



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

REQUEST FOR PROPOSALS

K14-0040-40

FOR

RENOVATIONS AT THE DISTRICT COURT OF MARYLAND HEADQUARTERS

ISSUED: APRIL 1, 2014

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

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

**THE JUDICIARY
NOTICE TO OFFERORS/CONTRACTORS**

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

Title: Renovations at the District Court of Maryland Headquarters
Project No: K14-0040-40

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

Renovations at the District Court of Maryland Headquarters

PROJECT NUMBER K14-0040-40

RFP Issue Date: April 1, 2014

RFP Issuing Office: Procurement and Contract Administration

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

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

Pre-Proposal Conference: Monday, April 7, 2014 at 2:00 P.M.

Closing Date and Time: Monday, April 14, 2014 at 12:00 Noon

Amendments to the Request for Proposals or other communications shall be posted on the Maryland Judiciary's website and eMarketplace.

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

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The Administrative Office of the Courts is issuing this Request for Proposals to award one contract to provide all labor, materials, supervision and expertise required to renovate the existing Office Suite located at 580 Taylor Avenue, Suite A-3, Annapolis, Maryland 21401 and convert into a new Office Suite.

All work must be completed no later than May 9, 2014.

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 currently so certified by the Maryland State Department of Transportation.
- e. Offeror – An entity that submits a proposal in response to this RFP
- f. Procurement Officer – The only Judiciary representative responsible for this RFP, for the determination of contract scope issues, for authorizing changes to the contract.
- g. RFP – Request for Proposals for Renovations District Court of Maryland Headquarters dated April 1, 2014 including any and all amendments.
- h. Contract Manager – The Judiciary representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
- i. The AOC business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days on which the AOC has been closed by order of the Chief Judge).

1.3 Contract Type

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

1.4 Contract Duration

The Contract resulting from this RFP shall be for the construction period beginning with contract execution and ending no later than May 9, 2014, and will continue for one, until the expiration of the one-year warranty.

1.5 Procurement Officer

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

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

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

1.6 Contract Manager

**Lisa Ritter, Assistant Chief Clerk
Engineering and Central Services
District Court of Maryland**

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

1.7 Pre-Proposal Conference and Mandatory Walk-through

1. A Pre-Proposal Conference (Conference) will be held on **Monday, April 7, 2014** beginning at **2:00 P.M.** at 580 Taylor Avenue, A-3, Annapolis, Maryland 21401. We will meet in the main lobby. Attendance at the Conference is mandatory; all interested Offerors are **required** to attend in order to facilitate better preparation of their proposals.

Offerors must come equipped with any necessary measuring devices.

2. Parking - Go to the second light at Rowe Boulevard and Taylor Avenue and turn right on Taylor Avenue towards the Navy-Marine Corps Memorial Stadium. The second driveway at Gate #7 is the entrance to the stadium parking lot. Paid parking is available on the stadium parking lot at a cost of \$5 per day. The first 30 minutes are free. Follow the walking path across Taylor Avenue continuing along Herbert Sachs Drive and around the complex of State buildings. There is a sign that reads – Maryland Judicial Center, District Court Headquarters.

The lot will be accessed through gate/card/pay station system at Gate #7. The pay-on-foot station will accept cash or credit cards (Master Card & Visa). The pay-on-foot machine

will provide change as well as receipts. Upon payment of your parking fee, you will have 15 minutes to exit through the parking lot gate. The pay-on-foot station is located between the parking lot and the foot bridge to the District Courthouse.

Gate/Ticket Process:

- A. Enter via Gate #7, remove parking pass from machine. (Gate goes up)
- B. Proceed to parking and complete task. When you leave your vehicle, remember to take your parking pass with you. (Note: 1st 30 minutes are free)
- C. At pay-on-foot station, insert parking pass and payment (Cash/Credit)
- D. Remove parking pass and receipt. (Note: Upon payment, you have 15 minutes to exit through the parking lot gate)
- E. Proceed to gate and insert pass into machine. (Gate goes up)

1.8 Questions

- 1.8.1 The Procurement Officer, shall accept written questions from prospective Offerors. Questions may be submitted to the Procurement Officer by email.
- 1.8.2 The Procurement Officer shall, attempt to communicate an answer and decide whether an answer can be given before the proposal due date. Answers to all substantive questions that are not clearly specific only to the requestor, shall be posted to the Maryland Judiciary's website and eMaryland Marketplace.

1.9 Proposal Due (Closing) Date

An original and three copies of each proposal (technical and financial) must be received by the Procurement Officer, no later than **12:00 noon on April 14, 2014** in order to be considered. An electronic version (CD) of the Technical Proposal must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal must be enclosed with the original Financial Proposal. All CDs must be labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

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

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

1.10 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for the later of: (1) 30 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested, or (2) the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.11 Revisions to the RFP

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

1.12 Cancellations

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

1.13 Oral Presentations/Discussions

1.13.1 Offerors may be asked to make oral presentations summarizing their technical proposal to Judiciary representatives. The expectation is that the oral presentation will be scheduled within days after proposal receipt. The Procurement Officer will notify Offerors of the time and location.

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

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

- Description and demonstration of how the Offeror plans to meet the identified requirements in the RFP and RFP Attachments.

- Offeror's experience and capabilities as it relates to this RFP
- Description of the Offeror's organization

1.14 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.

1.15 Economy of Preparation

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

1.16 Protests/Disputes

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

1.17 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

1.18 Access to Public Information Act Notice

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

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

1.19 Offeror Responsibilities

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

exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization consents to the terms of the RFP and will guarantee the performance of the subsidiary.

1.20 Mandatory Contractual Terms

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

1.21 Proposal Affidavit

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

1.22 Contract Affidavit

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

1.23 Minority Business Enterprises

An MBE Subcontractor participation goal of zero has been established for this solicitation.

