



**ADMINISTRATIVE OFFICE OF THE COURTS
2003C COMMERCE PARK DRIVE
ANNAPOLIS, MARYLAND 21401**

REQUEST FOR PROPOSALS

K12-0080-40

WORKSTATIONS FOR:

**District Court of Maryland
Civil Building
501 E. Fayette Street
Baltimore, MD 21202**

**District Court of Maryland
8914 Kelso Drive
Essex, MD 21221**

ISSUED:

MAY 9, 2012

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

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 eMaryland Marketplace.

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

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

**THE JUDICIARY
NOTICE TO OFFERORS/CONTRACTORS**

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

Title: Workstations for District Court of Maryland Baltimore City District Court of Maryland, Essex

Project No: K12-0080-40

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

Workstations for District Court of Maryland Baltimore City District Court of Maryland, Essex

PROJECT NUMBER K12-0080-40

RFP Issue Date: May 9, 2012

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

Procurement Officer: Colleen Cantler, 410-260-1581
Colleen.cantler@mdcourts.gov

Proposals are to be sent to: Colleen Cantler, Procurement Specialist
Administrative Office of the Courts
Office of Procurement and Contract Administration
2003C Commerce Park Drive
Annapolis, MD 21401

Pre-Proposal Conference: Monday, May 14, 2012 at 7:30am
District Court of Maryland
8914 Kelso Drive
Essex, MD 21221

Monday, May 21, 2012 at 10:00am
District Court of Maryland
Civil Building
501 Fayette Street
Baltimore, MD 21201

Closing Date and Time: Monday, June 4, 2012 at 2:00 p.m.

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The Administrative Office of the Courts (AOC) is issuing this Request for Proposals (RFP) to select a contractor to provide all labor, equipment, parts, expertise, supervision and installation for new or used “turn key” workstations located at the District Court of Maryland, Civil Building, 501 E. Fayette Street, Baltimore, MD 21202 (Baltimore City) and the District Court of Maryland, 8914 Kelso Drive, Essex, MD 21221 (Essex).

1.2 Abbreviations and Definitions

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

- a. Contract – The Contract attached to this RFP as Attachment A
- b. Contractor– The selected Offeror
- c. Local Time – Time in the Eastern Time Zone
- d. MBE – Minority Business Enterprise
- e. Offeror – An entity that submits a proposal in response to this RFP
- f. Procurement Officer – The Judiciary representative responsible for this RFP, for the determination of contract scope issues, and the only Judiciary representative who can authorize changes to the contract. The Procurement Officer for this Request for Proposals is Colleen Cantler
- g. RFP – Request for Proposals for Workstations for the District Court of Maryland, Baltimore City and District Court of Maryland, Essex, dated May 9, 2012 including any and all amendments.
- h. Project Manager– The Judiciary representative that serves as the technical manager for the resulting contract. The Project Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
- i. The Judiciary business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days on which the AOC will be closed by order of the Chief Judge).
- j. Maryland Judiciary and AOC are interchangeable.

1.3 Contract Type

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

1.4 Contract Duration

The Contract resulting from this RFP shall remain in force through December 31, 2012.

1.5 Procurement Officer

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

Colleen Cantler, Procurement Specialist
Administration Office of the Courts
Procurement and Contract Administration
2003C Commerce Park Drive
Annapolis, MD 21401
410-260-1581, colleen.cantler@mdcourts.gov

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

1.6 Project Manager

Joseph White, Facilities Administrator
District Court of Maryland

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

1.7 Pre-Proposal Conference / Mandatory Walk Through

Pre-Proposal Conferences are scheduled for Monday, May 14, 2012 at 7:30 am located at the District Court of Maryland, 8914 Kelso Drive, Essex, MD 21221 (Offerors shall meet at the main entrance) and for Monday May 21, 2012 at 10:00 am located at the District Court of Maryland, Civil Building, located at 501 E. Fayette Street, Baltimore, MD 21202 (Offerors shall meet at the Library/Conference Room on the first floor).

Offerors must come equipped with any necessary measuring devices. Offerors may take photos of the areas during the walkthrough.

