



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

REQUEST FOR PROPOSALS NO. K12-0052-40

FOR

**34 USED WORKSTATION FOR HOWARD COUNTY DISTRICT COURT
11USED WORKSTATION FOR BALTIMORE COUNTY DISTRICT COURT**

ISSUED:

January 26, 2012

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

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

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

**THE JUDICIARY
NOTICE TO OFFERORS/CONTRACTORS**

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

Title:

Project No:

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.
- Insurance requirements are restrictive. (Explain in REMARKS section.)
- Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- Prior Judiciary Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.

Other: _____

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

REMARKS:

Offeror Name: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

THE JUDICIARY

Request For Proposals No. K12-0052-40
34Used Workstations, District Court for Howard County
11Used Workstation Shillman Building in Baltimore City

RFP Issue Date: January 26, 2012

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

Pre-Proposal Conference/site visit: **February 2, 2012 at 10 a.m.**
The District Court of Maryland
3451 Courthouse Drive
Ellicott City, Maryland 21043

Closing Date and Time: **February 23, 2012 at 2 p.m.**

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The District Court of Maryland is seeking proposals for 34-Used Workstations for Howard County District Court and 11-Used Workstations for Baltimore City District Court. Offerors may propose to one or both locations; the Judiciary reserves the right to make a total of up to two awards.

The Contractor is responsible for providing layouts/designs that will maximize the number of workstations and provide best use of the space.

The workstations will be used in the Administrative Clerk's Office and Judicial Chambers in the Howard County District Court and in the new Case Files Unit in the Shillman Building in Baltimore City, a professional office environment, and must be in excellent condition. The District Court reserves the right, at its sole discretion, to accept or reject any proposed workstations and/or layout and design that it determines to be satisfactory or conversely unacceptable. Reasons for acceptability/unacceptability may include, but need not be limited to, style, size, color, appearance or condition of proposed workstations and/or components, configuration of proposed workstations, electrical/telephone/data configuration or proposed layout/design.

1.2 Abbreviations and Definitions

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

- a. Contract – The Contract attached to this RFP as Attachment A
- b. Contractor– The selected Offeror
- c. Local Time – Time in the Eastern Time Zone
- d. MBE – Minority Business Enterprise
- e. Offeror – An entity that submits a proposal in response to this RFP.
- f. Procurement Officer – The Judiciary representative responsible for this RFP, for the determination of contract scope issues, and the only Judiciary representative who can authorize changes to the contract. The Procurement Officer for this RFP is Lisa Peters.
- g. RFP – Request for Proposals for used Workstations # K12-0052-40 dated January 26, 2012 including any and all amendments.
- h. Contract Manager– The Judiciary representative that serves as the manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides guidance to the Contractor.
- i. The Judiciary business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days which the AOC has been closed by order of the Chief Judge).

1.3 Contract Type

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

1.4 Contract Duration

Once awarded, the Contract shall remain in force until June 30, 2012. District Court of Maryland reserves the right, at its sole discretion, to purchase additional workstations and/or components (as specified in this solicitation) at the unit bid prices until June 30, 2012.

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
2003 C Commerce Park Drive
Annapolis, MD 21401

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

1.6 Contract Manager

Joseph White
Facilities Administrator
District of Maryland

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

1.7 Pre-Proposal Conference

A pre-proposal conference/site visit will be held on:

February 2, 2012 at 10:00 AM at:

The District Court of Maryland
3451 Courthouse Drive
Ellicott City, Maryland 21043

All interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

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

In order to assist with accommodations at the pre-proposal conference/site visit, please e-mail the Pre-Proposal Conference Response Form (Attachment E) to the attention of Ms. Lisa Peters to Lisa.Peters@mdcourts.gov or fax to (410) 260-2520, no later than 1:00 PM on January 31, 2012, 2011.

1.8 Questions

- 1.8.1 Questions may be submitted to the Procurement Officer by e-mail.
- 1.8.2 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 eMaryland Marketplace and the Maryland Judiciary website (www.mdcourts.gov).

1.9 Proposal Due (Closing) Date

An original and 3 copies of each proposal (technical and financial) must be received by the Procurement Officer, no later than 2 p.m. (local time) on February 23, 2012 in order to be considered. Technical and Financial must be in separate envelopes. Proposals shall be marked **RFP No. K12-0052-40A 34- Used Workstations RFP No.11- K12-0052-40B 11-Used Workstation**.

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

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

1.10 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for the later of: (1) 90 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested, or (2) the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.11 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted will be posted on eMaryland Marketplace and the Maryland Judiciary website (www.mdcourts.gov). Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

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

1.12 Cancellations

The Judiciary reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to

conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the Judiciary. The Judiciary also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.13 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.