1.24 Arrearages

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

1.25 Procurement Method

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

1.26 Verification of Registration and Tax Payment

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

the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.27 Payments by Electronic Funds Transfer

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

<https://interactive.marylandtaxes.com/extranet/gad/GADLogin/login.asp>

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SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Requirements

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

- 2.1.1 Offerors must be a commercial contractor licensed and bonded in the State of Maryland.
- 2.1.2 The principal of the organization must have at least 3 years of experience renovating commercial interiors of 1,000 or more square feet.
- 2.1.3 The organization must have at least 2 years of experience renovating commercial interiors of 1,000 or more square feet.

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SECTION 3 – STATEMENT OF WORK

3.1 Summary

The Administrative Office of the Courts is issuing this Request for Proposals to award one contract to provide all labor, materials, supervision and expertise, required to renovate an existing Office Suite located at 580 Taylor Avenue, Suite A-3, Annapolis, Maryland 21401 and convert it into a new Office Suite.

All work must be completed no later than May 9, 2014.

3.2 Background Check

3.2.1 Contractor shall furnish to the Contract Manager a minimum of ten days prior to commencement of work, a completed Maryland Department of General Services Authorization of Release of Information form (Attachment E) and a Maryland Department of General Services Police Contractors Security Clearance form (Attachment F) for each person entering a Department of General Services facility for each project.

3.3 General

3.3.1 Construction Work: Suite A-3 currently houses the Engineering Offices for the District Court of Maryland. The layout includes one large office, an open office space for 2 staff and rotary files, and 2 private offices. The scope of work for the renovations to Suite A-3 includes the following:

The proposed design will convert the existing office suite into one large office, 1 double person open administrative space and a conference room. These new spaces will be created as follows:

1. Conference Room: demolish the wall between offices at the north end of the Suite; demolish one door and infill wall; carpet and paint the entire room; re-switch lights (all 4 on one switch); relocate light fixtures and diffusers, if needed.
2. Open Administrative Area: the open administrative work area will be reduced in size with the relocation of the south office wall; relocate Johnson Controls from current position behind bookcase to an open area near the new entrance to the office suite; relocate existing door from corridor to the north, near the conference room wall; infill existing door opening; carpet and paint; relocate light fixtures if needed; relocate air supply diffuser; re-align office to corridor wall; re-install data, electric in new wall.
3. Executive Office: demolish the existing interior office wall and provide a new wall in line with the window mullions, enlarging the office by approximately 3 feet;

relocate existing office door in new wall; move light/occupancy sensor to new wall; reinstall data and electric in new wall; carpet and paint; relocate light fixtures and air diffusers as needed.

4. Office (across the hall): demolish corridor door and infill wall; demolish casework associated bulkheads; re-switch if needed; carpet and paint.

3.3.2 Drawings and Specifications: Architectural drawings and specifications for the proposed renovation have been prepared by Wilson + Mariani, LLC and are included as Attachments G through P.

3.3.3 Contractor shall perform all work in accordance with Wilson + Mariani, LLC's drawings and specifications. If there are any inconsistencies between the RFP and Attachments G through P, the terms of this RFP shall prevail.

3.3.4 Progress Meetings: Progress meetings will be required every week during the course of construction. Meetings will be held on the job site during regular business hours, between 8:00 a.m. to 5:00 p.m., on a day to be determined by the AOC. Attendance shall include the Contractor's Superintendent and AOC's Contract Manager, and any other persons determined to be essential for the project.

3.3.5 Contractor shall complete all work by May 9, 2014.

3.4 Work Hours

3.4.1 All work shall be completed after hours on nights and weekends. Monday – Friday, 5:00 P.M. – 6:00 A.M.; Sat. & Sun. 7:00 A.M. – 12:00 A.M. Work schedule/hours shall be approved by AOC's Contract Manager.

3.5 Contractor's Responsibility

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

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

3.5.3 The Contractor shall perform all work in accordance with the terms, provisions, conditions, lines, grades, typical cross-sections, dimensions, and other data required

by the contract documents, including the furnishing of all materials, services, implements, machinery, equipment, tools, supplies, transportation, labor, and all other items necessary for the satisfactory prosecution and completion of the project in full compliance with the requirements of the contract documents.

- 3.5.4 Permits: Contractor shall be responsible for obtaining all required permits for construction of the proposed work.
- 3.5.5 Drawings: The Contractor shall do no work without proper drawings and/or instructions. Drawings may or may not be drawn to scale, and symbols may be used to indicate materials and structural and mechanical requirements. When symbols are used, those parts of the drawings are of necessity diagrammatic or schematic and it is not possible to indicate all connections, fittings, fastenings, etc., which are required to be furnished for the proper execution of the work. Diagrammatic or schematic indications of piping, duct work and conduit and similar items in the work are subject to field adjustment in order to obtain proper grading, fitting passage over, under or past obstructions, to avoid exposure in finished rooms and unsightly and obstructing conditions. The Contractor shall make these adjustments at no increased cost to the AOC.
1. Copies Furnished: AOC will furnish the Contractor without cost, PDF files of drawings and specifications.
- 3.5.6 Dimensions: The Contractor shall carefully check all dimensions prior to execution of the particular work. Whenever inaccuracies or discrepancies are found, the Contractor shall consult AOC's Contract Manager prior to any construction or demolition. Should any dimensions be missing, AOC's Contract Manager must be consulted and they will supply them prior to execution of the work. Dimensions for items to be fitted into constructed conditions at the job will be taken at the job and will be the responsibility of the Contractor. Whenever a stock size manufactured item or piece of equipment is specified or is proposed by the Contractor to be furnished, it is the responsibility of the Contractor to determine the actual space requirements for setting or entrance to the setting space. Adjustments in order to accommodate the particular item of equipment furnished by the Contractor will not be allowed.
- 3.5.7 Conformity To Drawings: Unless the Contractor has, in writing, expressly notified the AOC's Contract Manager to the contrary at the time of the submission, AOC and AOC's Contract Manager may assume that shop drawings and other submittals from the Contractor are in conformity with the contract documents and do not involve any change in the contract price, do not require any change which will alter the space within the structure or alter the nature of the building or work from that contemplated by the contract documents, and do not constitute a substitution of materials or equipment or a change in the contract or the scope of work. If the Contractor fails to give notice strictly in accordance

with this subsection, approval of any shop drawing or submittal shall not be binding on the AOC.