Please visit the Maryland Judiciary website for directions and parking information.

<http://www.courts.state.md.us/district/directories/courtmap.html#baltimorecity>

All potential Offerors must attend the walk-through to help determine the complete layout and design of the workstations, wiring of all workstations for electrical/telephone/data, and removal and disposal of existing workstations. Please complete and return Attachment D, Pre-Proposal Conference Response Form (via email).

1.9 Questions

The Procurement Officer shall accept written questions from prospective Offerors. Questions may be submitted to the Procurement Officer by e-mail. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Questions shall be answered and posted on the Judiciary's Procurement website, <http://www.mdcourts.gov/procurement/bids.html> and eMaryland Marketplace.

1.10 Proposal Due (Closing) Date

An original and 3 copies of each proposal (technical and financial) must be received by the Procurement Officer, no later than Monday, June 4, 2012 at 2:00 pm in order to be considered. An electronic version (CD) of the Technical Proposal must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal must in be enclosed with the original Financial Proposal. All CDs must be labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

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

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

1.11 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for the later of: (1) 180 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested, or (2) the date any protest

concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted on the Judiciary's Procurements web site (<http://www.mdcourts.gov/procurement/bids.html>) and eMaryland Marketplace.

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

1.13 Cancellations

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

1.14 Oral Presentations/Discussions

Offerors may be asked to make oral presentations summarizing their technical proposal to Maryland Judiciary representatives. The expectation is that the oral presentation may be scheduled approximately a month after proposal receipt.

1.15 Incurred Expenses

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

1.16 Economy of Preparation

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

1.17 Protests/Disputes

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

1.18 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

1.19 Access to Public Information Act Notice

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

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

1.20 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.24 below. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization consents to the terms of the RFP and will guarantee the performance of the subsidiary.

1.21 Mandatory Contractual Terms

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

1.22 Proposal Affidavit

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

1.23 Contract Affidavit

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

1.24 Minority Business Enterprises

A MBE subcontractor participation goal of 15% has been established for this solicitation. (Attachment F). By submitting a response to this solicitation, the Offeror agrees that this amount of the contract will be performed by minority business enterprises.

1.25 Arrearages

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

1.26 Procurement Method

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

1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete the registration prior to the due date for receipt

of proposals. An Offeror's failure to complete the registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award. (<http://www.dat.state.md.us/>)

1.28 Payments by Electronic Funds Transfer

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

<http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

SECTION 2 – STATEMENT OF WORK

2.1 Purpose & Summary

- 2.1.1 The Administrative Office of the Courts (AOC) is issuing this Request for Proposals (RFP) to select a Contractor to provide all labor, equipment, parts, expertise, supervision and installation for new or used “turn key” workstations located at the District Court of Maryland, Civil Building, 501 E. Fayette Street, Baltimore, MD 21202 (Baltimore City) and the District Court of Maryland, 8914 Kelso Drive, Essex, MD 21221 (Essex).
- 2.1.2 The Contractor shall provide description of the new proposed workstations and components, materials, manufacturer, model information, materials, color(s), finish, photographs, and warranty information. If proposing used/refurbished workstations, the Contractor must include the components, condition, appearance, materials, manufacturer, model information, color(s), finish, photographs, and warranty information.
- 2.1.3 The Project Manager shall coordinate the removal of existing workstations.
- 2.1.4 All work shall be completed after court hours, nights and weekends. Courtrooms must be restored to their original condition each evening or weekend in order for Court to operate in a normal fashion each day. The Contractor shall coordinate, with the Project Manager, to schedule/stage work in increments or groups of workstations so that the maximum number of personnel is able to work during the project.
- 2.1.5 Project Manager shall coordinate flooring installation (procured under separate contract) to occur simultaneously with the workstation project.
- 2.1.6 The Contractor may propose on one or both District Court locations.

2.2 Contractor’s Minimum Qualifications

- 2.2.1 The Contractor shall have at least three (3) years of experience in installation design, layout and installation involving at least 25 workstations. Wiring Contractor shall have at least three (years) experience in performing relevant work.

