



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

**REQUEST FOR PROPOSALS
K12-0074-25**

FOR

DESIGN AND BUILD OF AOC OFFICE SPACE

ISSUED: APRIL 27, 2012

WARNING: A prospective offeror who has received this document from a source other than the Issuing Office should immediately contact the Procurement Officer. Amendments to the Request for Proposals or other communications shall be posted on the Maryland Judiciary's website and eMarketplace.

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

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

THE JUDICIARY
NOTICE TO OFFERORS/CONTRACTORS

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

Title: Design and Build of AOC Office Space

Project No: K12-0074-25

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

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

DESIGN and BUILD of AOC Office Space

PROJECT NUMBER K12-0074-25

RFP Issue Date: April 27, 2012

RFP Issuing Office: Procurement and Contract Administration

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

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

Pre-Proposal Conference: Tuesday, May 15, 2012 at 9:30 a.m.

Closing Date and Time: Wednesday, June 6, 2012, 12:00 noon

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

TABLE OF CONTENTS

SECTION 1 - GENERAL INFORMATION	6
1.1 SUMMARY STATEMENT	6
1.2 ABBREVIATIONS AND DEFINITIONS	6
1.3 CONTRACT TYPE	6
1.4 CONTRACT DURATION	6
1.5 PROCUREMENT OFFICER	6
1.6 CONTRACT MANAGER.....	7
1.7 PRE-PROPOSAL CONFERENCE.....	7
1.8 QUESTIONS.....	7
1.9 PROPOSAL DUE (CLOSING) DATE.....	7
1.10 DURATION OF OFFER.....	8
1.11 REVISIONS TO THE RFP	8
1.12 CANCELLATIONS	8
1.13 ORAL PRESENTATIONS/DISCUSSIONS	8
1.14 INCURRED EXPENSES	9
1.15 ECONOMY OF PREPARATION	9
1.16 PROTESTS/DISPUTES	9
1.17 MULTIPLE OR ALTERNATE PROPOSALS	9
1.18 ACCESS TO PUBLIC INFORMATION ACT NOTICE.....	9
1.19 OFFEROR RESPONSIBILITIES	9
1.20 MANDATORY CONTRACTUAL TERMS.....	9
1.21 PROPOSAL AFFIDAVIT	10
1.22 CONTRACT AFFIDAVIT	10
1.23 MINORITY BUSINESS ENTERPRISES	10
1.24 ARREARAGES	10
1.25 PROCUREMENT METHOD.....	10
1.26 VERIFICATION OF REGISTRATION AND TAX PAYMENT.....	10
1.27 PAYMENTS BY ELECTRONIC FUNDS TRANSFER.....	10
SECTION 2 – MINIMUM QUALIFICATIONS	11
2.1 REQUIREMENTS.....	11
SECTION 3 – STATEMENT OF WORK	12
3.1 PURPOSE & SUMMARY	12
3.2 GENERAL.....	12
3.3 CONTRACTOR’S RESPONSIBILITY	13
3.4 AOC RESPONSIBILITIES	18
3.5 ACCEPTANCE.....	18
3.6 WARRANTY.....	18
3.7 INVOICING.....	19
3.8 INSURANCE	19
SECTION 4 – PROPOSAL FORMAT	22
4.1 TWO PART SUBMISSION	22
4.2 PROPOSALS	22
4.3 SUBMISSION	22
4.4 VOLUME I – TECHNICAL PROPOSAL	22
4.5 VOLUME II - FINANCIAL PROPOSAL	24
4.6 PROPOSAL SECURITY	25
4.7 PERFORMANCE BOND	25
4.8 PAYMENT BOND	26
SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE	27
5.1 EVALUATION CRITERIA	27
5.2 TECHNICAL CRITERIA	27
5.3 FINANCIAL CRITERIA	27

5.4	SELECTION PROCESS AND PROCEDURES.....	27
ATTACHMENTS.....		29
	ATTACHMENT A - CONTRACT.....	30
	ATTACHMENT B – BID PROPOSAL AFFIDAVIT	39
	BID PROPOSAL AFFIDAVIT (AUTHORIZED REPRESENTATIVE AND AFFIANT) ERROR! BOOKMARK NOT DEFINED.	
	ATTACHMENT C – CONTRACT AFFIDAVIT.....	45
	ATTACHMENT D – PRICE PROPOSAL FORM	47
	ATTACHMENT E – CONSTRUCTION BUILDING RULES AND REGULATIONS	48
	ATTACHMENT F – CONTRACTOR GUIDELINES	49
	ATTACHMENT G – MBE EEO - 3.....	49
	ATTACHMENT H – MBE EEO - 4.....	51

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The Administrative Office of the Courts is issuing this Request for Proposals to design and build existing warehouse space into office space.