1.14 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.

1.15 Protests/Disputes

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

1.16 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

1.17 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.

1.18 Offeror Responsibilities

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

1.19 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract 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.

1.20 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.

1.21 Contract Affidavit

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

1.22 Minority Business Enterprises

A MBE subcontractor participation goal of 0% has been established for this solicitation.

1.23 Arrearages

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

1.24 Procurement Method

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

1.25 Verification of Registration and Tax Payment

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. 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.

1.26 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. 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 General

Contractor shall provide all labor, equipment, parts, expertise and supervision to design/layout, furnish, deliver and install USED workstations, components and related items to the following locations:

District Court of Maryland
3451 Courthouse Drive,
Ellicott City, Maryland 21043 and

Shillman Building
500 N. Calvert Street
Baltimore, MD 21201

District Court reserves the right to inspect any proposed workstations and components. Upon request, Respondent shall allow representatives from the District Court to inspect the proposed workstations. Representatives from the District Court will travel (drive) a reasonable distance to inspect proposed workstations if deemed necessary by the District Court at its sole discretion.

AOC reserves the right to increase or decrease the quantities of workstations/related items and labor units as required. Quantities are approximate and the prices for workstations, furniture, labor, all commodity and services and other unit prices bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.

Additionally, Offeror shall list unit prices, as directed on the Price Sheet, for workstation component parts in the event quantities need to be adjusted up or down.

2.2 Contractors Responsibilities

2.2.1 Statement of Work

Contractor shall provide layout/design services, submit layouts showing “best” proposed design/locations of workstations, and furnish and install used workstations and related items accordingly.

Proposed layout/design must be submitted with Contractor’s proposal . Layout/design shall make most efficient use of available space and allow each supervisor visual and physical access to their respective work units. Layout/design shall indicate where workstations will terminate to telephone/data/electrical service (wall terminations only). All furniture layouts must be in accordance with all building, life, fire, safety, proper ingress/egress codes and all other applicable regulations and must be ADA compliant. The District Court reserves the right, to change any suggested layout or provide its own plans. All plans, drawings, layouts, etc. provided under this Contract shall become the exclusive property of the District Court of Maryland.

Contractor shall submit written descriptions of all proposed workstations and components with their proposal. Manufacturer, model information, materials, color(s), finish and photographs must be included in the Offeror’s proposal. Proposed workstations must be available in conservative colors and finishes appropriate for a professional setting.

Contractor is responsible for maintaining daily contact with the District Court of Maryland Project Manager during installation. Electrical/telephone/data wiring shall be provided under separate contract and is not the responsibility of the Contractor.

Delivery and installation of all workstations must be complete by March 31, 2012. All delivery and installation shall be performed during regular business hours. The installation schedule must be approved at least 30 days in advance by District Court's Facilities Administrator, Joseph White, 410.878.8961, or designee.

Contractor is responsible for removing all packaging/delivery materials from the site. There are no dumpsters on site available for the Contractor's use.

Contractor is responsible for repair cost of any damage to the building caused by the Contractor during the execution of all contract-related work.

2.2.2 Furniture Specifications for 34 Used Workstations, Howard County District Court:

Contractor shall layout, design, furnish, deliver and install the following workstations:

Civil and Criminal/Traffic – 22 staff workstations and 2 supervisor workstations
Courtroom Clerks – 6 workstations and 1 supervisor workstation
Judicial Chambers – 3 stand-alone workstations
Staff Workstations (22 each for Civil and Criminal Traffic, 6 each for Courtroom Clerks)

A. Staff Workstations

- High Pressure Laminate or metal workstations, multiple workstations or cluster units.
- All work surfaces MUST be High Pressure Laminate with bull nose or other rounded/finished edges.
- Each workstation must include an Electric/Telephone/Data Panel with four (4) Electrical outlets and four (4) Data jacks. Two of the electrical outlets must be dedicated circuits. (Panels shall be wired under separate contract). Electric/Telephone/Data shall be terminated from the walls (no power poles).
- Each unit to have a box/box/file and printer shelf. Each space must accommodate PC, printer, typewriter and work surface.
- All box/box/files, file/files and drawers must be available with locks, as an optional feature, which can be keyed differently.
- Each unit must have ergonomic, adjustable keyboard tray.
- Six (6) workstations, as designated, shall be equipped with standard High Pressure Laminate checkwriter counters.
- Contractor must maximize work surface area while ensuring layout meets fire safety code.