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

1. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in 3.5.8 above; provided, however, the time prescribed may be extended by AOC's Contract Manager in writing.
2. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

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

3.5.10 Cutting And Patching of Work:

1. The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its several parts *fit* together properly.
2. The Contractor shall not damage or endanger any portion of the work or the work of the owner or any separate contractors by cutting, patching or otherwise altering any work. The Contractor shall not cut or otherwise alter the work of the owner or any separate contractor except with the written consent of the owner and of such separate contractor. The Contractor shall

not unreasonably withhold from the owner or any separate contractor his consent to cutting or otherwise altering the work.

3.5.11 Unauthorized Work: The Contractor shall not be paid for any work outside the scope of the work not authorized in writing by AOC's Procurement Officer.

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

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

1. Any unacceptable or defective work, shall be promptly removed and replaced by work and materials which shall conform to the contract requirements or shall be remedied otherwise in an acceptable manner authorized by AOC's Contract Manager.
2. Upon failure of the Contractor to comply promptly with the provisions of this section, the AOC shall have authority to cause defective or unacceptable work to be remedied or removed and replaced and unauthorized work to be removed at the Contractor's expense.
3. Any time lost by the Contractor for correction of unacceptable work shall be made up by the Contractor's expense and shall not be cause for a delay in performance.

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

1. Materials include all equipment; parts; products; methods of construction or of performing the work which may be the subject of a patent, copyright or other right or restriction governing its use; and processed and unprocessed natural substances required for completion of the contract. The Contractor, in accepting the contract, is assumed to be thoroughly familiar with the materials required and their limitation as to use and requirements for connection, setting, maintenance and operation. Whenever an article or material or equipment is specified and a fastening, furring,

connection (including utility connections), access hole, flashing closure piece, bed or accessory is normally considered essential to its installation in good quality construction, such shall be included as if fully specified. Nothing in these specifications shall be interpreted as authorizing any work in any manner contrary to applicable laws, codes or regulations.

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

3.5.18 Clean Up: The Contractor shall at all times keep the construction area, including storage areas, free from accumulations of waste materials or rubbish. Prior to completion of the work, Contractor shall remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of AOC. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat, and workmanlike condition as approved by the AOC Contract Manager.

3.6 AOC Responsibilities

3.6.1 Notice to Proceed: After the contract has been executed the AOC Contract Manager will issue to the Contractor a “Notice to Proceed.” This notice shall stipulate the date the Contractor is to begin work. Any preliminary work started or materials ordered before receipt of the “Notice to Proceed” shall be at the risk of the Contractor.

3.6.2 AOC will provide access to the work site. The AOC Contract Manager will be available to answer questions, and will coordinate closely with the Contractor’s representative.

3.7 Acceptance

The AOC’s Contract Manager shall have the authority to determine acceptable/unacceptable work. Upon completion, a walk-through shall be conducted with the AOC’s Contract Manager and the Contractor. A “punch list” of items that need to be repaired will be given to the Contractor. The Contractor must complete repairs within 7 days of walk-through. Final acceptance shall occur upon satisfactory completion of all repairs.

3.8 Warranty

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

3.9 Invoicing

3.9.1 All invoices shall be submitted within 30 calendar days after the completion and acceptance by AOC and shall include the following information: name and address of AOC, Contractor name, remittance address, federal taxpayer identification or if owned by an individual the social security number, invoice period, invoice date, invoice number, amount due, and the PO number(s) being billed. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

3.9.2 In applying for final payment, the Contractor shall submit, in addition to the above, a certificate that he has paid:

- (a) All labor to date,
- (b) All vendors and material suppliers in full for all items received, and
- (c) All subcontractors in full.

3.10 Insurance

- 3.10.1 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be delivered to the Procurement Officer before the actual implementation of the Agreement.
- 3.10.2 All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate and positive notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Contractor, at least 60 days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Administrative Office of the Courts.
- 3.10.3 The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requirement of any and all insurance as set forth in this RFP, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

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

- A. Worker's Compensation insurance as required by the laws of the State of Maryland and including Employer's Liability coverage with a minimum limit of \$500,000-each accident; \$500,000 disease-each employee; and \$500,000 disease-policy limit.
- B. Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal or bodily injuries and \$1,000,000 per occurrence and aggregate for property damage. A combined single limit per occurrence of \$2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by or for the Administrative Office of the Courts within the scope of this Contract. Such insurance shall be: comprehensive general liability insurance including a

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

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

D. Comprehensive Automobile Liability:

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

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

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

3.10.5 If any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverage's in the same amounts specified above and to make certificates of such insurance available to the AOC upon AOC's request.

3.10.6 The Contractor shall purchase and maintain property insurance (Builder's Risk) covering the project, including improvements to real property and goods and materials on the site to be incorporated into the project. Such property insurance shall be written on an "All Risk" Basis covering physical loss and damage including theft, vandalism and malicious mischief, collapse, water damage, and such other perils as may be applicable to the project. Such insurance shall include the interest of AOC, the Landlord, the Contractor and all subcontractors as their interest may appear.

SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

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

4.2 Proposals

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

4.3 Submission

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

4.4 Volume I – Technical Proposal

- 4.4.1 Transmittal Letter: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 4.4.2 Format of Technical Proposal: Inside the sealed package described in Section 4.3, above, an unbound original, to be so labeled, three paper copies and one electronic version of the Technical Proposal shall be enclosed. Section 3 of this RFP provides requirements and this Section 4 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's technical

proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall allow AOC officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by paragraph number. The technical proposal shall include the following sections in the stated order:

- 4.4.3 Title and Table of Contents: The technical proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. **Note: Information that is claimed to be confidential under RFP Section 1.19 is to be printed on yellow paper and placed after the Title Page and before the Table of Contents in the Offeror’s Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential, Offeror must clearly designate any information that can reasonably be shown to be proprietary or confidential.**
- 4.4.4 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal and document that the Offeror meets the minimum qualifications in Section 2 in a separate section titled “Executive Summary.” The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to the Judiciary’s terms and conditions, the Executive Summary should so state.
- 4.4.5 Offeror Technical Response to RFP Requirements:
1. General. The Offeror shall address each RFP requirement in the Technical Proposal and describe how its proposed services will meet those requirements. If the Judiciary is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the Judiciary’s needs.
 2. Offeror shall submit a response to each item listed under Section 3.2 to 3.9.
- 4.4.6 Offeror Construction Schedule: The Offeror shall provide a detailed construction schedule in the form of a bar chart, including a delineation of all work to be completed during the project. The schedule should include all trades involved in the project and list all subcontractors proposed for the project.
- 4.4.7 Offeror History of Firm and Subcontractors: The Offeror shall include a brief description of its history and organization and of the history and organization of any proposed subcontractors.

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

1. An overview of the Offeror's experience providing the services, as applicable, to that included in this RFP. This description shall include: qualifications, background and experience of the Contract Manager and other staff proposed to work on the project.
2. A description of similar projects completed by the bidder within the past five years or longer. (Minimum of three (3) projects.)

4.4.9 References: Provide three (3) current customer references where the customer's needs are similar to those stated in the RFP. Provide the following information for each client reference:

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

4.4.10 Financial Capability and Insurance: The Offeror shall include the following, for itself, and, as applicable, for any corporate parent, or subsidiary.

1. Evidence that the Offeror has the financial capacity to provide the services, as described in its proposal, via profit and loss statements and balance sheets for the last two years.
2. By submitting a proposal in response to this solicitation, the offeror warrants that it is able to provide evidence of insurance required by RFP Section 3.
3. A copy of the Offeror's current certificates of insurance (property, casualty and liability), which, at a minimum, shall contain the following:
 - Carrier (name and address)
 - Type of insurance
 - Amount of coverage
 - Period covered by insurance
 - Exclusions

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

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

- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal)

4.5 Volume II - Financial Proposal

4.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, three bound copies, and one electronic copy (in MS Word or Excel) of the Financial Proposal in a separate envelope labeled as described in Section 4.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment E. Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal and in the format required in Section 1.18. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal. This is a fixed price Contract; prices are all inclusive and shall encompass all requirements in the RFP.

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

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SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

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

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

5.2 Technical Criteria

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

- Offeror Experience and Capabilities
- Offeror Technical Response to RFP Requirements
- References

5.3 Financial Criteria

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

5.4 Selection Process and Procedures

5.4.1 General Selection Process:

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

5.4.2 Selection Process Sequence:

1. The first step in the process will be to assess compliance with the Offeror Minimum Qualifications set forth in Section 2 of the RFP. Offerors who fail to meet these basic requirements i.e, are qualified or potentially qualified will be disqualified and their proposals eliminated from further consideration.
2. The next step in the process will be an evaluation for technical merit. During this review oral presentations and discussions may be held with qualified or potentially qualified Offerors. The purpose of such discussions will be to assure a full understanding of the AOC requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to AOC. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the AOC. The Procurement Officer will contact Offerors if and when the schedule is set by the AOC.
3. Offerors must confirm in writing any oral clarification of, amendment to or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's Proposal.
4. The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.
5. 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.

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ATTACHMENTS

Attachment A	Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Price Proposal Form
Attachment E	Authorization Release of Information
Attachment F	Contractor's Security Clearance
Attachment G	C-1, General Notes, Material Legend
Attachment H	A-1, Exist/Third Floor Demolition Plan
Attachment I	A-2, Proposed Third Floor
Attachment J	A-3, Exist/Third Floor Ref. Ceiling Plan
Attachment K	E-1, Electrical Plan
Attachment L	Steel Doors and Frames
Attachment M	Gypsum Board Systems
Attachment N	Resilient Flooring
Attachment O	Carpeting
Attachment P	Painting

ATTACHMENT A - CONTRACT

Contract number: K14-0040-40

MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS RENOVATIONS AT THE DISTRICT COURT OF MARYLAND HEADQUARTERS

STANDARD TERMS AND CONDITIONS

This Contract is made this ____ day of _____ 2014, by and between the Administrative Office of the Courts (the "AOC") in the State of Maryland and **corporate name plus address** (the "Contractor") with Federal Taxpayer Identification Number **XX-XXXXXXX**.

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

1. Scope of Contract

- 1.1 The Contractor shall provide **describe product** (hereinafter the "Goods") **and/or services** (hereinafter "Services"), and other deliverables in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

Exhibit B: Request for Proposal dated **issue date** and all amendments and exhibits thereto (collectively referred to as the "RFP")

Exhibit C: Contractor's Proposal dated **date of response** and subsequent BAFO dated _____ **2014** (collectively referred to as "the Proposal")

- 1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between Exhibits B and C, Exhibit B shall prevail.
- 1.3 The Procurement Officer may, at any time, by written order make changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section.

- 1.4 Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty days (30) of receipt of a written change order and include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.
- 1.5 Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2. Term of the Contract

Unless the Contract is terminated earlier as provided herein, the term of the Contract is the period beginning on **month/ day/, 2014** and ending on **month/day/year**. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including **specify** additional successive one-year terms, if any.

3. Consideration and Payment

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

may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with this Contract. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. Final payment shall not be construed as a waiver or termination of any rights and remedies available to AOC for any failure of Contractor to perform the Contract in a satisfactory and timely manner.

4. Warranties

The Contractor hereby represents and warrants that:

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

5. Non-hiring of Employees

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

6. Non-employment of Contractor's employees

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

7. Disputes

Any claim regarding the proper interpretation of this Contract shall be submitted, in writing, to the Procurement Officer, together with a statement of grounds supporting the Contractor's interpretation. Pending resolution of a claim by the Procurement Officer, the Contractor shall

proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. An adverse decision to the Contractor may be appealed by the Contractor to the Appeals Board within 15 days of the Procurement Officer's decision.