1.2 Abbreviations and Definitions

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

- a. Contract – The Contract attached to this RFP as Attachment A
- b. Contractor – The selected Offeror
- c. Local Time – Time in the Eastern Time Zone
- d. MBE – Minority Business Enterprise
- e. Offeror – An entity that submits a proposal in response to this RFP
- f. Procurement Officer – The only Judiciary representative responsible for this RFP, for the determination of contract scope issues, for authorizing changes to the contract.
- g. RFP – Request for Proposals for Design and Build of AOC Office Space dated April 27, 2012 including any and all amendments.
- h. Contract Manager – The Judiciary representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
- i. The AOC business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days on which the AOC has been closed by order of the Chief Judge).

1.3 Contract Type

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

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period TBD.

1.5 Procurement Officer

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

Kelly Moore, Procurement Specialist
Maryland Judiciary Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401
410-260-1583 Office
410-260-1749 Fax
kelly.moore@mdcourts.gov

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

1.6 Contract Manager

Rocky McKagan, Director, Administrative Services

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

1.7 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on Tuesday, May 15, 2012 beginning at 9:30 a.m. at 2003 A/B 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.

1.8 Questions

- 1.8.1 The Procurement Officer, shall accept written questions from prospective Offerors. Questions may be submitted to the Procurement Officer by mail, facsimile, or preferably, e-mail.
- 1.8.2 The Procurement Officer shall, attempt to communicate an answer and 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, shall be posted to the Maryland Judiciary's website and eMaryland Marketplace.

1.9 Proposal Due (Closing) Date

An original and four copies of each proposal (technical and financial) must be received by the Procurement Officer, no later than 12:00 noon on June 6, 2012 in order to be considered. An electronic version (CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal in MS Word or Excel format must be enclosed with the original Financial Proposal. All diskettes or CDs must be labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

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

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

1.10 Duration of Offer

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

1.11 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted to the Maryland Judiciary's website and eMaryland Marketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal. Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.12 Cancellations

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 Oral Presentations/Discussions

1.13.1 Offerors may 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.

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

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

1.14 Incurred Expenses

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

1.15 Economy of Preparation

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

1.16 Protests/Disputes

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

1.17 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

1.18 Access to Public Information Act Notice

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

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. 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.

1.19 Offeror Responsibilities

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

1.20 Mandatory Contractual Terms

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

1.21 Proposal Affidavit

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

1.22 Contract Affidavit

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

1.23 Minority Business Enterprises

A MBE subcontractor participation goal of 20 % has been established for this solicitation.

1.24 Arrearages

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

1.25 Procurement Method

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

1.26 Verification of Registration and Tax Payment

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

1.27 Payments by Electronic Funds Transfer

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

SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Requirements

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

Offeror must be a commercial contractor licensed and bonded in the State of Maryland, A/E must also be licensed and bonded in the State of Maryland.

The principal of the organization must have 10 years of experience designing and constructing commercial interiors and base building alterations of 5,000 or more square feet.

The organization must have 3 years of experience constructing commercial interiors and base building alterations of 5,000 or more square feet.

SECTION 3 – STATEMENT OF WORK

3.1 Purpose & Summary

The Administrative Office of the Courts (AOC) provides administrative services for the Judicial Branch of Government. It oversees and implements court policies established by the Chief Judge, Court of Appeals and the General Assembly. The AOC is seeking proposals for the design and build-out of space at a leased property, 2003 A/B Commerce Park Drive, Annapolis, Maryland, 21401. The AOC seeks to renovate two units of approximately 7,700 square feet. Design and renovations include: 3 offices and 4 restrooms; warehouse space to accommodate 17 workstations, testing area for computers; conference room, and a kitchenette.

3.2 General

3.2.1 Design and Construction Work: The building is a two-story structure. The work area is on the lower level. There are two units, both are partially finished. One is a large warehouse area that needs to hold 17 workstations. It has a drop ceiling with lights. This area requires drywall, paint and carpet. It has two restrooms, one of which is ADA compliant. Restrooms require new paint and updating if needed. There is a warehouse receiving area which only requires new paint. The other unit is connected. It consists of 3 offices that need to be expanded along with some walls to be moved. It also consists of a kitchenette to be moved and a conference room with minor wall changes. Conference room requires new carpet. There is a large warehouse area which will be the testing area. A counter needs to be built along two of the walls. There are additional electrical requirements throughout the area.

