



**ADMINISTRATIVE OFFICE OF THE COURTS  
DEPARTMENT OF PROCUREMENT AND CONTRACT ADMINISTRATION  
2003C COMMERCE PARK DRIVE  
ANNAPOLIS, MARYLAND 21401**

**REQUEST FOR PROPOSALS NO. K11-0081-25Y**

**FOR  
SECURITY GUARD SERVICES**

**ISSUED:  
April 15, 2011**

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

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

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

**THE JUDICIARY  
NOTICE TO OFFERORS/CONTRACTORS**

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

**Title: Security Guard Services**

**Project No: K11-0081-25Y**

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

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

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

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

REMARKS:

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

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

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

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

**KEY INFORMATION SUMMARY SHEET**

**THE JUDICIARY**

**Request For Proposals No. K11-0081-25Y**

**RFP Issue Date:** April 15, 2011

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

**Procurement Officer:** Lisa Peters  
(410) 260-1265  
Lisa.peters@mdcourts.gov

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

**Pre-Proposal Conference:** April 26, 2011 at 9:00 a.m.

**Closing Date and Time:** **May 16, 2011 at 12 p.m.**

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

This RFP is to serve as the basis of a Request for Proposals and Submission for the provision of Security Guard Services for the various locations as listed in Section 2.2 of RFP, Section 2.2, in accordance with the terms and conditions hereinafter described, and specifications provided. This RFP and the selected offeror's proposal will be referenced as part of the resulting Contract. This RFP implies no obligation on the part of the Maryland Judiciary.

### 1.2 Abbreviations and Definitions

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

- a. Contract – Fully executed copy of the Contract attached to this RFP as Attachment A
- b. Contractor – The selected Offeror
- c. 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.
- d. CCTV - Closed circuit television.
- e. Days - Calendar days, unless otherwise specified.
- f. Guard - Trained, equipped and qualified employees of Contractor assigned to Guard duties as required by this RFP and the resulting Contract.
- g. Incident Report - The report required to be filed to document events or conditions at AOC sites that represent a security concern.
- h. Local Time – Time in the Eastern Time Zone. The Judiciary business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days on which the AOC has been closed by order of the Chief Judge).
- i. MBE – Minority Business Enterprise
- j. Offeror – An entity that submits a proposal in response to this RFP
- k. 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. The Procurement Officer for this Request for Proposals is Lisa Peters.
- l. RFP – Request for Proposals # K11-0081-25Y for the Security Services dated April 15, 2011, including any and all amendments.
- m. Site - A property or facility to which Guards are assigned pursuant to this Contract or which may be established during the term of this RFP and the resulting Contract.
- n. Standard Operating Procedure (SOP) - Written procedures, policies and guidelines used by the Contractor in day-to-day operations.

- o. Supervisor - An employee of AOC whose job duties include oversight, supervision, scheduling and managing assigned Guards on duty, certifying Guard time records and collecting Guard reports. Section 2.3.9.

### **1.3 Contract Type**

The Contract that results from this RFP shall be time and material, fixed unit price, indefinite delivery/indefinite quantity (IDIQ).

### **1.4 Contract Duration**

The Contract resulting from this RFP shall be for a period of one year. 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:

Lisa Peters  
2003C Commerce Park Drive  
Annapolis, MD 21401

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

### **1.6 Contract Manager**

Jessica Pitts  
Commerce Park Drive  
Annapolis, MD 21401

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

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

1.7.1 A Pre-Proposal Conference (Conference) will be held on April 26, 2011, beginning at 9:00 a.m., at the Judicial Education and Conference Center (JECC). The JECC is located at 2011 Commerce Park Drive, Annapolis, MD 21401. Attendance at the Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers will be posted on the Judiciary's Procurement website and eMarylandMarketplace.

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

April 19, 2011. The Conference Response Form is included as Attachment D 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 April 19, 2011. The AOC will make a reasonable effort to provide such special accommodation.

### **1.7.2 Site Inspection**

Offerors shall have examined the work sites, and shall be responsible for having acquired full knowledge of the scope and of all issues affecting it.

## **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 posted on the Judiciary's Procurement website and eMarylandMarketplace.

## **1.10 Proposal Due (Closing) Date**

An original and 4 copies of each proposal (technical and financial) must be received by the Procurement Officer, no later than 12 p.m. (local time) on May 17, 2011 in order to be considered. An electronic version (CD) of the Technical Proposal must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal must be enclosed with the original Financial Proposal. All 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 two weeks 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.

### **1.15 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 Article IV of the Judiciary's 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**

A MBE subcontractor participation goal of 0% has been 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 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 Agency Information

The Office of Emergency Preparedness provides emergency preparedness advice, planning and training to all offices within the Judiciary. It is responsible for a range of services that include, but are not limited to, Continuity of Operations (COOP) planning, coordination with state and local agencies, and development and legal research as it relates to emergency preparedness.

### 2.2 Sites Requiring Security Guard Services

**2.2.1 Requested Locations.** Contractor shall provide unarmed Guards at any AOC location within Annapolis within two (2) days of AOC request.

**2.2.2 Regular Locations.** Contractor shall provide regular Guard services at the following Sites in accordance with the schedule set forth in Section 2.3.1. The AOC reserves the right during the term of the Agreement to add Sites or to eliminate any site.