8. Maryland Law

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

9. Amendments

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

10. Non-discrimination in Employment

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

11. Contingent Fee Prohibition

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

12. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Contract succeeding the first fiscal year, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the AOC's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the AOC from

future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The AOC shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

13. Termination for Cause

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

14. Termination for Convenience

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

15. Delays and Extensions of Time

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

16. Suspension of Work

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

17. Pre-existing Regulations

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

18. Financial Disclosure

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

19. Political Contribution Disclosure.

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

20. Right to Audit

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

21. Cost and Price Certification

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

22. Subcontracting and Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the Procurement Officer's prior written approval, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the Procurement Officer's prior written approval. Any such subcontract or assignment shall be subject to any terms and conditions

that the Procurement Officer deems necessary to protect the interest of the State. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

23. Indemnification

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

24. Public Information Act Notice

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

25. Conflict of Interest

- 25.1 "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State or the AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.
- 25.2 "Person" includes a contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have

the authority to control or supervise all or a portion of the work for which a bid or offer is made.

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

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

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

26. Notices

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

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

Contractor: specify

SIGNATURES:

In Witness Whereof, the parties have signed this Contract this _____ day of _____, 2014

Contractor:

_____ (SEAL) Date: _____

Signature
Authorized Representative

Maryland Judiciary:

_____ Date: _____
Gisela Blades, Executive Director
Procurements and Contract Administration

Approved for form and legal sufficiency this ____ day of _____, 2014

David R. Durfee Jr.
Executive Director, Legal Affairs

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

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

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

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

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

disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. ACKNOWLEDGEMENT

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

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ATTACHMENT C – CONTRACT AFFIDAVIT



CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name: _____

Department ID Number: _____

Address: _____

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

Name: _____
Department ID Number: _____
Address: _____

C. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

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

(signature of Authorized Representative and Affiant)

ATTACHMENT D – PRICE PROPOSAL FORMS

**PRICE PROPOSAL FORM
RFP No. K14-0040-40**

Price shall consist of all labor, materials, supervision and expertise, and any other component required to renovate an existing Office Suite located at 580 Taylor Avenue, Suite A-3, Annapolis, Maryland 21401 and convert it into a new Office Suite.

All work must be completed no later than May 9, 2014.

- 1. Total Price for all labor, materials, supervision and expertise, in accordance with RFP No. K14-0040-40** \$ _____

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

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

ATTACHMENT F – Contractors Security Clearance

Martin O'Malley
Governor

Anthony G. Brown
Lt. Governor



Alvin C. Collins
Secretary

MARYLAND DEPARTMENT OF GENERAL SERVICES POLICE
OFFICE OF THE CHIEF

CONTRACTORS SECURITY CLEARANCE

Date: _____

PCO: _____

Application / Employee Information

1. FULL NAME _____
(First) (Full Middle Name) (Last)

2. ADDRESS: _____

3. GENDER: _____ RACE: _____ HEIGHT: _____ WEIGHT: _____

4. DATE OF BIRTH: ___/___/___ 5. SS#: _____

6. DRIVER'S LICENSE #: _____ STATE: _____

7. HOME TELEPHONE #: _____

8. APPLICANT / EMPLOYEE TRADE: _____

9. ATTACH COPY OF APPLICANT'S DRIVER'S LICENSE - **(Make sure photo is clear and light enough to identify the individual)** Contractor (\$15.00 – Pay By Check /Money Order Only)