The A/E will be involved through design and completion of the project. Contractor shall perform all general contractor services associated with the improvement project in accordance with the architectural construction drawings, specifications and other documents provided by A/E.

The Contractor will provide administration of the contract and will be the AOC Contract Manager's representative during construction and until final payment is due. The Contractor will visit the site at intervals appropriate to the stage of the operations and become familiar with and keep the AOC Contract Manager informed about the progress of the portion of the work completed, and endeavor to guard the AOC Contract Manager against defects and deficiencies in the work. The Contractor will prepare change orders and construction change directives or other change documents for changes in the work for the AOC Contract Manager's approval and execution.

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

3.2.2 Proposed Design: Drawings for proposed design are attached. A/E is to consult with AOC Contract Manager to compile final drawings for construction. A/E should include at least four meetings for final design as well as site visits and measurements. AOC Contract Manager shall provide final approval of drawings for construction.

- 3.2.3 Progress Meetings: Progress meetings will be required during the course of construction; they may be weekly or bi-weekly. Meetings will be held on the job site during regular business hours, between 8:00 a.m. to 5:00 p.m., on a day to be determined by the AOC and A/E. Attendance shall include the Contractor's Superintendent and AOC's Contract Manager, A/E's representative, FPM's representative as needed, and any other persons determined to be essential for the project.

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

- 3.2.4 Safety: Contractor shall be responsible for initiating, maintaining and supervising all safety and health precautions and programs in connection with the performance of the work. This applies continuously and is not limited to normal working hours.

- 3.2.5 Completion: After AOC's Contract Manager accepts final approved construction drawings, the Contractor shall proceed expeditiously and achieve completion within the time agreed upon. The project is to be completed within the period specified from the date of the "Notice to Proceed" from AOC's Contract Manager to begin construction. If there are delays that cause the project to exceed this time, Contractor must submit a request for extension to AOC's Contract Manager outlining the cause of the delay and the expected completion date. Delays may only be approved by AOC's Contract Manager.

3.3 Contractor's Responsibility

- 3.3.1 The Contractor shall supervise and direct the work, using the best skill and attention. The Contractor shall be solely responsible for: (1) all construction means, methods, materials, techniques, sequences and procedures, (2) all coordination of the work under the contract, and (3) to the extent the Contractor or subcontractors or suppliers at any tier design or are required to design any portion of the work. Contractor must aggressively and diligently pursue completion of the contract within the contract time.

- 3.3.2 The Contractor shall be responsible to the Maryland Judiciary for and shall indemnify the Judiciary against, the acts and omissions of any employees, subcontractors and suppliers at any tier, and their agents and employees performing any of the work to or for the project.

- 3.3.3 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the contract documents and shall not unreasonably encumber the site with any materials or equipment.

3.3.4 Cutting And Patching of Work:

3.3.4.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its several parts *fit* together properly.

3.3.4.2 The Contractor shall not damage or endanger any portion of the work or the work of the owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not

cut or otherwise alter the work of the owner or any separate contractor except with the written consent of the owner and of such separate contractor. The Contractor shall not unreasonably withhold from the owner or any separate contractor his consent to cutting or otherwise altering the work.