**2.2.3 Judicial Education and Conference Center.** The Judicial Education and Conference Center (JECC) is located at 2009 & 2011 Commerce Park Drive in Annapolis and is a multi-use building that serves as office space for Judiciary employees and serves as a public space for meetings, trainings, and conferences.

**2.2.4 AOC Annex and Warehouse.** The AOC Annex and Warehouse is located at 2001 & 2003 Commerce Park Drive in Annapolis and is a multi-use space that serves as office space for Judiciary employees and serves as a warehouse for Judiciary property.

**2.2.5 Judicial Information Systems Annex.** The Judicial Information Systems Annex is located at 2004 Industrial Drive in Annapolis and is a building that serves as office space for Judiciary employees.

**2.2.6 Mediation and Conflict Resolution Office.** The Mediation and Conflict Resolution Office is located at 903 Commerce Road in Annapolis and is a multi-use space that serves as office space for Judiciary employees and conference area for trainings and mediations.

### 2.3 Contractor Duties and Responsibilities

**2.3.1 General Guard Duties.** The Contractor shall provide Guards services for all shifts and sites for which Guards are required by this Agreement or requested by the AOC. Contractor shall provide two (2) Guards per shift (6:00 AM-2:00 PM; 2:00-10:00 PM) Monday through Friday. Contractor is expected to provide dedicated Guards consistently to AOC sites. Guards shall be required to perform the following duties at all sites in accordance with the Standard Operating Procedures (SOP):

- i. Protect the safety of persons on the site;
- ii. Prevent and minimize theft, damage and trespass on AOC properties;
- iii. Report any unusual incidents or hazardous conditions;

- iv. Maintain a daily log for each shift in accordance with all policies for the Site;
- v. Complete rounds of assigned facilities as required for each Site to ensure that all access doors are secure, to check for fire, unauthorized persons, mechanical system alarms, unnecessary lights, or open or unlocked windows;
- vi. Patrol the parking areas, to prevent pilferage from and vandalism to vehicles, an other unlawful activity;
- vii. Provide assistance to individuals looking for services within the AOC sites listed herein;
- viii. Participate in scheduled for or disaster control drills;
- ix. Maintain a log of all security violations and report occurrences to AOC Contact without delay;
- x. Monitor security desk consoles (i.e., CCTV video monitors; employee access control); as well as:
  - 1. Be familiar with emergency fire or fire alarm procedures including familiarity with location of fire alarm bull boxes; fire extinguishers and other life/ safety systems;
  - 2. Guards shall be responsible for all building and systems keys in their possession and shall account for the whereabouts of keys at all times. Key shall not be loaned to anyone for any reason. If key or access card is lost or stolen, Guards shall notify Contractor immediately and Contractor shall notify AOC immediately upon receiving Guard's report so that appropriate action can be taken to safeguard the premises. Contractor is responsible for the cost of replacement of lost, stolen or damaged keys or access cards.
- xi. Provide mail screening for all U.S. Postal Service deliveries for the facilities listed within the Agreement. Mail screening shall be conducted with use of X-ray or other mail screening equipment.
- xii. Guards shall deposit screened mail at location's reception areas daily during regularly scheduled security rounds.
- xiii. When requested for special events, control and direct parking in AOC parking lots.
- xiv. Guards shall, at all times, be polite, courteous, respectful, and responsive to any person authorized to be on the Site;
- xv. Guards shall not use cell phones except as required to perform their duties, and may not use or be in possession of any personal electronic devices or reading materials not related to Guard duties at a Site;
- xvi. Guards shall not be engaged in or conduct any personal business or business outside those described in the RFP and Contract at any time while assigned to perform Services except for authorized breaks;

**2.3.2 Site Patrols.** Guards shall patrol the grounds of AOC Sites as required by the Contract and as requested by AOC as outlined under 2.3.1.

- 2.3.3. Access Controls.** Guards shall monitor the access system of employees and members of the public to AOC Property. Control of access to restricted areas during and after work hours is accomplished through a card access/ reader system.
- 2.3.4. Rotation and Coverage.** CCTV cameras must be continuously monitored by Guards, with no Guard remaining at the CCTV monitor for longer than 30 minutes at a time. Contractor is responsible for developing a schedule that allows for continuous and on-going CCTV monitoring, mail screening, patrols and all necessary breaks.
- 2.3.5. Uniforms.** Contractor shall furnish and maintain all uniform items for all Guards provided to perform the Services required by the Contract, including outdoor clothing appropriate for the weather and season. All Guards must wear a complete uniform while on duty. When reporting for duty, Guards' uniforms must be clean and generally present a professional image to the public. The Contractor shall be responsible for the cleaning, pressing, and repair costs for all uniforms.
- 2.3.6. Nametags.** Guards must wear DGS-issued identification cards with picture. Contractor shall cover expense of DGS-issued identification cards. Contractor shall ensure that identification cards are properly worn and displayed.
- 2.3.7. Communication Equipment.** Contractor shall provide communication equipment, i.e., pagers, 2-way radios and/or cellular phones, to employees who are assigned to work on the contract.