2.3 Contractor’s Responsibility

- 2.3.1 The Contractor shall disassemble, remove and dispose of all existing workstations.
- 2.3.2 The Contractor shall furnish and install new or used workstations and related items and components.
- 2.3.3 Contractor shall provide layout/design services and submit layouts showing “best” proposed design/locations of workstations. Proposed layout/design must be submitted with Contractor’s proposal. Layout/design shall make most efficient use of the limited available space. All existing electric/data/telecommunications terminations (wall and floor access) must be utilized. The District Court reserves the right, at its sole option, to change any suggested layout or provide its own plans. All plans, drawings, layouts, etc. provided under this Contract shall become the exclusive property of the District Court of Maryland. **PROPOSED LAYOUT/DESIGN MUST BE SUBMITTED WITH THE CONTRACTOR’S PROPOSAL.**
- 2.3.4 The Contractor shall wire all workstations for electrical/telephone/data using existing terminations. The existing terminations are located on the floor and walls. Floors are concrete and Contractor will

not be permitted to drill additional holes. Some telephone junction boxes are located on the floor. Electrical service is located in flush mounted and “doghouse type” receptacles located on the walls and floor. Existing electrical/telephone/data service, to individual workstations, are terminated in a combination of floor and/or (existing) workstation raceways.

- 2.3.5 All wiring shall be placed neatly into workstation raceways wherever possible. Wires not in raceways must be bundled and secured neatly to the undersides of the workstation surfaces or other concealed areas. All existing electric/data/telecommunications terminations (wall and floor access) must be utilized. The AOC reserves the right, at its sole option, to change any suggested layout or provide its own plans.
- 2.3.6 Contractor is responsible for removing all packaging/delivery materials from the site. Dumpsters are not available for Contractor’s use.
- 2.3.7 Contractor is responsible for ensuring that there shall be no damage to the building during the execution of this project. Contractor shall be responsible for the cost of repair for any damages to the building caused by its actions or negligence.
- 2.3.8 Contractor shall maintain daily contact with the Project Manager during installation.
- 2.3.9 Contractor shall complete final delivery and installation within 120 days of Contract award. All installation work shall occur during evening or weekend hours. The installation plan and times must be approved, in advance, by the Project Manager.
- 2.3.9 The Contractor must install workstations, in stages, with the approval of the Project Manager. Work areas must be restored to allow full operation of the office(s) after any/all installation work.

2.4 Specifications for District Court of Maryland, Baltimore City

- Remove and dispose of existing workstations.
- Provide complete layout and design services.
- Furnish, deliver and install 68 new or used workstations.
- Wire all workstations for electrical/telephone/data using existing service.

2.4.1 Staff Workstations

Ground Floor: Records Department	11 workstations
Ground Floor: Rent Department	10 workstations
Ground Floor: Mailroom	2 workstations
Ground Floor: Computer Rm Annex	3 workstations
Ground Floor: Cashier’s Office	5 workstations
1st Floor: Main Clerk’s Office/Computer Room	26 workstations
TOTAL	57

A. Specifications:

- High Pressure Laminate or metal workstations, multiple workstations or cluster units.
- All work surfaces **MUST** be High Pressure Laminate with bull nose or other rounded/finished edges. If applicable, Contractor shall quote prices for all standard laminate colors/ fabric materials. Color choice shall be made after award.
- Each workstation must include appropriate raceways or other provisions for electrical/telephone/data service.

- Each unit must have a box/box/file and printer shelf. Each space must accommodate PC, printer, typewriter and work surface.
- All box/box/files, file/files and drawers must be available with locks, as an optional feature, which can be keyed differently.
- Panels shall be ¾ height to allow for access to electrical/telephone/data wiring.
- Each unit must have ergonomic, adjustable keyboard tray.
- 12 workstations, as designated, must be equipped with standard High Pressure Laminate checkwriter counters.
- Units must maximize space and create an efficient work area while fitting into allotted area.
- Workstations must offer maximum work surface.
- Deliver and install on site.
- Contractor must guarantee maximum work surface area while ensuring layout meets fire safety code.
- Contractor must schedule installation at least 30 days in advance.