Company Information

1. NAME OF COMPANY: _____

2. ADDRESS OF COMPANY: _____

3. COMPANY TELEPHONE #: _____ FAX #: _____

4. Project #: _____ Building _____ Task _____

For Office Use Only NEW _____ RENEWAL _____ ADMIN SPECIALIST INT. _____

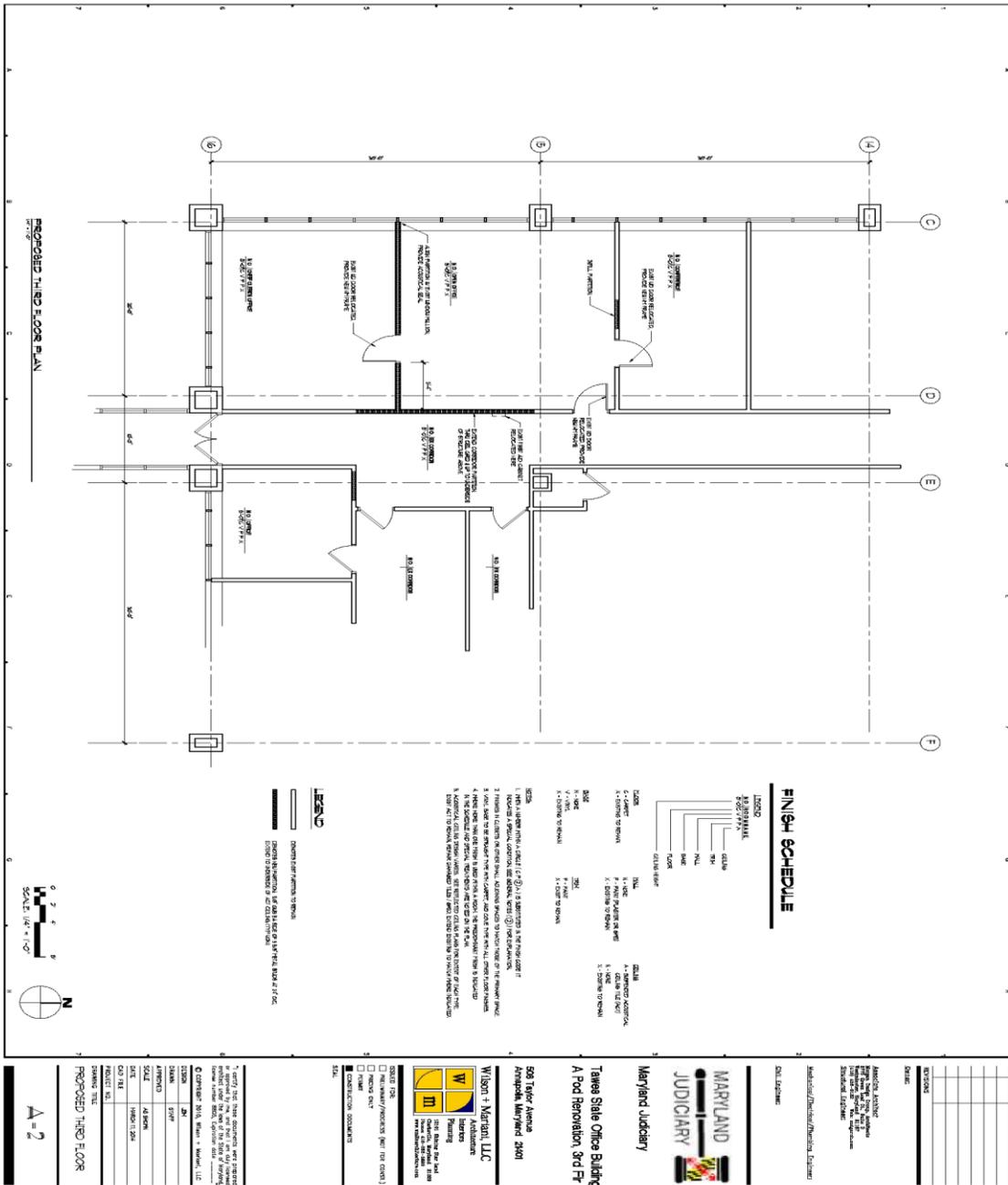
APPROVED _____ or DISAPPROVED _____

Reviewing Officer: _____ Date: _____

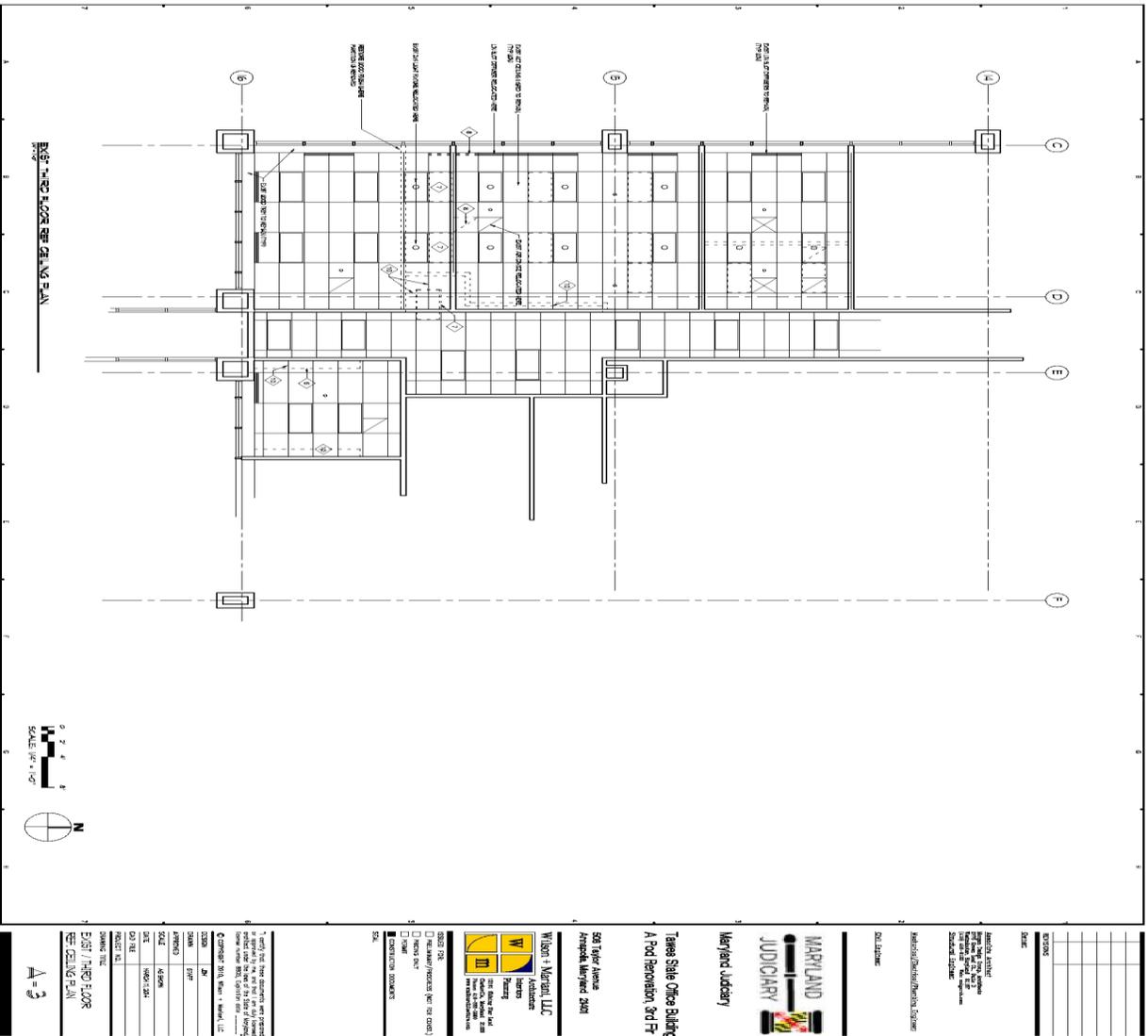
ID Card # Front _____ ID Card # Back _____ Payment _____