## **2.4 Deliverables**

- 2.4.1 Post Orders.** Within fifteen (15) Days of the Effective Date, Contractor shall deliver to AOC draft comprehensive Post Orders for all designated sites for AOC review and approval. AOC shall review and return same to Contractor with instructions for revisions. Contractor will prepare completed and approved Post Orders and submit them to the AOC within ten (10) days of receipt of AOC revisions. Final Post Orders approved by the AOC are incorporated by reference and shall become part of the Contract. Post Orders shall include, but are not limited to:
- xvii. General Safety Procedures;
  - xviii. Emergency Procedures (including contact lists)
  - xix. Shift Patrol Procedures;
  - xx. Communication Procedures;
  - xxi. Dress and Grooming Standards;
  - xxii. Training Procedures, including First Aid, CPR, and AED training
  - xxiii. Human Resources Policies and Hiring and Disciplinary Policies
- 2.4.2 List of Assigned Guards.** Contractor, prior to starting any work, must furnish AOC with a complete list of all Guards assigned, their assignment and a copy of their application for employment. Records of criminal convictions, driving history, parking citations, military service, education and prior employment must be checked by Contractor prior to the

assignment of any Guard and are considered a part of the Guard application for employment.

- 2.4.3 Training Plan.** No later than ten (10) Days after execution of the Contract, the Contractor shall provide the AOC with a draft Training Plan including a training schedule for maintaining certification in First Aid, CPR and AED for the Guard and a training schedule to ensure knowledge in subjects of Workplace Violence, Harassment and Diversity. AOC shall review and return the draft Training Plan to Contractor with any instructions for revisions. Contractor shall deliver the completed Training Plan to the AOC for its approval prior to the commencement of training required by this Contract.
- 2.4.4 Proof of Training.** Prior to assignment of any Guard, Contractor shall provide proof of required training for each Guard. Such proof shall include an affidavit of training signed by the Contractor and Guard certifying that each type of training required by this Contract has been completed.
- 2.4.5 On-Going Training.** Contractor shall provide proof of attendance for at least 24 hours of annual training with attendance sheets signed off by Guards participating in training, along with the day, time, duration and training subject matter. Proof of attendance shall be submitted quarterly to AOC.
- 2.4.6 Medical Examinations.** Medical examination of guards to assure their physical fitness shall be conducted at the Contractor's expense, prior to initial request for clearance and annually thereafter or more frequently as determined by the Contractor's examining physician. The following minimum physical standards shall apply to all guards assigned to this Agreement:
- Able to stand or walk for an entire eight (8) hour shift;
  - Able to climb stairs or ladders;
  - Able to lift or carry objects weighing up to 50 pounds; and
  - Able to run.
- 2.4.7 Affidavits.** Falsified affidavits shall be grounds for immediate removal of Contractor. Contractor is responsible for verifying the truth and accuracy of each affidavit. Contractor agrees that failure to verify training affidavits is a material breach of the Agreement.
- 2.4.8 Account Manager.** Contractor must agree to assign an experienced account manager who shall be responsible for assuring that all requirements described herein are fulfilled.
- 2.4.9 Supervision.** Contract supervision of assigned personnel shall be provided during the hours of 6:00 am to 10:00 pm, Monday through Friday, excluding holidays where the Judiciary is closed. Supervisors shall be available to the AOC facility site supervisors. Contract supervisors shall conduct on-site inspections of assigned personnel by at least twice per week. Contract supervisors shall have prior security experience, know and understand the operational aspect of the security business, be an appropriate role model, and have an ability to teach, guide and direct effectively. Contract supervisors shall employ measurable performance criteria in their evaluation of the Guards.

## **2.5 Contractor Personnel**

**2.5.1 Contractor Responsible for Personnel.** Contractor shall provide four (4) trained and qualified personnel to fully staff Guard positions as required by this Agreement. All Guards must be employees of the Contractor. Hiring, training, payment of wages and benefits, uniforms, equipment, supervision, transportation costs, direction and discharge of Guards shall be the responsibility of the Contractor. Contractor is responsible for complying with all required federal, state and local employment laws and regulations.

Poor performance will not be tolerated. The AOC reserves the right to refuse or reject any person assigned under the contract either with or without cause. If a person is removed from an AOC facility at the request of the AOC, that person is not to be re-assigned to another AOC facility without first advising the AOC of the person's previous assignment and the reasons for his/her removal.

**2.5.2 Removal without Cause.** AOC may request Contractor to remove any Guard from performing Services under this Agreement at any time and for any reason. Contractor shall remove and replace personnel within 24 hours when requested by AOC.

**2.5.3 Removal with Cause.** Contractor shall remove and replace a Guard within one (1) hour of AOC request for any cause or condition that renders the Guard incapable of performing their duties, which shall include but is not limited to: sleeping on duty, theft, alcohol or illegal drug use.

**2.5.4 Reassignment, Augmentation, Reduction of Workforce.** If the AOC's need for services increases or decreases the number of Guards required to fulfill the requirements of the Contract, the AOC's cost shall be based on actual hours of services provided at the billing rates set forth in the Contract.

**2.5.5 Drug and Alcohol Testing.** Contractor agrees that all guards will undergo random substance abuse (drug and alcohol) screening as a condition of employment. Contractor agrees to implement its own drug and alcohol testing program or use the services of a third party administrator to fulfill the terms of the drug and alcohol testing program. Prior to assignment at any AOC site, all prospective guards must pass a drug test administered at the Contractor's expense. At the minimum, the screen shall include testing of urine samples for marijuana, amphetamines, methamphetarnines, cocaine and opiates. Contractor must provide written proof of testing to AOC upon request.