- 3.3.5 The Contractor shall perform all work in accordance with the terms, provisions, conditions, lines, grades, typical cross-sections, dimensions, and other data in or required by the contract documents, including the furnishing of all materials, services, implements, machinery, equipment, tools, supplies, transportation, labor, and all other items necessary for the satisfactory prosecution and completion of the project in full compliance with the requirements of the contract documents.
- 3.3.6 Permits: Contractor shall be responsible for obtaining all required permits for construction of the proposed work. Contractor shall notify AOC's Contract Manager and the A/E on the progress of obtaining permits at two (2) week intervals.
- 3.3.7 Drawings: The Contractor shall do no work without proper drawings and/or instructions. Drawings may or may not be drawn to scale, and symbols may be used to indicate materials and structural and mechanical requirements. When symbols are used, those parts of the drawings are of necessity diagrammatic or schematic and it is not possible to indicate all connections, fittings, fastenings, etc. which are required to be furnished for the proper execution of the work. Diagrammatic or schematic indications of piping, duct work and conduit and similar items in the work are subject to field adjustment in order to obtain proper grading, fitting passage over, under or past obstructions, to avoid exposure in finished rooms and unsightly and obstructing conditions. The Contractor shall make these adjustments at no increased cost to the AOC.
- 3.3.7.1 Copies At the Site/As-built Drawings: An approved set of Permit Documents shall be maintained for display at the project site. Modifications to the project not shown on the permit documents shall be recorded on a document set to produce an "as built" record of the work.
- 3.3.8 Dimensions: The Contractor shall carefully check all dimensions prior to execution of any work. Whenever inaccuracies or discrepancies are found, the Contractor shall consult AOC's Contract Manager prior to any construction or demolition. Should any dimensions be missing, AOC's Contract Manager must be consulted and Contract Manager will supply them prior to execution of the work. Dimensions for items to be fitted into constructed conditions at the job will be taken at the job and will be the responsibility of the Contractor. Whenever a stock size manufactured item or piece of equipment is specified or is proposed by the Contractor to be furnished, it is the responsibility of the Contractor to determine the actual space requirements for setting or entrance to the setting space. Adjustments in order to accommodate the particular item of equipment furnished by the Contractor will not be allowed.
- 3.3.9 Conformity To Drawings: Unless the Contractor has, in writing, expressly notified the A/E and AOC's Contract Manager to the contrary at the time of the submission, AOC, the A/E and AOC's Contract Manager may assume that shop drawings and other submittals from the Contractor are in conformity with the contract documents and do not involve any change in the contract price, do not require any change which will alter the

space within the structure or alter the nature of the building or work from that contemplated by the contract documents, and do not constitute a substitution of materials or equipment or a change in the contract or the scope of work. If the Contractor fails to give notice strictly in accordance with this subsection, approval of any shop drawing or submittal shall not be binding on the AOC.

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

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

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

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

3.3.12 Changes - Miscellaneous:

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

- (a) In the specifications (including drawings and designs);
- (b) In the method or manner of performance of the work;
- (c) In the AOC-furnished facilities, equipment, materials, services, or site; or
- (d) In the rate of performance of the work, including acceleration thereof.

B Any other written order or an oral order, including a direction, instruction, interpretation, or determination from the AOC Contract Manager that causes or constitutes any such change shall be treated as a change order under this clause, provided that the Contractor gives the AOC Contract Manager written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

C Except as herein provided, no order, statement, or conduct of the AOC Contract Manager shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

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

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

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

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

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

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

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

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

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

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

- 3.3.20 Unlocking and Locking of Premises: After issuance of “Notice to Proceed” the Contractor shall be responsible for unlocking and locking premises each day.
- 3.3.21 Cleaning Up: The Contractor shall at all times keep the construction area, including storage areas, free from accumulations of waste materials or rubbish. Prior to completion of the work, Contractor shall remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of AOC. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat, and workmanlike condition as approved by the AOC Contract Manager.
- 3.3.22 Bathroom Facilities: Contractor is responsible for providing a portable bathroom facility. Location shall be determined by AOC Contract Manager.
- 3.3.23 Dumpster: Contractor is responsible for providing a dumpster, if needed. Location shall be determined by AOC Contract Manager.

3.4 AOC Responsibilities

- 3.4.1 Notice to Proceed: After the contract has been executed the AOC Contract Manager will issue to the Contractor a “Notice to Proceed.” This notice shall stipulate the date the Contractor is to begin work. Any preliminary work started or materials ordered before receipt of the “Notice to Proceed” shall be at the risk of the Contractor.
- 3.4.2 AOC will provide access to the work site. The AOC Contract Manager will be available to answer questions, and will coordinate closely with the Contractor’s representative.
- 3.4.3 Contractor acknowledges that time is of the essence and that it would be difficult to qualify the damages incurred by AOC as a result of delays not approved by the AOC. All work shall be completed within 120 calendar days. Accordingly, AOC reserves the right to impose liquidated damages in the amount of one thousand dollars (\$1,000.00) per day for each day the work is not completed in the event that the Contractor does not finish all work within the allotted time requirement.