301 W. Preston Street ♦ Suite L-100 ♦ Baltimore, Maryland 21201

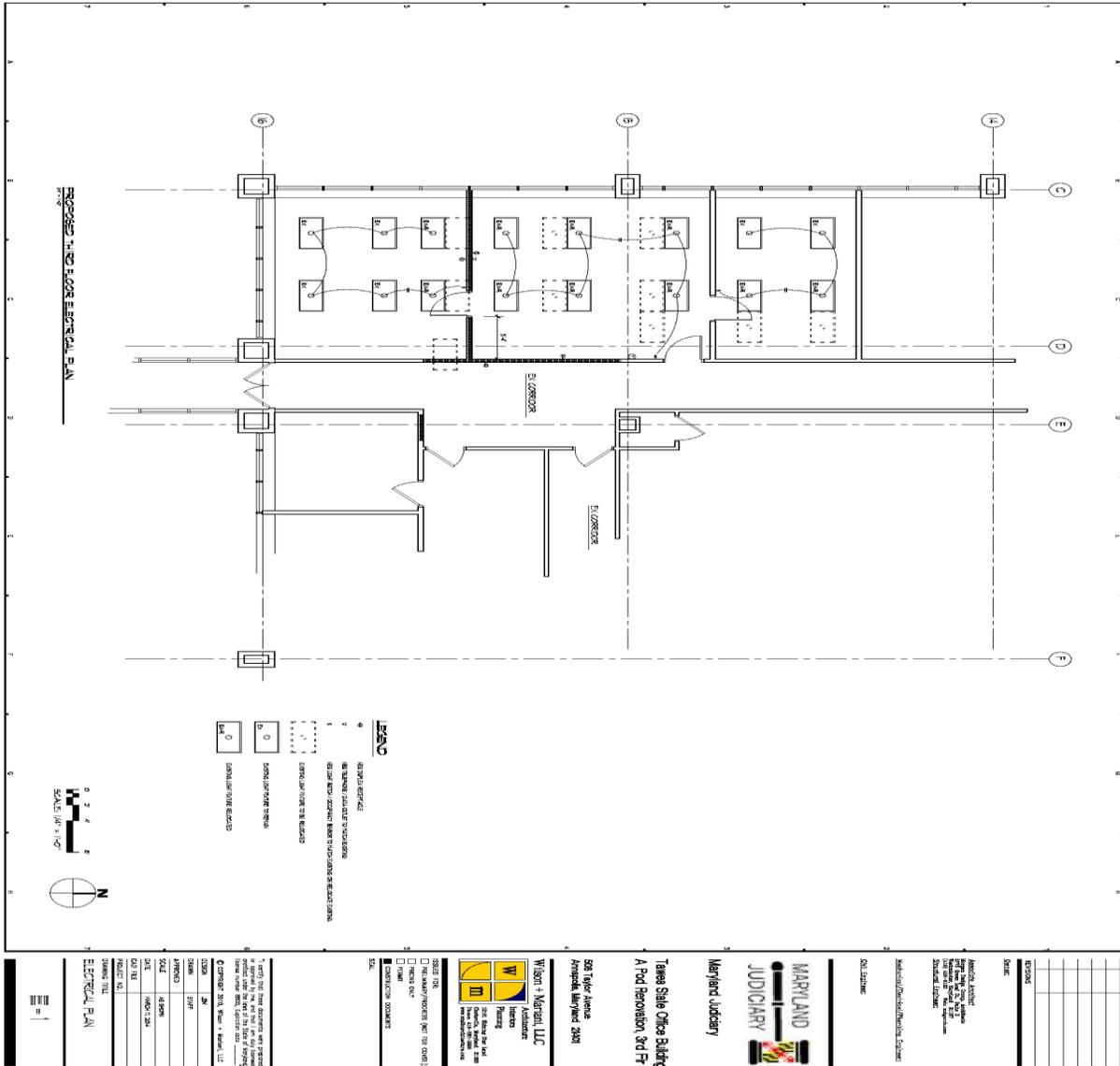
ATTACHMENT I – A-2, PROPOSED THIRD FLOOR



ATTACHMENT J – A-3, EXIST/THIRD FLOOR REF. CEILING PLAN



ATTACHMENT K – E-1, ELECTRICAL PLAN



ATTACHMENT L – STEEL DOORS AND FRAMES

SECTION 08 11 19

STEEL DOORS AND FRAMES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Steel door frames; non-rated.
- B. Installation of relocated doors.

1.2 SUBMITTALS

- A. Shop Drawings: Indicate door and frame elevations, internal reinforcement, cut-outs for glazing, louvers, and finish.
- B. Product Data: Indicate door and frame configurations, location of cut-outs for hardware reinforcement.

1.3 QUALITY ASSURANCE

- A. Conform to the following:
 - 1. SDI-100 - Standard Steel Doors and Frames.
 - 2. DHI - Door Hardware Institute- The Installation of Commercial Steel Doors and Steel Frames, Insulated Steel Doors in Wood Frames and Builder's Hardware.
 - 3. Handicapped: ANSI A117.1.

PART 2 PRODUCTS

2.1 DOOR FRAMES

- A. Manufacturers:
 - 1. Amweld Building Products, Inc.
 - 2. Ceco Door Products.
 - 3. Curries Company.
 - 4. Kewanee Corp.
 - 5. Pioneer Industries.
 - 6. Republica Building Products
 - 7. Steelcraft.

- B. Interior Frames: 16 gauge thick, zinc coated carbon steel material. Style SDI 100, combination buck, frame and trim formed integral to size and shape indicated on the drawings. Double equal rabbet frame with 2 inch face and ½ inch backbends, throat to accommodate actual thickness of partition, stops of 5/8 inch by frame width minus nominal door thickness for each side.

2.2 ACCESSORIES

- A. Silencers: Resilient rubber.
- B. Removable Stops: Rolled steel channel shape.
- C. Primer: Zinc chromate type.

2.3 FABRICATION - FRAMES

- D. Fabricate frames as welded unit. **Galvanizing repair paint: Rust inhibitive, having a VOC content not more than 250 g/L.**
- E. Transom Bars for Glazed Lights: Fixed type, of same profiles as jamb and head.
- F. Fabricate frames with hardware reinforcement plates welded in place. Provide mortar guard boxes.
- D. Reinforce frames wider than 48 inches with roll formed steel channels fitted tightly into frame head, flush with top.
- E. Prepare frame for silencers and install.
- F. [Fabricate frames to suit masonry wall coursing with 4 inch head member.