B. Supervisor Workstations

- High Pressure Laminate or metal workstations.

- All work surfaces MUST be High Pressure Laminate with bull nose or other rounded/finished edges. • Each workstation must include an Electric/Telephone/Data Panel with four (4) Electrical outlets and four (4) Data jacks. Two of the electrical outlets must be dedicated circuits. (Panels shall be wired under separate contract). Electric/Telephone/Data shall be terminated from the walls (no power poles).
- Units to have task lights and overhead storage for books / manuals.
- Units must be no more than three quarters (¾) height panels so if hard-wired, they are accessible (for easy access to the wall).
- Each unit to have a box/box/file or file/file, printer shelf and overhead bookcase (in the center) with drop down. Also, units must have a “Multi-Purpose” pedestal option (in lieu of the box/box/file or file/file). The “Multi-Purpose” pedestal configuration shall have a box/box/file/lateral file. Each space must accommodate PC, printer, typewriter and work surface.
- Workstation shall include a conferencing table/bullet or similar configuration.
- Each unit must have ergonomic, adjustable keyboard tray.
- Drawer handles are to have turned down edges and be flat back in color.
- Each workstation must include a Telephone/Data Panel that four (4) Electrical outlets and four (4) Data jacks. Two of the electrical outlets must be dedicated circuits. (Panels to be wired under separate contract).
-
- Workstations shall be enclosed with walls/panels, approximately 60” high, and shall contain Plexiglas windows. Windows shall be 32”H x 42”W.
- Individual workstations with walls shall be configured, estimated and priced with three walls/panels per unit.
- Workstations shall be designed and located to allow supervisors visual and physical access to their respective work units.
Contractor must maximize work surface area while ensuring layout meets fire safety code.

C. Stand-Alone Workstations for Judicial Chambers (Quantity of 3)

C1. Workstation No. 1 – Law Clerk

Stand-alone workstation with the same specifications as the “Staff Workstations” listed above.

C2. Workstation No. 2 – Administrative Assistant for the Administrative Clerk

Stand-alone workstation with the same specifications as the “Staff Workstations” listed above plus the following additional option.

- Box/box/file or file/file, printer shelf and overhead bookcase (in the center) with drop down. Also, unit must have a “Multi-Purpose” pedestal option (in lieu of the box/box/file or file/file). The “Multi-Purpose” pedestal configuration shall have a box/box/file/lateral file. Space must accommodate PC, printer, typewriter and work surface.

C3. Workstation No. 3 - Administrative Assistant for the Judge

Stand-alone workstation with the same specifications as the “Staff Workstations” listed above plus the following additional options.

- Box/box/file or file/file, printer shelf and overhead bookcase (in the center) with drop down. Also, unit must have a “Multi-Purpose” pedestal option (in lieu of the box/box/file or file/file). The “Multi-Purpose” pedestal configuration shall have a box/box/file/lateral file. Space must accommodate PC, printer, typewriter and work surface.
- Task lights and overhead storage for books / manuals.

2.2.3 Furniture Specifications for 11 Used Workstations, The Shillman Building in Baltimore City:

Contractor shall layout, design, furnish, deliver and install the following workstations:

11 each Workstations for the New Case Files Unit

D. New Case Files Unit Workstations

- High Pressure Laminate or metal workstations, multiple workstations or cluster units.
- All work surfaces MUST be High Pressure Laminate with bull nose or other rounded/finished edges. If applicable, Contractor shall quote prices for all standard laminate colors/ fabric materials. Color and finish choices will be made after award.
- Each workstation must include an Electric/Telephone/Data Panel with four (4) Electrical outlets and four (4) Data jacks. Two of the electrical outlets must be dedicated circuits. (Panels shall be wired under separate contract). Electric/Telephone/Data shall be terminated from the walls (no power poles).
- Each unit to have a box/box/file and printer shelf. Each space must accommodate PC, printer, typewriter and work surface.
- All box/box/files, file/files and drawers must be available with locks, as an optional feature, which can be keyed differently.
- Each unit must have ergonomic, adjustable keyboard tray.
- A standard High Pressure Laminate checkwriter counter must be available as an option for designated workstations.
- Units to maximize allowable space and create an efficient work area while fitting into allotted area.
- Workstations must maximize work surface.
- Deliver and install on site.
- Contractor to guarantee maximum work surface area while ensuring layout meets fire safety code.
- Layout to be provided in advance.
- Installation: Contractor shall schedule installation at least 10 days in advance.
- Bids to be reviewed based on proposed workstations, components and best layout area.
- Guaranteed delivery and installation must be before February 15, 2012.