3.5 Acceptance

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

3.6 Warranty

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

3.7 Invoicing

- 3.7.1 All invoices shall be submitted within 30 calendar days after the completion and acceptance by AOC for each milestone listed in Section 3.7.2 and shall include the following information: name and address of AOC, Contractor name, remittance address, federal taxpayer identification or if owned by an individual the social security number, invoice period, invoice date, invoice number, amount due, and the PO number(s) being billed. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.
- 3.7.2 The Contractor shall invoice the Judiciary in accordance with the terms of the contract and payment shall be made as follows:
1. 10% Approved Permits, Demolition
 2. 10% Framing, Interior Partitions
 3. 25% Approved Rough-in HVAC, Plumbing, Electrical and Fire
 4. 20% Insulation, Drywall, Interior Doors, Interior Painting
 5. 25% Finish Floors, Approved Finish HVAC, Plumbing, Electrical and Fire
 6. 10% Completion, Use and Occupancy Permit
- 3.7.3 In applying for final payment, the Contractor shall submit, in addition to the above, a certificate that he has paid:
- (a) All labor to date,
 - (b) All vendors and material suppliers in full for all items received, and
 - (c) All subcontractors in full.

3.8 Insurance

- 3.8.1 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be delivered to the Procurement Officer before the actual implementation of the Agreement.
- 3.8.2 All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate and positive notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Contractor, at least 60 days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Administrative Office of the Courts.
- 3.8.3 The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requirement of any and all insurance

as set forth in this RFP, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

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

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

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

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

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

- 3.8.5 If any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverage's in the same amounts specified above and to make certificates of such insurance available to the AOC upon AOC's request.
- 3.8.6 The Contractor shall purchase and maintain property insurance (Builder's Risk) covering the project, including improvements to real property and goods and materials on the site to be incorporated into the project. Such property insurance shall be written on an "All Risk" Basis covering physical loss and damage including theft, vandalism and malicious mischief, collapse, water damage, and such other perils as may be applicable to the project. Such insurance shall include the interest of AOC, the Landlord, the Contractor and all subcontractors as their interest may appear.

SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

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

4.2 Proposals

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

4.3 Submission

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

4.4 Volume I – Technical Proposal

- 4.4.1 Transmittal Letter: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 4.4.2 Format of Technical Proposal: Inside the sealed package described in Section 4.3, above, an unbound original, to be so labeled, four paper copies and one electronic version of the Technical Proposal shall be enclosed. Section 3 of this RFP provides requirements and this Section 4 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's technical proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall allow AOC officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number. The technical proposal shall include the following sections in the stated order:
- 4.4.3 Title and Table of Contents: The technical proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. **Note: Information that is**

claimed to be confidential under RFP Section 1.19 is to be printed on yellow paper and placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential, Offeror must clearly designate any information that can reasonably be shown to be proprietary or confidential.

- 4.4.4 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal and document that the Offeror meets the minimum qualifications in Section 2 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.
- 4.4.5 Offeror Technical Response to RFP Requirements:
- 4.4.5.1 General. The Offeror shall address each RFP requirement in the Technical Proposal and describe how its goods and/or services, as applicable will meet those requirements. If the Judiciary is seeking Offeror agreement to a requirement. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the Judiciary's needs.
- 4.4.6 Offeror Construction Schedule: The Offeror shall provide a detailed construction schedule and bar chart, including a delineation of all work to be completed during the project. The schedule should include all trades involved in the project and list all subcontractors proposed for the project.
- 4.4.7 Offeror History of Firm and Subcontractors: The Offeror shall include a brief description of its history and organization and of the history and organization of any proposed subcontractors.
- 4.4.8 Offeror Experience and Capabilities: The Offeror (both A/E and contractor) shall include information on past experience with similar requirements. Offeror shall describe their experience and capabilities through a response to the following:
- 4.4.8.1 An overview of the Offeror's experience providing the goods and/or services, as applicable, to that included in this RFP. This description shall include: qualifications, background and experience of the Contract Manager and other staff proposed to work on the project.
- 4.4.8.2 A description of similar projects completed by the bidder within the past five years or longer. (Minimum of three (3) projects.)
- 4.4.9 References; Provide three (3) current customer references where the customer's needs are similar to those stated in the RFP. Provide the following information for each client reference:
- Name of Client Organization
 - Name, title, and telephone number of Point-of-Contact for client organization
 - Value, type, and duration of contract(s) supporting client organization