**2.5.6 Qualified Guards.** Guards supplied by the Contractor shall possess the following skills and abilities:

- Guards shall have the ability to speak, read, write, understand and properly use documents written in English.



- Contractor shall communicate all written materials provided by AOC to Guards, including rules, procedures, regulations, guidelines and instructions, and shall ensure that Guards adhere to the standards set forth in such materials.
- All Guards provided under the Contract shall have the minimum qualifications required for the position for which he/ she is provided as set forth herein. The AOC may require proof of such qualification at any time from with the Guard or the Contractor.
- Guards must be mentally alert and capable of exercising good judgment, implementing instructions and assimilating necessary specialized training.

**2.5.7 Unqualified Guards:**

- Persons with felony convictions;
- Persons with serious misdemeanor convictions during the last five years;
- Persons presently on parole or probation;
- Guards removed for cause at any time during this Agreement;
- Guards who do not possess the required certification or training specified in this Agreement.

**2.5.8 Appearance and Grooming.** Assigned Guards shall arrive at work well groomed, in a professional manner, and in the appropriate uniform of the company - complete with badge, company designation patch, nametag, and required communications equipment. Uniforms shall be in respectable condition, fitted properly, cleaned, pressed, and present a professional appearance. Assigned Guards shall not "accessorize" their uniforms and shall wear their shirts tucked inside their slacks. Guards shall not lean against walls, stand with their hands in their pockets, or adopt an unprofessional conduct or posture.

**2.5.9 Responding and Reporting.** Guards shall respond to emergencies requiring immediate action or assistance, call for assistance (911) when necessary and report all emergencies to the designated emergency responder(s) and AOC Security Supervisor.

**2.5.10 Use of Judiciary Equipment.** At no time shall Guards use Judiciary telephones or other equipment for non-Judiciary or personal business without prior approval by the facility site supervisor. Unauthorized use of any Judiciary equipment may be cause to terminate the guard from assignment.

**2.5.11 Excessive Turnover.** Excessive turnover of guards will not be tolerated and may be cause for termination of the contract. Contractor shall provide a list of all personnel assigned at the start of the Contract, and shall provide semi-annually, an updated list specifically identifying the personnel that have been added and personnel that have been removed from each site.

## **2.6 AOC Independent Investigation**

**2.6.1 AOC Independent Investigation.** AOC will conduct independent background investigations of all Guards prior to performance of Services under this agreement. AOC reserves the right to terminate any Guard who does not pass the AOC background investigation. AOC reserves the right to cancel this Agreement if Contractor fails to perform sufficient investigation and screening of Security staff.

## **2.7 Times of Service**

**2.7.1 Time Records.** Time records shall be signed by Guards at the beginning and end of each shift. No other Guard, Supervisor or individual is authorized to sign time records. Contractor shall make all time records and payroll records available for inspection, copying or audit for the entire term of the Agreement and for three (3) years after the term of the Agreement. This section shall survive termination or expiration of the Agreement. Contractor must provide the assignment of duties one week prior to commencement for approval by AOC. Contractor must also describe how arrangements will be made for rotating coverage during breaks at CCTV station.

**2.7.2 Hours of Service.** The Contractor shall provide Guards to fill all shifts during the hours of 6:00 am to 10:00 pm Monday through Friday. AOC reserves the right to change the times or locations of the shifts. Contractor agrees that the scheduled work hours and days of Services may be changed at any time, without any penalty to the AOC, provided the AOC gives ten (10) business days notice of any changes to the shift schedule.

**2.7.3 Holidays.** Contractor shall not provide Services on the following official State holidays:

- New Years Day (observed)
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day (observed)
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas (observed)

## **2.8 Special Events**

- 2.8.1** The Contractor shall provide additional guard services for miscellaneous special events that require Guard coverage. AOC will provide at least 5 business days notice of the number of Guards needed for a Special Event.

## **2.9 Reports and Meetings**

- 2.9.1 Quarterly Meetings.** Contractor's Account Manager shall attend quarterly status meetings with AOC to discuss issues related to the Agreement including, but not limited to: performance, invoice payments, Agreement status, personnel issues, etc. At least one (1) week prior to the quarterly status meeting, the Account Manager shall provide a quarterly status report that summarizes the status of performance of the Agreement with respect to the subject matters listed above and any others that either party requests be included on the agenda for the quarterly status meeting.

- 2.9.2 Reports.** Whenever a written report is required under the Agreement, any such report must be written in legible English. All reports must be submitted in a Microsoft Word document. All written reports are to be submitted to:

Office of Emergency Preparedness and Court Security  
2001 E/F Commerce Park Drive  
Annapolis, MD 21401  
(E-mail address and fax to be provided at the time of contract award)

- 2.9.3 Incident Reports.** Incident Reports shall be prepared no later than the end of the shift during which an incident occurs by each and every Guard who witnessed or responded to the incident. The Incident Report shall be submitted to the AOC's designated representative in the approved template. Incident Reports must be submitted by Guards whenever there is an event or condition on or adjacent to an AOC site involving injury to persons or property, criminal activity, security breaches, departures from required procedures, suspicious activity or any significant confrontations or altercations among or between Judiciary employees, contractors or members of the public. An Incident Report must be filed in any of the following circumstances:

- A Guard is required to intervene between any two or more persons, including other Guards, members of the public or Judiciary staff
- A Guard witnesses any crime or suspected crime, including assault
- A Guard witnesses any incident in which there is a potential personal injury, whether or not medical attention is requested or required, or in which loss or damage to public or private property occurs
- A Guard discovers any activated alarms, false or otherwise
- A Guard observed suspicious or unusual activities or intrusion alarm information

#### 2.9.4 Other Required Reports.

- All malfunctions, vandalism and loss of equipment stored in the Security Control Office must be reported within four (4) hours of the occurrence. The Security Control Office contains AOC equipment for which Contractor shall be responsible.
- **Lost/ Stolen Item Report.** Guard completes report when a lost or stolen item is reported to provide description of lost/stolen item, location, name of facility and date.
- **Daily Security Report.** A log of Guard's activity during an assigned shift.