2.4.2 Supervisor Workstations

Ground Floor: Records Department	1
Ground Floor: Rent Department	1
Ground Floor: Cashier's Office	1
1st Floor: Main Clerk's Area	2
Total	5

A. Specifications:

- High Pressure Laminate or metal workstations.
- All work surfaces **MUST** be High Pressure Laminate with bull nose or other rounded/finished edges. Contractor shall quote prices for all standard laminate colors/ fabric materials. Color choices shall be made after award.
- Each workstation must include appropriate raceways or other provisions for electrical/telephone/data service.
- Units must have task lights and overhead storage for books / manuals.
- Each unit must have a box/box/file or file/file, printer shelf and overhead bookcase (in the center) with drop down. Also, units must have a "Multi-Purpose" pedestal option (in lieu of the box/box/file or file/file). The "Multi-Purpose" pedestal configuration must have a box/box/file/lateral file. Each space must accommodate PC, printer, typewriter and work surface.
- Workstation must include a conferencing table/bullet or similar configuration.
- Each unit must have ergonomic, adjustable keyboard tray.
- Drawer handles must have turned down edges and be flat back in color.
- Contractor must guarantee maximum work surface area while ensuring layout meets fire safety code.
- Workstations must be enclosed with walls/panels, approximately 60" high, and shall contain Plexiglas windows. Windows must 32"H x 42"W.
- Panels must be ¾ height to allow for access to electrical/telephone/data wiring.
- Individual workstations with walls must be configured, estimated and priced with three walls/panels per unit.
- Workstations must be designed and located to allow supervisors visual and physical access to their respective work units.

2.4.3 Stand Alone Workstations

1st and 2nd Floor: Stand-Alone Workstations for Courtroom Clerks **6 total**

A. Specifications:

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

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

2.5 Specifications for District Court of Maryland, Essex

- Remove and dispose of existing workstations.
- Provide complete layout and design services.
- Furnish, deliver and install 15 workstations.
- Wire all workstations for electrical/telephone/data using existing service.

2.5.1 Staff Workstations

Ground Floor – Clerk’s Office 14 Workstations

A. Specifications:

- High Pressure Laminate or metal workstations, multiple workstations or cluster units.
- All work surfaces **MUST** be High Pressure Laminate with bull nose or other rounded/finished edges. If applicable, Contractor shall quote prices for all standard laminate colors/ fabric materials. Color choices shall be made after award.
- Each workstation must include wire raceways or panels to accommodate existing electrical/telephone/data service. Wiring must be concealed, secured and accessible.
- Each unit must have a box/box/file and printer shelf. Each space must accommodate PC, printer, typewriter and work surface.
- All box/box/files, file/files and drawers must be available with locks, which can be keyed differently.
- Panels must be $\frac{3}{4}$ height to allow for access to electrical/telephone/data wiring.
- Each unit must have ergonomic, adjustable keyboard tray.
- 2 workstations, as designated, must be equipped with standard High Pressure Laminate check-writer counters.
- Units must maximize allowable space and create an efficient work area while fitting into allotted area.
- Workstations must offer maximum work surface.
- Contractor must guarantee maximum work surface area while ensuring layout meets fire safety code.
- Contractor shall schedule installation at least 30 days in advance.

2.5.2 Supervisor Workstation

Ground Floor – Clerk’s Office 1 Workstation

A. Specifications:

All of the above specifications for Staff Workstations plus the following:

- Units must have task lights and overhead storage for books / manuals.
- Overhead bookcase (in the center) with drop down.

- Workstations must include a conferencing table/bullet or similar configuration.
- Workstations must be enclosed with walls/panels, approximately 60” high, and shall contain Plexiglas windows. Windows shall be 32”H x 42”W.
- Panels must be ¾ height to allow for access to electrical/telephone/data wiring.
- Individual workstations with walls must be configured, estimated and priced with three walls/panels
- Workstation must be designed and located to allow supervisor visual and physical access to their work unit.