- The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and number of employees serviced
- 4.4.10 Financial Capability and Insurance: The Offeror shall include the following, for itself, and, as applicable, for any corporate parent, or subsidiary.
- 4.4.10.1 Evidence that the Offeror has the financial capacity to provide the goods and/or services, as described in its proposal, via profit and loss statements and balance sheets for the last two years.
- 4.4.10.2 A copy of the Offeror's current certificates of insurance (property, casualty and liability), which, at a minimum, shall contain the following:
- Carrier (name and address)
 - Type of insurance
 - Amount of coverage
 - Period covered by insurance
 - Exclusions
- 4.4.11 Subcontractors: Offerors must identify non-MBE subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract.
- 4.4.12 Required Affidavits, Schedules and Documents to be submitted by Offeror in the Technical Proposal:
- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal)
 - Completed and signed MBE EEO 3 and EEO 4 forms. Electronic signature is not accepted.
 - Certified true copies of any and all of the policies of insurance to AOC. By submitting a proposal in response to this solicitation, the offeror warrants that it is able to provide evidence of insurance required by RFP Section 3.
 - Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in Maryland.
 - A letter from a bonding company providing evidence that the Contractor is capable of securing the performance bond required.
- 4.4.13 The Technical Proposal shall not include any price information as required by Section 4.5.1.

4.5 Volume II - Financial Proposal

- 4.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy and one electronic copy (in MS Word or Excel) of the Financial Proposal in a separate envelope labeled as described in Section 4.3, 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 and in the format required in Section 1.18. An explanation for

each claim of confidentiality shall be included as part of the Financial Proposal. This is a fixed price Contract; prices are all inclusive and shall encompass all requirements in the RFP.

4.5.2 Offeror Cost Proposal: The Offeror shall include a detailed cost proposal.

4.6 Proposal Security

4.6.1 Each Offeror must submit with its proposal, a Proposal Bond in the amount of 5 percent of the total price proposed to guarantee for one hundred eighty (180) days after the due date for receipt of proposals the availability of the equipment and services at the offered price. The bond shall be underwritten by a surety company authorized to do business in the State and subject to approval by the AOC, or by other acceptable security for bond as described in COMAR 21.06.07. A certified check or cashier's check payable to the AOC may also serve as a Proposal Bond. Offerors may request a release of the bond after the date of Contract award in return for a release signed by the Offeror and accepted by the AOC.

4.7 Performance Bond

4.7.1 The successful Contractor must submit a Performance Bond or other suitable securities as identified within COMAR 21.06.07, in the amount of the value for the Contract Agreement for the period of the contract award. The cost of this bond, or other suitable security, is to be included in the total price proposed and is not to be proposed and will not be recoverable as a separate cost item. The Performance Bond or other suitable security shall be delivered to the AOC by the Contractor within 5 days of recommendation for award. **A letter must be submitted from a bonding company with the technical proposal providing evidence that the Contractor is capable of securing the performance bond required.** Acceptable security for bid, performance, and payment bonds is limited to a bond in a form satisfactory to AOC underwritten by a surety company authorized to do business in this State.

Assistance in obtaining a bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFDA).

4.8 Payment Bond

- 4.8.1 The Contractor shall submit to the Procurement Officer, within ten (10) business days after notice of recommended award, a Payment Bond in the amount of the Contract Agreement. The bond shall be issued by a surety company licensed to do business in the State and shall be subject to approval by the State. The Payment Bond shall be maintained throughout the term of this Contract Agreement, or renewal option period, if exercised. Evidence of renewal of the Payment Bond and payment of the required premium shall be provided to the AOC. This bond shall also secure liquidated damages.

Failure of the Contractor to submit and maintain the required Payment Bond coverage throughout the term of the Contract Agreement, and renewal option period if exercised will constitute an event of Default under the Contract.

The Payment Bond shall be forfeited to AOC, in whole or in part, if the Contractor defaults in its payment of subcontractors or vendors for work performed under this Contract Agreement.

SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

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

5.2 Technical Criteria

- 5.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:
- Offeror Experience and Capabilities
 - Offeror Technical Response to RFP Requirements
 - References

5.3 Financial Criteria

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

5.4 Selection Process and Procedures

5.4.1 General Selection Process:

- 5.4.1.1 The Contract shall be awarded in accordance with the competitive sealed proposals process under Article IV, Section 3 of the Judiciary’s Procurement Policy. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.
- 5.4.1.2 Accordingly, the AOC may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the AOC also reserves the right to make an award without holding discussions. In either case, AOC may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

5.4.2 Selection Process Sequence:

- 5.4.2.1 The first step in the process will be to assess compliance with the Offeror Minimum Qualifications set forth in Section 2 of the RFP. Offerors who fail to meet these basic requirements i.e, are qualified or potentially qualified will be disqualified and their proposals eliminated from further consideration.