#### 2.10 Invoicing

**2.10.1** All invoices shall be submitted monthly 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.

#### 2.11 Insurance

**2.11.1** The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. A copy of the Offeror's current certificates of insurance (property, casualty and liability) should be submitted with Offeror's proposal in accordance with Section 3.4.8.2 of the RFP.

**2.11.2** 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.

**2.11.3** 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.

2.11.4 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.

2.11.5 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.

## **2.12 Minimum Qualifications**

2.12.1 All bidders must be security guard agencies licensed by the State of Maryland.

2.12.2 Prior to submitting a bid for the work covered by the Specifications, the bidder shall have no less than three (3) complete and consecutive years of providing uniformed guard service of the type required by this Contract.

2.12.3 The three (3) complete and consecutive years required in 2.12.2 above must have been immediately prior to bidding this contract.

## SECTION 3 – PROPOSAL FORMAT

### 3.1 Two Part Submission

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 4 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, 4 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 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 clearly demonstrate and document that as of the proposal due date, the Offeror meets the minimum qualifications specified in Section 2.12. 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.**
- 3.4.5.1 General. The Offeror shall address each RFP requirement in the Technical Proposal and describe how it will meet those requirements. If the Judiciary is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the Judiciary's needs.
- 3.4.5.2 License. The Offeror shall provide a copy of the Maryland License.
- 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:
- Resumes of proposed personnel, including proposed Guards.
  - Listing of companies or organizations which Offerer provided guard service over the preceding three (3) years including the length of time the service was provided and the size of the guard service provided.
- 3.4.7 **References.** Provide three (3) current customer references. 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

3.4.8 **Financial Capability and Insurance.** The Offeror shall include the following, for itself, and, as applicable, for any parent corporate, subsidiary or preference under RFP Section 1.2:

3.4.8.1 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.

3.4.8.2 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

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

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

- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal)
- Certified true copies of any and all of the policies of insurance to AOC. By submitting a proposal in response to this solicitation, the offeror warrants that it is able to provide evidence of insurance required by RFP Section 3.

## **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 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 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 Experience and Capabilities
  - Proposed Personnel
  - References
  - Offeror Response to RFP Requirements

### **4.3 Financial Criteria**

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

### **4.4 Selection Process and Procedures**

#### **4.4.1 General Selection Process.**

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

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

#### **4.4.2 Selection Process Sequence**

4.4.2.1 The first step in the process will be to assess compliance with the Offeror Minimum Qualifications set forth in Section 2.12 the RFP. Offerors who fail to meet these basic requirements will be disqualified and their proposals eliminated from further consideration.

4.4.2.2 The next step in the process will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the Judiciary's requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to the Judiciary. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the Judiciary

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

4.4.2.4 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.

4.4.2.5 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). However, the Judiciary reserves the right to make an award without issuing a BAFO if/when it's determined to be in the best interest of the Judiciary.

## **ATTACHMENTS**

Attachment A	Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Pre-Proposal Conference Form
Attachment E	Price Proposal
Attachment F	Standard Operating Procedures

## ATTACHMENT A - CONTRACT

**Contract number: K11-0081-25Y**

### **MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS CPR/AED Training Courses**

#### **STANDARD TERMS AND CONDITIONS**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between the Administrative Office of the Courts (the "AOC") in the State of Maryland and **corporate name plus address** (the "Contractor") with Federal Taxpayer Identification Number **XX-XXXXXXX**.

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

#### **1. Scope of Contract**

- 1.1 The Contractor shall provide Security Guard Services (hereinafter "Services") and shall provide guard services for all shifts and sites for which Security are required by this Agreement or request by the Aoc. (hereinafter the "Goods", and other deliverables in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

Exhibit B: Request for Proposal dated April 14, 2011 and all amendments and exhibits thereto (collectively referred to as the "RFP")

Exhibit B: Contractor's Proposal dated **date of response** and subsequent BAFO dated \_\_\_\_\_ **2011** (collectively referred to as "the Proposal")

- 1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between Exhibits B and C, Exhibit B shall prevail.
- 1.3 The Procurement Officer may, at any time, by written order make changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section.
- 1.4 Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the

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

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

## **2. Term of the Contract**

Unless the Contract is terminated earlier as provided herein, the term of the Contract is the period beginning on **month/ day/, 2011** and ending on **month/day/year**. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including specify additional successive one-year terms, if any.

## **3. Consideration and Payment**

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

construed as a waiver or termination of any rights and remedies available to AOC for any failure of Contractor to perform the Contract in a satisfactory and timely manner.