2.5.3 Power Pole Specifications

Power Poles are required to power workstations in the open floor area and must have the following specifications:

- Power pole must be High Pressure Laminate to match workstations, metal is not acceptable.
- Power pole must reach ceiling and penetrate lay in tiles while connecting to Electric/Telephone/Data service left above ceiling.
- Power pole must cleanly/neatly penetrate ceiling tile in a professional/finished manner to allow for proper wiring of all units from the electrical/telephone/data wires stubbed and dropped above the ceiling tiles.

2.6 Acceptance / Punch List / Completion Requirements

2.6.1 The Contractor must conduct a punch list walk through with the Project Manager. A “punch list” of items that need to be repaired shall be given to the Contractor. The Contractor must complete repairs within 20 days of walk-through. Final acceptance shall occur upon satisfactory completion of all repairs.

2.7 AOC’s Responsibilities

2.7.1 The AOC shall provide access to facilities, all information needed to deliver and install the furniture and related equipment, review and approval of layouts/designs, and equipment lists, and assistance in identifying punch list items.

2.8 Invoicing

2.8.1 All invoices shall be submitted within 30 calendar days after the completion and acceptance (i.e.; District Court’s approval for the goods and services satisfactorily received), by the Judiciary and shall include the following information: name and address of the Judiciary, Contractor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, invoice period, invoice date, invoice number, amount due, and the PO number(s) being billed. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

2.9 Insurance

2.9.1 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be delivered to the AOC Office of Procurement before the actual implementation of the Agreement.

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

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

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

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

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

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

E. Comprehensive Automobile Liability:

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

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

- 2.9.4 The insurance required under sub-paragraphs (A),(B), (C) and (D) above shall provide adequate protection for the Contractor against claims which may arise from the Contract, whether such claims arise from operations performed by the Contractor or by anyone directly or indirectly employed by

him, and also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to other.

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

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

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

3.2 Proposals

- 3.2.1 Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP).
- 3.2.2 An unbound original, so identified, and 3 copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal and the Volume II- Financial Proposal (Attachment E1 and Attachment E2) must also be submitted with the unbound originals technical or financial volumes, as appropriate.
- 3.2.3 Electronic media shall be a CD and bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

3.3 Submission

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

3.4 Volume I – Technical Proposal

- 3.4.1 Transmittal Letter: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 3.4.2 Format of Technical Proposal: Inside the sealed package described in Section 3.3, above, an unbound original, to be so labeled, three paper copies and one electronic version shall be enclosed. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's technical proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall allow Judiciary officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number. The technical proposal shall include the following sections in the stated order:
- 3.4.3 Title and Table of Contents: The technical proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. **Note: Information that is claimed to be confidential under RFP Section 1.19 is to be printed on yellow paper and placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.**

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

3.4.5 Offeror Technical Response to RFP Requirements:

3.4.5.1 General. The Offeror shall address each RFP requirement stated in Section 2, Statement of Work, in the Technical Proposal, and describe how its proposed services will meet each of the requirements. If the Judiciary is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the Judiciary’s needs. The Offeror must clearly indicate, in their technical proposal, whether the proposed workstations are new or used and refurbished as well as:

- A. The Offeror shall provide description of new proposed workstations and components, materials, manufacturer, model information, materials, color(s), finish, photographs, and warranty information. If used/refurbished workstations are proposed, the Offeror must include the components, condition, appearance, materials, manufacturer, model information, color(s), finish, photographs, and warranty information.
- B. The Offeror shall provide and submit with the proposal, layout/design services providing the “best” proposed design/locations of workstations. Layout/design shall make most efficient use of the limited available space. All plans, drawings, layouts, etc. provided under this Contract shall become the exclusive property of the District Court of Maryland.
- C. All furniture layouts must be in accordance with all building, life, fire, safety, proper ingress/egress codes and all other applicable regulations and must be ADA compliant.
- D. The Offeror shall describe the how workstations shall be wired for electrical/telephone/data service and the overall work plan for wiring the various office areas. All electrical/telephone/data wiring must be performed by qualified and licensed personnel and be in compliance with all applicable codes and regulations.
- E. The Offeror shall provide a delivery time, installation process and schedule that shall include lead time for workstations from manufacturer, if applicable, and installation/wiring schedule.

