System as provided by the Contractor in accordance with this Agreement. The Contractor may retain one copy of the Type I Materials, but may not, without prior written consent of the AOC, be entitled to use, execute, reproduce, display, perform, distribute (internally or externally) copies of, or prepare derivative works based on Type I Materials or authorize others to do any of the former. The AOC may duplicate, use, and disclose in any manner and for any purpose whatsoever, and allow others to do so, all Type I Materials.
- 5.3 The Contractor agrees that, at all times during the terms of this Agreement and thereafter, the Type I Materials shall be "works for hire" as that term is interpreted under U.S. copyright law. To the extent that any Type I Materials are not works for hire for the AOC, the Contractor hereby relinquishes, transfers, and assigns to the AOC all of its rights, title, and interest (including all intellectual property rights) to all such Type I Materials created under this Agreement, and will cooperate with the AOC in effectuating and registering any necessary assignments.
- 5.4 The AOC shall retain full ownership over any materials that it provides to the Contractor under this Agreement.

6. **Warranties The Contractor hereby represents and warrants that:**

- 6.1 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;
- 6.2 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;

- 6.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- 6.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract;

7. Patents, Copyrights

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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 State, 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.

8. 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.

9. 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.

10. 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, 12-204.

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

12. 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.

13. 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.

14. 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 State'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 State 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 State 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.

15. 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 State 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 State's option, become the State's property. The State 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 State can affirmatively collect damages.

16. Termination for Convenience The performance of work under this Contract may be terminated by the State in accordance with this clause in whole or, from time to time, in part whenever the State shall determine that such termination is in the best interest of the State. The State 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.

17. Delays and Extensions of Time 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 State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State 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.

18. Suspension of Work The State 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 State.

19. Pre-existing Regulations The applicable statutes and regulations of the State of Maryland in effect at the time of this agreement are incorporated in this agreement.

20. 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.

21. 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.

22. 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 State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

23. Liability for Loss of Data In the event of loss of any data or records necessary for the performance of this Contract, which such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating all such lost data or records in a manner, format, and time-frame acceptable to the Department.

24. 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 **April 15, 2010**. 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 **April 15, 2010** was inaccurate, incomplete, or not current.

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

26. Indemnification

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 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.

27. 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 offeror 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.

28. 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 State, 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.

29. 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: Gisela Blades
Procurement & Contract Administration
Maryland Judicial Center
580 Taylor Avenue
Annapolis, Maryland 21401
(410) 260-1594

Contractor:

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:

Frank Broccolina
State Court Administrator

Date: _____

Approved:

Robert M. Bell
Chief Judge, Courts of Appeal

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. K11-0032-83B

Project Title: Cable and Wire

A Pre-proposal Conference will be held on August 10, 2010, at 10:00 AM local time at:

Judicial Education and Conference Center, Annapolis

Please e-mail this form to the Procurement Officer:

gsela.blades@mdcourts.gov

By August 9, 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 FORMS

(included as a separate excel spreadsheet)

ATTACHMENT E – Directions to the Pre-Proposal Conference Site



Directions to **The Judiciary Education and Conference Center**
2011D Commerce Park Drive
Annapolis, Maryland 21401
(410) 260-3609



From Baltimore

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

From the Eastern Shore

- Take 301S to 50W.

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

From Western Maryland

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

From Southern Maryland

Charles County:

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

St. Mary's County:

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