#### **4. Warranties**

The Contractor hereby represents and warrants that:

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

#### **5. Patents and Copyrights, if applicable**

- 5.1 If the Contractor furnishes any design, device, material, process, code, 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 for AOC's use of such item or items.
- 5.2 The Contractor shall defend or settle, at its own expense, any claim or suit against the State, AOC, or their employees acting within the scope of employment, alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also shall pay all damages and costs that by final judgment might be assessed against the State, AOC, or their employees acting within the scope of employment, due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit.
- 5.3 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 shall, at its option and expense: a) procure for the AOC 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.
- 5.4 If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, code, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the AOC, its Officers, agents, and employees with respect to

any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by any Contract awarded.

## **6. Non-hiring of Employees**

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

## **7. Non-employment of Contractor's employees**

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

## **8. Disputes**

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

## **9. Maryland Law**

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

## **10. Amendments**

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

## **11. Non-discrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against any person because of race, color, religion, age, sex, marital status, national origin, disability, familial status, genetic information, and sexual orientation; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to



post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **12. Contingent Fee Prohibition**

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

## **13. Non-availability of Funding**

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

## **14. Termination for Cause**

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

## **15. Termination for Convenience**

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

## **16. Delays and Extensions of Time**

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

## **17. Suspension of Work**

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

## **18. Pre-existing Regulations**

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

## **19. Financial Disclosure**

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

## **20. Political Contribution Disclosure.**

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

## **21. Right to Audit**

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

## **22. Liability for Loss of Data**

In the event of loss of any data or records necessary for the performance of this Contract, which such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible,

irrespective of cost to the Contractor, for recreating all such lost data or records in a manner, format, and time-frame acceptable to the AOC.

### **23. Cost and Price Certification**

By submitting cost or price information, the Contractor certified to the best of its knowledge that the information submitted was accurate, complete, and current as of **(enter the date of the financial proposal)**. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of the financial proposal was inaccurate, incomplete, or not current.

### **24. Subcontracting and Assignment**

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

### **25. Indemnification**

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 The Contractor shall immediately notify the Procurement Officer of any claim, suit or action made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.

### **26. Public Information Act Notice**

The AOC provides public access to records in accordance with § 10-617(d) of the State Government Article, Annotated Code of Maryland, and other laws relating to access to public records, including Maryland Rules of Procedure, Rules 16-1001 through 16-1011. If a request is

made to review any records pertaining to this contract, the Contractor may be contacted, as circumstances allow, to express its views on the availability of requested information. The final decision on release of any information rests with the AOC.

**27. Conflict of Interest**

27.1 "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State or the AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.

27.2 "Person" includes a contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

27.3 The Contractor warrants that, except as disclosed in § D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

27.4 The following facts or circumstances give rise or could in the future give rise to a conflict of interest (Contractor: explain details-attach additional sheets if necessary; **if none, so state**):

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27.5 The Contractor agrees that if an actual or potential conflict of interest arises after the contract commences, the Contractor shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken. The existence of a conflict of interest is cause for termination of the Contract as well as disciplinary action against an employee for whom a conflict exists.

**28. Ownership and Rights in Data, if applicable**

28.1 In addition to the requirements stated in the RFP, the Contractor agrees to furnish the AOC with copies of the following: computations, computer files, data, model(s), transmittal letters, response letters, training materials, and all other documents or correspondence pertinent to the Goods or Services produced or received as part of this Contract and any amendments thereto. In addition, all hardware and software developed,

created, modified, or configured (“Developed Materials”) in accordance with the terms of this Contract are, and shall remain, the exclusive property of the AOC. Licenses for all “commercial off the shelf” software (“COTS software”) shall be provided to the AOC with all rights to use those materials. For all COTS materials delivered to AOC under this Contract, the Contractor shall provide the AOC, at no additional cost, with copies of all end user software licensing agreements in accordance with the OEM’s standard software license and paid-up licenses through the maintenance period.

- 28.2 The AOC shall be the owner of all Developed Materials and shall be entitled to use, transfer, disclose, and copy them in any manner, without restriction and without compensation to the Contractor. Without AOC’s prior written consent, the Contractor may neither use, execute, reproduce, display, perform, distribute (internally or externally), retain copies of, or prepare derivative works based on, these Materials nor authorize others to perform those acts.
- 28.3 The Contractor agrees that, at all times during the terms of this Contract and thereafter, all Developed Materials created pursuant to this Contract shall be “works for hire” as that term is interpreted under U.S. copyright law. To the extent that any of these 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) in such materials, and shall cooperate with the AOC in effectuating and registering any necessary assignments.
- 28.4 The Judiciary shall retain full ownership over any materials that the Judiciary provides to the Contractor under this Contract.

## **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:** specify

**Contractor:** specify

**SIGNATURES:**

In Witness Whereof, the parties have signed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2011

**Contractor:**

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

Signature  
Authorized Representative

**Maryland Judiciary**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Susan S. Howells, Executive Director  
Procurements and Contract Administration

**Approved for form and legal sufficiency this \_\_\_\_ day of \_\_\_\_\_, 2011**

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

**Reviewed:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Frank Broccolina  
State Court Administrator

**Approved:**

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

Robert M. Bell, Chief Judge  
Court of Appeals of Maryland

**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):

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**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):

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**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):

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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)

**THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENT C – CONTRACT AFFIDAVIT**



A. AUTHORIZED REPRESENTATIVE

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_ and  
(Title)  
the duly authorized representative of \_\_\_\_\_ and  
(Name of Contractor)

that I possess the legal authority to make this Affidavit on behalf of myself and the contractor for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER DECLARE AND AFFIRM that the Contractor 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 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:

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

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

\_\_\_\_\_  
(if not applicable, so state)

I FURTHER CERTIFY that, except as validly contested, the Contractor has paid or has arranged for payment of all taxes due to 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 Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

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: \_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Please print name)

**ATTACHMENT D – PRE-PROPOSAL CONFERENCE RESPONSE FORM**

**Project No. K11-0081-25Y**

**Project Title: Security Guard Services**

A Pre-proposal Conference will be held on April 26, 2011 at 9:00 a.m. local time at:

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

**Please e-mail this form to the Procurement Officer:**

By 12 p.m. on April 21, 2011 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 E- PRICE PROPOSAL**

Security Guard Services K11-0081-25Y

**Year 1**

	Estimated Labor Hours*	Hourly Rate**	Total Labor Price
Shift 1 - 6:00 am - 2:00 pm	4,000	\$0.00	\$0.00
Shift 2 - 2:00 pm - 10:00 pm	4,000	\$0.00	\$0.00
Total Price - Year 1			\$0.00

**Option Year 1**

	Estimated Labor Hours*	Hourly Rate**	Total Labor Price
Shift 1 - 6:00 am - 2:00 pm	4,000	\$0.00	\$0.00
Shift 2 - 2:00 pm - 10:00 pm	4,000	\$0.00	\$0.00

## ATTACHMENT F—STANDARD OPERATING PROCEDURES

### I. Purpose

The purpose of the Security Team Operating Procedures is to ensure that Judiciary employees and visitors within the Courts of Appeal Building are afforded a safe and secure environment in which to conduct court-related business. The Security Team is primarily responsible for access control, building security, and emergency response on the grounds of and within the Courts of Appeal Building.

This plan has been prepared to ensure that all members of the Security Team have a basis for their actions and to help Judiciary employees and visitors understand the scope of the Security Team's operations. All members of the Security Team are expected to be familiar and in compliance with the Security Team Operating Procedures at all times. While access control and emergency response are the primary focus of the Security Team, overall security and safety of Judiciary employees and visitors are paramount.

Any security related questions or issues should be directed toward the AOC Security Supervisor:

**Jessica Pitts, Director of Emergency Preparedness and Court Security  
Ext. 3515**

**ANY IMMEDIATE EMERGENCY SITUATIONS REQUIRING LAW ENFORCEMENT OR MEDICAL/FIRE RESPONSE SHOULD BE REPORTED THROUGH 911 AND SUBSEQUENTLY REPORTED TO THE SECURITY TEAM.**

Police: 911

### II. Procedures

#### a. Appearance and Bearing

All Security Team members will maintain professional appearance and bearing. Security Team members shall have state issued identification displayed on their person at all times and shall be readily identified by their Security uniform.

#### b. Scheduling

Security Team scheduling is on a monthly basis with the following monthly schedule prepared no later than the 23<sup>rd</sup> of the current month.

#### c. Hours

The hours of operation for Judiciary employees are generally between 6:00 AM and 10:00 PM Monday through Friday; however, employees may on occasion come in

earlier or stay later or come in on weekends. The shift hours for the Security Team are:

6:00 AM to 2:00 PM

2:00 PM to 10:00 PM

d. Posts

The AOC Annex has one Guard post. At each post, Security Team members are to operate the CCTV camera equipment, monitor access card readers, and use X-ray and mail screening equipment. In addition to manning posts, Security Team members will physically inspect all areas of the building, to include the outside four times per shift during regular business hours. Security Team members are to rotate responsibilities regularly.

e. Building Security

All mail and delivery packages shall be passed through the X-ray machines. Open boxes where the content may be easily identified must also go through the X-ray machine. Suspicious objects inside packages, purses, and briefcases may require further inspection and/or law enforcement assistance.

Only weapons worn by uniformed on-duty police officers are allowed in Judiciary buildings. All other weapons are prohibited. Any illegal weapons or substances discovered by Security Team members shall be immediately reported to the Police.

Security Team members are to periodically inspect, or patrol, the buildings and grounds of the buildings. This patrol is to consist of a walkthrough of all floors, ensuring that all stairwells are clear and that all emergency exit doors are closed, the grounds outside the buildings are clear, and that the parking areas are clear. These periodic checks are to be conducted no less than four (4) times per shift per Guard.

At closing the Security Team member shall ensure that all exterior and restricted access doors are secured.

Upon request by a Judiciary employee, a member of the Security Team will provide security escort to the employee's vehicle.

f. Equipment

Team members shall ensure that the X-ray machines are operating properly each day. Weekly sensitivity tests of the X-ray machines shall be conducted and adjustments made as necessary.

g. Evacuations

General evacuations procedures: take all alarms seriously and encourage all building occupants to evacuate when building alarms sound.

The responsibilities of the building security guard during an evacuation are to assist others in evacuating the building and sweep each floor for people who may need assistance. The guard who is acting in the roving position will check floors 2, 3 and 4 for individuals who may need assistance. One of the two guards at the front door will check the library and other first floor areas. One of the two guards at the basement door will check the mail room, judges' hallway and other areas for individuals. Assist disabled individuals to the designated Areas of Rescue Assistance (the atrium areas near the elevators on each floor) and note the number and location of individuals at each designated Area of Rescue Assistance and report this information to the first responders and DGS Police immediately.