E. Final Design

Contractor shall meet with the Departments specified in this solicitation and the District Court's Assistant Chief Clerk of Engineering and Central Services to submit finalized layout and equipment list for the District Court's Assistant Chief Clerk of Engineering and Central Services review and final approval (after award of Contract).

Contractor shall also meet with the District Court's Assistant Chief Clerk of Engineering and Central Services in Annapolis, Maryland to work on final design and equipment list at the District Court's request.

F. Punch List/ Completion Requirements

Contractor shall conduct a punch list walk through with the project manager prior to payment of invoice. All punch list items must be completed to the District Court of Maryland's complete satisfaction within 20 working days.

G. Contractor's Qualifications

Contractor shall have at least three (3) years of experience in installation design, layout and installation of workstations.

H. Delivery/Installation

Complete final delivery and installation shall be accomplished no later March 31, 2012.
INSIDE DELIVERY AND INSTALLATION IS REQUIRED to the following locations:

District Court of Maryland
3451 Courthouse Drive
Ellicott City, MD 21043-4377

All installation work for Ellicott City shall occur during evening or weekend hours. The installation plan and times must be approved, in advance, by the District Court's Project Manager.

District Court of Maryland
Shillman Building
500 N. Calvert Street
Baltimore, MD 21201

All installation work for the Shillman Building shall occur during regular business hours. The installation plan and times must be approved, in advance, by the District Court's Project Manager.

The office must remain fully operational during the installation process. Therefore if necessary, Contractor must install workstations in stages with the approval of the District Court's Project Manager. Work areas must be restored to allow full operation of the office(s) after any/all installation work.

I. Warranty

Proposed workstations and components shall be warranted against defects and faulty workmanship for a period of three years. Warranty for labor for repairs of defects and faulty workmanship shall be in effect for a period of one year.

2.3 Maryland Judiciary Responsibilities

The District Court will provide the following: access to facilities, all information needed to deliver and install the furniture and related equipment, review and approval of layouts/designs and equipment lists and assistance in identifying punch list items.

2.4 Invoicing

2.4.1 All invoices shall be submitted within 30 calendar days after the completion and acceptance by the Judiciary 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.

2.5 Insurance

2.5.1 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 and 3.4.10 of the RFP.

2.5.2 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.

2.5.3 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.

2.5.4 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.

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

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

- 3.1 Offerors must submit proposals in two separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

3.2 Proposals

- 3.2.1 Technical Proposal, must be sealed separately from Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP).

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.

3.4 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, three paper copies. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. . In addition to the instructions below, the Offeror’s technical proposals shall be organized 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.
- 3.4.4 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled “Executive Summary.” The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to the Judiciary’s terms and conditions, the Executive Summary should so state.
- 3.4.5 Offeror Technical Response to RFP Requirements:
- 3.4.5.1 General. The Offeror shall address each RFP requirement in the Technical Proposal and describe how its proposed service 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. The Offeror shall submit a layout.

3.4.5.2 Offeror must include the following information. Condition and appearance of proposed workstation, Manufacturer- include description of proposed workstations, description of workstation and component materials and photographs.

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

3.4.6.1 An overview of the Offeror's experience providing the goods and/or services, as applicable, to that included in this RFP. This description shall include:

Evidence of at least three (3) years of experience in installation design, layout and installation of workstations..

- Name of Client Organization
- Name, title, and telephone number of Point-of-Contact for client organization
- The services provided, scope of the contract, 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 1.18:

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

- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal)
- Certified true copies of any and all of the policies of insurance to AOC. By submitting a proposal in response to this solicitation, the offeror warrants that it is able to provide evidence of insurance required by RFP Section 2.5.

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, three bound copies, and one electronic copy of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment D. Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. 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 may 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:

Quality/condition of proposed Workstations- Offeror must include the following information. Condition and appearance of proposed workstation, Manufacturer- include description of proposed workstations, description of workstation and component materials and photographs.

Proposed layout/design

Offeror experience in commercial office design/installation projects.

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 D – 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 level of review shall be an evaluation for technical merit by the selection committee. After this review, site visits and discussions may be held with all Offerors who are deemed reasonably susceptible of award. The purpose of such discussions shall be to assure a full understanding of the Judiciary's requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the Judiciary.
- 4.4.2.2 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4.4.2.3 The financial proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- 4.4.2.4 When in the best interest of the Judiciary, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- 4.4.2.5 Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer shall recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the Judiciary considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical shall be given greater weight than price factors.