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

3.4.6.1 An overview of the Offeror’s experience providing the services, as applicable, to that included in this RFP and experience in commercial office design/installation projects involving at least 25 workstations.

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

- Name of Client Organization
- Name, title, and telephone number of Point-of-Contact for client organization

- Value, type, and duration of contract(s) supporting client organization
- The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and number of employees serviced.

3.4.8 Financial Capability and Insurance: The Offeror shall include the following, for itself, and, as applicable, for any parent organization or subsidiary as referenced under RFP Section 1.20:

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

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

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

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

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

- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal)
- Completed and signed MBE EEO 3 and EEO 4 forms. Electronic signature is not accepted (Attachment F).
- Certified true copies of any and all of the policies of insurance to AOC. By submitting a proposal in response to this solicitation, the offeror warrants that it is able to provide evidence of insurance required by RFP Section 2.
- Warranty terms for proposed products, materials and labor.

3.5 Volume II - Financial Proposal

3.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, 3 bound copies, and one electronic copy of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment E1 and Attachment E2. Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal. This is a fixed price Contract; prices are all inclusive and shall encompass all requirements in the RFP.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

4.1.1 Evaluation of the proposals shall be performed by a committee organized for the purpose of analyzing the technical proposals. Evaluations shall be based on the criteria set forth below. The Contract resulting from this RFP shall be awarded to the Offeror that is most advantageous to the

Judiciary, considering price and the evaluation factors set forth herein. In making this determination, technical factors shall receive greater weight than price factors.

4.1.2 The Offeror shall be evaluated on the proposed services according to the specifications outlined in this RFP.

4.2 Technical Criteria

4.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:

- Offeror Technical Response to RFP Requirements
 - Proposed Workstations
 - Proposed design/layout
 - Installation plan
- Offeror Experience and Capabilities
- References

4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed in Attachment E1 and Attachment E2 – Price Proposal.

4.5 Selection Process and Procedures

4.5.1 General Selection Process:

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

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

4.5.2 Selection Process Sequence:

4.5.2.1 The first step in the process shall 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 shall be disqualified and their proposals eliminated from further consideration.

4.5.2.2 The next step in the process shall be an evaluation for technical merit by the selection committee. During this review, oral presentations and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the Judiciary's requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the Judiciary. 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.

- 4.5.2.3 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4.5.2.4 The financial proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- 4.5.2.5 When in the best interest of the Judiciary, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- 4.5.2.6 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	Standard Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Pre-Proposal Conference Response Form
Attachment E1	Price Proposal Form for Baltimore City
Attachment E2	Price Proposal Form for Essex
Attachment F	Minority Contractor Project Disclosure and Participation Statement

Contract number: K12-0080-40

MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS

Workstations for District Court of Maryland, Baltimore City and District Court of Maryland, Essex

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 **68 Workstations for the District Court of Maryland, Baltimore City and 15 Workstations for District Court of Maryland, Essex** (hereinafter "Goods and 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 _____ 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.

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 shall begin **upon execution of the contract and issuance of notice to proceed** and ending on December 31, 2012.

3. Consideration and Payment

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

4. Warranties

The Contractor hereby represents and warrants that:

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

5. Patents and Copyrights, if applicable

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

6. Non-hiring of Employees

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

7. Non-employment of Contractor's employees

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

8. Disputes

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

9. Maryland Law

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

10. Amendments

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

11. Non-discrimination in Employment

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

12. Contingent Fee Prohibition

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

13. Non-availability of Funding

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

14. Termination for Cause

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

15. Termination for Convenience

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

16. Delays and Extensions of Time

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

17. Suspension of Work

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

18. Pre-existing Regulations

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

19. Financial Disclosure

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

20. Political Contribution Disclosure.

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

21. Right to Audit

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

22. Liability for Loss of Data

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

23. Cost and Price Certification

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

24. Subcontracting and Assignment

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

25. Indemnification

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

26. Public Information Act Notice

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

27. Conflict of Interest

- 27.1 "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State or the AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.
- 27.2 "Person" includes a contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- 27.3 The Contractor warrants that, except as disclosed in § D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