Upon the arrival of police and/or first responders, all building security guards will exit the building and meet at the designated assembly area and await further instructions. The supervising guard or lead guard shall maintain contact with the first responders and coordinate guard reentry prior to the opening of the building for building staff.

#### h. Incident Report Log

In the event of an incident, the responding member of the Security Team will complete an incident report that clearly specifies the date, time and location of the incident, the Security Team member's name, and a clear and concise narrative of the incident that describes the following:

- When—the time and date when the incident occurred, when it was discovered, when it was reported to the Security Team member, and when it was reported to supervisory personnel and/or outside law enforcement;
- What—describe the complete incident in as much detail as is available and necessary to give a complete picture of what occurred;
- Who—identify the name of the person(s) whose identities are necessary to complete the narrative in the incident report, include any documentation, pictures or drawings, if applicable;
- Where—clearly specify the location where the incident occurred (e.g., a certain building, an area/ room within a building);
- Why—if the basis/ rational of the incident is known or suspected, it should be reported; and
- How—report the manner/ method by which an incident actually or probably was committed or was discovered in sufficient detail to assist authorities in developing reports or effecting preventive measures;
- Plan of Action—indicate if other staff assistance is needed.



Provide a copy of the Incident Report to the AOC Security Supervisor. If applicable, a copy of the Incident Report will be provided to the responding law enforcement agency by the AOC Security Supervisor.

i. Bomb Threat

- If possible, get a co-worker to listen with you.
- Remain calm and courteous.
- Keep the caller on the line as long as possible.
- Attempt to record every word spoken by the caller, paying extra attention to background noises, the caller's tone of voice, and the caller's speech pattern.
- Ask caller the following questions and write down their responses: (see Appendix L in Office Standard Operating Procedures for Bomb Threat Checklist)
  - WHO are you and who placed the bomb?
  - WHAT kind of bomb is it and what does it look like?
  - WHEN will the bomb explode?
  - WHERE is the bomb?
- Ask the caller to repeat his or her message.
- Immediately notify your supervisor and CALL 911.
- Wait for Evacuation Instructions

j. Hazardous Materials Incident

IF YOU SMELL A SUSPICIOUS ODOR - outside of the building

- Stay inside and shelter-in-place until an assessment of the situation is conducted. In these instances, it is likely to be safer to remain inside than to evacuate because of the increased exposure to the potentially toxic environment outside.

IF YOU SMELL A SUSPICIOUS ODOR - inside of the building

- If the odor is strong, offensive, irritating or causing acute illness, call security and evacuate the area immediately as per the facility evacuation plan.

IF YOU HAVE BEEN CHEMICALLY EXPOSED TO A DANGEROUS LIQUID

- Call 911.
- Notify staff supervisor and ensure that no one else comes into contact with the chemical.
- Remove contaminated clothing and place it in a sealed bag.
- Wash affected area with warm water for 15 minutes.
- Call poison control at the Maryland Poison Center at 1-800-222-1222 for immediate advice.

k. Shelter-in-Place

In certain emergency situations, it may be safer to shelter-in-place within the building instead of evacuating. Shelter-in-place means selecting a small, interior room, with few or no windows, and taking refuge there. If you are told to shelter-in-place and you have not received prior instructions, follow the instructions provided below:

#### HOW TO SHELTER-IN-PLACE AT WORK:

- If possible, gather essential disaster supplies, such as nonperishable food, bottled water, battery-powered radios, first aid supplies, flashlights, batteries, and plastic garbage bags.
- Close the office, bring everyone into the room(s), and shut and lock door(s) and windows.
- If there are customers, clients, or visitors in the building, provide for their safety by asking them to stay – not leave.
- Unless there is an imminent threat, ask employees, customers, clients, and visitors to call their emergency contact to let them know where they are and that they are safe.
- If you are told there is danger of explosion, close the window shades, blinds, or curtains.
- Select interior room(s) above the ground floor, with the fewest windows or vents.
- The room(s) should have adequate space for everyone to sit. Avoid overcrowding by selecting several rooms, if necessary.
- Avoid selecting a room with mechanical equipment like ventilation blowers or pipes, because this equipment may not be able to be sealed from the outdoors.
- It is ideal to have a hard-wired telephone in the room(s) you select, because cellular telephone equipment may be overwhelmed or damaged during an emergency.
- Call emergency contacts and have the phone available if you need to report a life-threatening condition.
- If the office has voice mail or an automated attendant, change the recording to indicate that the office is closed, and that staff and visitors are remaining in the building until authorities advise that it is safe to leave.
- Write down the names of everyone in the room and note their affiliation with your office (i.e. employee, visitor, client, customer, etc.); call your office supervisor with this information.
- Keep listening to the radio or television, if available, until you are told that all is safe or that you should evacuate.

#### 1. Suspicious Mail:

When identifying suspicious mail, look for:

- Poorly typed or hand-written address, no return address
- Stains, discolorations, or strange odor
- Excessive tape, string, or postage

If you receive suspicious mail:

- Do not panic. Do not disturb the package further.
- Block off the immediate work area, but do not leave your workplace.
- Call 911.
- If possible, wash your hands. Do not touch nose, eyes or mouth before washing.
- Wait for help; do not leave your area.

### III. Training

All members of the Security Team are to maintain current certification in performance of first aid, CPR and AED. .