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

ATTACHMENTS

Attachment A	Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Price Proposal Form
Attachment E	Construction Building Rules and Regulations
Attachment F	Contractor Guidelines
Attachment G	Schedule for Participation of Minority Business Enterprises
Attachment H	Minority Contractor Project Disclosure and Participation Statement

Contract number: K12-0074-25

**MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS
DESIGN AND BUILD OF AOC OFFICE SPACE**

STANDARD TERMS AND CONDITIONS

This Contract is made this _____ day of _____ 2012, 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 **describe product** (hereinafter the “Goods”) **and/or services** (hereinafter “Services”), 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 **issue date** and all amendments and exhibits thereto (collectively referred to as the “RFP”)

Exhibit C: Contractor’s Proposal dated **date of response** and subsequent BAFO dated _____ **2012** (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/, 2012** 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 **(Choose one or both of the following) Services or, 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. **(Delete the following if not applicable) [All hardware manufacturer serial, make, and model numbers should be included on invoices including those goods.] [All invoices for services billed at an hourly rate shall include the employee’s daily timesheets for the hours, or fractions of hours, billed and shall specify the task for which the time is billed.]** 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. 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.
- 23.3 The AOC has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

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

24. Public Information Act Notice

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

25. Conflict of Interest

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

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

26. Notices

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

State: Kelly Moore, Procurement Specialist
Maryland Judiciary, Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401
410-260-1583 (Office)
410-260-2520 (Fax)

Contractor: specify

SIGNATURES:

In Witness Whereof, the parties have signed this Contract this _____ day of _____, 2012

Contractor:

_____ (SEAL) Date: _____

Signature
Authorized Representative

Maryland Judiciary:

_____ Date: _____
Susan S. Howells, Executive Director
Procurements and Contract Administration

Approved for form and legal sufficiency this ____ day of _____, 2012

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. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES

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

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

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK



CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name: _____

Department ID Number: _____

Address: _____

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

Name: _____
Department ID Number: _____
Address: _____

C. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____
(printed name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)

ATTACHMENT D – PRICE PROPOSAL FORM

RFP No. K12-0074-25

All Labor and Materials to Complete Construction of AOC Office Space

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

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

Submitted by Authorized Signature
Date
Print Name and Title
Company Name
Company Address
Telephone
Federal Tax Identification #

ATTACHMENT E – CONSTRUCTION BUILDING RULES AND REGULATIONS



1. No smoking in the building or work area
2. No eating or drinking within building or work area
3. Building and work area (including exterior) must be kept clean and orderly at all times
4. Contact Property Manager to access to utility rooms or any systems shut down (electric, gas, sprinkler, etc) MINIMUM 48 hours notice
5. Contact Property Manager to coordinate access to adjacent tenant spaces at least 1 week in advance
6. All lights are to be turned off and all points of access secured at the end of each day
7. All common areas related to the area of work are to be protected (floor and walls)
8. All construction parking is to take place at work site only (rear of space when possible) – away from building entrances and/or adjacent tenant spaces
9. No radios or music devices
10. Dumpster location must be approved in advance and must be set on plywood
11. Permits and all inspection notices must be clearly posted at site entrance
12. Saw cutting, hammerdrilling, and other such work of noisy nature cannot be performed between the hours of 8:00 AM – 6:00 PM, or as mandated by specific tenant needs
13. Contractor signage may be posted at site entrance(s) only and may not exceed 24"x36" (for site identification only).

Updated 10/07

6935 Oakland Mills Road • Suite A • Columbia, Maryland 21045 • Phone (443) 430-0770 • Fax (443) 430-0599

ATTACHMENT F – CONTRACTOR GUIDELINES



The following guidelines apply for any contractor performing tenant work at First Potomac properties.

- Contractor must have current Commercial Class A license for a minimum of (3) years
- Must provide Certificate of Insurance naming appropriate Owner-entity and Management Company as additional insured prior to the commencement of any work with the following requirements:
 - Worker's Compensation and Employer's Liability Insurance
 - ③ Employer's Liability \$1,000,000 per Accident
 - Comprehensive or Commercial General Liability
 - ③ Bodily Injury and Property Damage:
 - Each Occurrence - \$1,000,000
 - General Aggregate - \$2,000,000
 - Personal Injury Liability - \$1,000,000
 - Comprehensive Automobile Liability
 - ③ Bodily Injury and Property Damage:
 - Each Occurrence - \$1,000,000 Combined Single Limit
 - Umbrella Liability
 - ③ Limits of \$2,000,000
- 🕒 NOTE: Coverages to be on Occurrence Form; All policies to waive Rights of Subrogation against Owner; Carrier to maintain rating of not less than A+15 from A-M Best & Company.
- Must provide references of at least (3) similar commercial and/or retail projects
- Must provide progress and final lien waivers throughout project listing appropriate owner-entity
- Must abide by First Potomac Construction Rules and Regulations

All contractors must be approved by regional Construction Manager. Any exceptions to the above guidelines must be approved in advance by Manager of Tenant Construction.