ATTACHMENTS

Attachment A	Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Price Proposal
Attachment E	Price Proposal
Attachment F	Pre-Proposal Conference/Site Visit Form

ATTACHMENT A - CONTRACT

Contract number: K12-0041-25I

MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS Collaborative Law Training

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 Used Workstations to the District Court of Maryland (hereinafter "Services") 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 January, 2012 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

Once awarded, the Contract shall remain in force until June 30, 2012. District Court of Maryland reserves the right, at its sole discretion, to purchase additional workstations and/or components (as specified in this solicitation) at the unit bid prices until June 30, 2012.

3. Consideration and Payment

- 3.1 In consideration of the satisfactory performance of the services, 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 Used Workstations 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 Used Workstations shall be made no later than thirty days after the acceptance of goods and services and receipt of a proper invoice from the Contractor. Charges for late payment of invoices are prohibited.
- 3.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with this Contract. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. Final payment shall not be construed as a waiver or termination of any rights and remedies available to AOC for any failure of Contractor to perform the Contract in a satisfactory and timely manner.

4. Warranties

The Contractor hereby represents and warrants that:

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

5. Non-hiring of Employees

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

6. Non-employment of Contractor's employees

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

7. Disputes

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

8. Maryland Law

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

9. Amendments

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

10. Non-discrimination in Employment

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

11. Contingent Fee Prohibition

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

12. Non-availability of Funding

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

13. Termination for Cause

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

caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination, and the AOC can affirmatively collect damages.

14. Termination for Convenience

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

15. Delays and Extensions of Time

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

16. Suspension of Work

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

17. Pre-existing Regulations

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

18. Financial Disclosure

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

19. Political Contribution Disclosure.

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

20. Right to Audit

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

21. Cost and Price Certification

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

22. Subcontracting and Assignment

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

23. Indemnification

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

- 23.5 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.
- 23.6 The Contractor shall immediately notify the Procurement Officer of any claim, suit or action made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor’s obligations under the Contract, and shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.

24. Public Information Act Notice

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

25. Conflict of Interest

- 25.1 "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State or the AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.
- 25.2 "Person" includes a contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- 25.3 The Contractor warrants that, except as disclosed in § D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- 25.4 The following facts or circumstances give rise or could in the future give rise to a conflict of interest (Contractor: explain details-attach additional sheets if necessary; **if none, so state**):

- 25.5 The Contractor agrees that if an actual or potential conflict of interest arises after

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

26. Notices

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

State: specify

Contractor: specify

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I FURTHER AFFIRM THAT:

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

H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

I. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not

paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

J. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____
(Authorized Representative and Affiant)

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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– PRICE PROPOSAL

DISTRICT COURT IN HOWARD COUNTY

PRICE SHEET
SOLICITATION NO. K12-0052-40A

	<u>Unit Price</u>	<u>Extended Price</u>
28 each Workstations as specified	\$ _____	\$ _____
3 each Supervisor’s workstations as specified	\$ _____	\$ _____
1 each Stand-alone workstation No. 1 as specified	\$ _____	\$ _____
1 each Stand-alone workstation No. 2 as specified	\$ _____	\$ _____
1 each Stand-alone workstation No. 3 as specified	\$ _____	\$ _____
 Total Price		 \$ _____

Name

FEIN

Address

Date

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

ATTACHMENT E- PRICE PROPOSAL

SHILLMAN BUILDING IN BALTIMORE CITY

PRICE SHEET
SOLICITATION NO. K12-0052-40B

	Unit Price	Extended Price
11 each Workstations as specified	\$_____	\$_____
Total Bid Price		\$_____

Name

FEIN

Address

Date

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

ATTACHMENT F- Pre-Proposal Conference/Site Visit Response Form

RFP No. K12-0052-40

Project Title: **34- Used Workstations**

A pre-proposal conference/site visit will be held on:

The meeting will begin promptly at 10:00 AM local time on February 2, 2012 at:

The District Court of Maryland

3451 Courthouse Drive

Ellicott City, Maryland 21043

34-Used Workstations

Please mail, email, fax or return this form in person by 1:00 PM on January 31, 2012 advising whether or not you plan to attend this Pre-proposal conference/site visit.

Email or fax this form to:

Lisa Peters

E-mail: Lisa.Peters@mdcourts.gov

Fax: 410-260-2520

Please indicate:

_____ Yes, the following representatives will be in attendance:

1.

2.

_____ No, although we plan to propose to the USED WORKSTATIONS, we will not be in attendance.

_____ No, we will not be attending.

Company/Firm/Offeror Name

Contract Name & Telephone