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

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

28. 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: Colleen Cantler, Procurement Specialist
Maryland Judiciary, Administrative office of the Courts (AOC)
Procurement and Contract Administration
2003C Commerce Park Drive
Annapolis, MD 21401

Contractor: specify

SIGNATURES:

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

Contractor:

_____(SEAL)

Date: _____

Signature

Authorized Representative

Maryland Judiciary

By: _____

Date: _____

Susan S. Howells, Executive Director
Procurements and Contract Administration

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

David R. Durfee Jr.
Executive Director, Legal Affairs

Reviewed:

Date: _____

Frank Broccolina
State Court Administrator

Approved:

Date: _____

Robert M. Bell
Chief Judge, Court of Appeals

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)

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ATTACHMENT C – 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)



Project No. K12-0080-40

Project Title:

Workstations for District Court of Maryland Baltimore City and District Court of Maryland, Essex

A Pre-proposal Conference will be held on Monday, May 14, 2012 at 7:30am local time at:

District Court of Maryland
8914 Kelso Drive
Essex, MD 21221

A Pre-proposal Conference will be held on Monday, May 21, 2012 at 10:00am local time at:

District Court of Maryland
Civil Building
501 E. Fayette Street
Baltimore, MD 21202

Please e-mail this form to the Procurement Officer:

colleen.cantler@mdcourts.gov

by Friday, May 11, 2012 at 2:00 p.m. advising whether or not you plan to attend these Conferences.

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.

_____ No, we will not be in attendance.

Company/Firm/Company Name

Telephone

Contact Name

ATTACHMENT E1 – PRICE PROPOSAL FORM

PRICE WORK SHEET
SOLICITATION NO. K12-0080-40 – Baltimore City

	<u>Price each</u>	<u>Total</u>
57 each Staff Workstations as specified, delivered, installed, wired	\$ _____	\$ _____
5 each Supervisor’s workstations as specified, delivered, installed, wired	\$ _____	\$ _____
6 each Stand Alone workstations as specified, delivered, installed, wired	\$ _____	\$ _____
Total Bid Price		\$ _____

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

SUBMITTED BY:

COMPANY NAME

AUTHORIZED SIGNATURE DATE

COMPANY ADDRESS

PRINTED NAME AND TITLE

TELEPHONE NUMBER

FEIN NUMBER



ATTACHMENT E2 – PRICE PROPOSAL FORM

PRICE WORK SHEET
SOLICITATION NO. K12-0080-40 – Essex

	Price each:	Total:
14 each Staff Workstations as specified, wired and installed	\$ _____	\$ _____
1 each Supervisor’s workstation as specified, wired and installed	\$ _____	\$ _____
Total Bid Price	\$ _____	

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

SUBMITTED BY:

COMPANY NAME

AUTHORIZED SIGNATURE DATE

COMPANY ADDRESS

PRINTED NAME AND TITLE

TELEPHONE NUMBER

FEIN NUMBER



ATTACHMENT F - Minority Contractor Project Disclosure and Participation Statement

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

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>_____</p> <p>Address (Number, Street, City, State, Zip)</p> <p>_____</p>	<p>2. Project</p> <p>_____</p> <p>3. Project Location (Number, Street, City, State, Zip)</p> <p>_____</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>_____</p>	
<p>6. Subcontractors Supervision Staff to Include Foreman (Name, Address, Title)</p> <p>_____</p>	
<p>7. Bonds - Amount and Type Required by Prime Contractor 8. Bonding Company Name and Address</p> <p>_____</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>_____ %</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>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>_____</p>	<p align="right">()</p> <p>Subcontractor Signature Telephone No.</p> <p>_____</p> <p>Print/Type Name of Firm</p> <p>Number Street</p> <p>_____</p> <p>City State Zip Date</p>
<p>I AGREE TO THE TERMS AND CONDITIONS STATED ABOVE</p>	
<p align="right">()</p> <p>Prime Contractor Signature Telephone No.</p> <p>_____</p> <p>Print/Type Name of Firm</p> <p>Number Street</p> <p>_____</p> <p>City State Zip Date</p>	