11/2008

7600 Wisconsin Avenue ① 11th Floor ① Bethesda, Maryland 20814 ① Phone (301) 986-9200 ① Fax (301) 986-5554

ATTACHMENT G – MBE EEO - 3

NOTE: The required MBE forms must be submitted with your technical proposals/bid. Failure to submit the required forms will result in your bid proposal being deemed non-responsive.



SCHEDULE FOR PARTICIPATION OF MINORITY BUSINESS ENTERPRISES

1. Prime Contractor	Name of Firm	Address (Number, Street, City, State, Zip)	Telephone ()
2. Project Location (Number, Street, City, State, Zip)			
3. Project Number			
4. List the data requested for each minority firm involved in this project:			
a. Name of Minority Firm		Address (Number, Street, City, State, Zip)	
Certification No.	Telephone ()		
Work or Service to be Performed			
Project Commitment Date	Project Completion Date	Percentage of Total Contract %	
b. Name of Minority Firm		Address (Number, Street, City, State, Zip)	
Certification No.	Telephone ()		
Work or Service to be Performed			
Project Commitment Date	Project Completion Date	Percentage of Total Contract %	
5. Minority Firms Total Percentage %			
6. Remarks (Use Plain Bond for Additional Comments)			
This Form Prepared By	First	Middle Initial	Last Telephone ()

If there are additional Minority Firms involved in this project, please attach an additional SCHEDULE FOR PARTICIPATION OF MINORITY BUSINESS ENTERPRISES FORM

DO NOT WRITE BELOW THIS LINE - JUDICIARY USE ONLY

7. Approved Yes No

DATE

SIGNATURE - ADMINISTRATION - MINORITY
BUSINESS ENTERPRISE OFFICER

Reset

ATTACHMENT H – MBE EEO - 4

NOTE: The required MBE forms must be submitted with your technical proposals/bid. Failure to submit the required forms will result in your bid proposal being deemed non-responsive.



MINORITY CONTRACTOR PROJECT DISCLOSURE AND PARTICIPATION STATEMENT

<p>1. Prime Contractor Name of Firm _____</p> <p>Address (Number, Street, City, State, Zip) _____</p>	<p>2. Project _____</p> <p>3. Project Location (Number, Street, City, State, Zip) _____</p>
<p>4. Subcontractor Enterprise (check one) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture</p>	
<p>5. The undersigned subcontractor is prepared to perform the work/service herein described in connection with the project. This work/service will not be subcontracted to any non-minority firm.</p> <p>Work or Service to be Performed _____ Project Commitment Date _____ Project Completion Date _____</p>	
<p>6. Subcontractors Supervision Staff to Include Foreman (Name, Address, Title) _____</p>	
<p>7. Bonds - Amount and Type Required by Prime Contractor _____ 8. Bonding Company Name and Address _____</p>	
<p>9. Are bonds guaranteed by third party <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>10. Percentage of Work Performed by Other Than Own Work Source (Include Name of Company and Address) _____ %</p>	
<p>11. State the terms of any oral or written agreement(s) or understanding(s) with non-minority persons or firms relating to the assistance, financial or otherwise, to be provided by said persons or firms.</p> <p>_____</p> <p>_____</p> <p>The undersigned subcontractors will enter into a written contract with: _____</p> <p>_____ for the work/service indicated above upon the prime contractor's execution of a contract with the Maryland Judiciary, the undersigned subcontractor is certified by _____</p> <p>as a Minority Business Enterprise, as of date _____</p> <p>*NOTE TO PRIME CONTRACTOR: A failure to achieve the established MBE goal may jeopardize future participation on Maryland Judiciary contracts.</p>	
<p>Certification No. _____</p>	<p>_____ Subcontractor Signature Telephone No.</p> <p>_____ Print/Type Name of Firm</p> <p>_____ Number Street</p> <p>_____ City State Zip Date</p>
<p>I AGREE TO THE TERMS AND CONDITIONS STATED ABOVE</p>	
<p>_____ Prime Contractor Signature Telephone No.</p> <p>_____ Print/Type Name of Firm</p> <p>_____ Number Street</p> <p>_____ City State Zip Date</p>	

Reset