2.4 FINISH

- A. Steel Sheet: Galvanized to ASTM A525 G60.
- B. Primer: Baked.
- C. Factory Finish: Baked enamel of color as selected.
- D. Coat inside of frame profile with bituminous coating.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install doors and frames in accordance with ANSI/SDI-100.
- B. Coordinate installation of doors and frames with installation of hardware specified in Section [08 71 00].
- C. Coordinate with masonry, wallboard wall construction for frame anchor

placement.

- D. Install roll formed steel reinforcement channels between two abutting frames.
Anchor to structure and floor.
- E. Install door louvers, plumb and level.
- F. Coordinate installation of glass and glazing.

3.2 TOLERANCES

- A. Maximum Diagonal Distortion: 1/16 inch measured with straight edge,
corner to corner.

3.3 ADJUSTING

- A. Adjust door alignment for smooth and proper operation of all hardware.
- B. Doors with excessive warp in combination with misaligned frames shall be considered defective and shall be replaced or corrected.

**END OF
SECTION**

ATTACHMENT M – GYPSUM BOARD SYSTEMS

SECTION 09 21 16

GYPSUM BOARD SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Metal stud wall framing for non-bearing partitions.
- B. Gypsum board with taped and sanded joint treatment. (GWB)

1.2 SYSTEM DESCRIPTION

- A. Acoustic Attenuation for Identified Interior Partitions: STC in accordance with ASTM E90 as indicated on the drawings.

1.3 SUBMITTALS

- A. Samples: Submit product data for all gypsum systems used.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ASTM C840. GA-201 - Gypsum Board for Walls and Ceilings. GA-216 - Recommended Specifications for the Application and Finishing of Gypsum Board. GA-600 - Fire Resistance Design Manual.

1.6 REFERENCE STANDARDS

- A. ASTM International (ASTM):
 1. ASTM C473 Standard Test Methods for Physical Testing of Gypsum Panel Products.
 2. ASTM C518 Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 3. ASTM C1002 Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.
 4. ASTM C1280 Standard Specification for Application of Gypsum Sheathing.
 5. ASTM D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.

6. ASTM D6329 Standard Guide for Developing Methodology for Evaluating the Ability of Indoor Materials to Support Microbial Growth Using Static Environmental Chambers.
7. ASTM E72 Standard Test Methods of Conducting Strength Tests of Panels for Building Construction.
8. ASTM E96 Standard Test Methods for Water Vapor Transmission of Materials.

PART 2 PRODUCTS

2.1 GYPSUM BOARD SYSTEM

- A. Acceptable Manufacturers (gypsum board):
 1. USG Corp.
 2. National Gypsum Company.
 3. Georgia Pacific Company
- B. Acceptable Manufacturers (studs).
 1. Dale / Incor
 2. Deitrich Industries
 3. Ware / Marino Steel Corp
- C. Studs and Tracks: ASTM C645; GA-216 and GA-600; roll formed, zinc coated galvanized sheet steel, minimum 25 gage thickness, C shape, with serrated faces. Use 20 gage studs or 16 inch on-center spacing on surfaces to receive tile or wall hung cabinets or shelving. Pre-punch holes in web for utilities. Wall deflection shall not exceed L/360. Provide additional studs/spacing, diagonal bracing and/or increased gage to meet deflection criteria.
- D. Furring, Framing and Accessories: ASTM C645. GA-216, and GA-600.
- E. Gypsum Board Types: 5/8 inch thick, maximum permissible length; ends square cut, tapered edges. Gypsum board products shall contain 100% recovered glue- gas gypsum (synthetic gypsum). Products shall be manufactured and of primary materials extracted/ harvested/ recovered within a 500 mile radius of the project site; unless noted otherwise as follows:
 1. Standard Type: ASTM C1396.
 2. Fire Rated Type: ASTM C1396 / C1396M fire resistive, moisture resistant, UL rated, non-combustible per ASTM E136. "Type X or Firecode C".
 3. Moisture Resistant Type: ASTM C630.
 4. Gypsum Core Board: ASTM C442, square edges.

2.3 ACCESSORIES

- A. Acoustical Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board.
- B. Corner Beads: Metal.
- C. Edge Trim: GA 201 and GA 216, Type L bead U shape exposed reveal bead.
- D. Joint Materials: ASTM C475, reinforcing tape, joint compound, adhesive, and water.
- E. Fasteners: ASTM C1002 Type S12 hardened screws.
- F. Adhesive: ASTM C557.

PART 3 EXECUTION

3.1 INSTALLATION - METAL STUDS

- A. Install studding in accordance with ASTM C754. GA-201, GA-216 and GA-600.
- B. Metal Stud Spacing: Maximum of 24 inches on center or as indicated on the drawings.
- C. Partition Heights: Extend gypsum board to minimum of 6 inches above finish ceiling unless otherwise indicated on the drawings
- D. Extend studs full height to structure above or provide diagonal bracing to meet deflection criteria.
- E. Space studs 16 inches on-center where partitions is to receive tile or wall hung cabinets.
- F. Install studs in accordance with manufacturer's limiting height tables.

3.2 INSTALLATION - WALL FURRING

- A. Erect free standing metal stud framing tight to concrete masonry walls; attached by adjustable furring brackets in accordance with manufacturer's instructions. Erect vertically.
- B. Space furring maximum 24 inches on center or as indicated on the drawings.
- C. Where indicated, Install insulation between furring attached to concrete masonry walls in accordance with manufacturer's instructions.
- D. Install furring as required for fire resistance ratings indicated.

3.3 INSTALLATION - ACOUSTICAL ACCESSORIES

- A. Place acoustical insulation in partitions tight within spaces, around cut openings, behind and around electrical and mechanical items within or behind partitions, and tight to items passing through partitions.

- B. Install acoustical sealant within partitions in accordance with manufacturer's instructions.

3.4 INSTALLATION - GYPSUM BOARD

- A. Insure that insulation and vapor barrier is installed properly. Vapor barrier shall be installed on "warm" side of the insulation (typically in the interior side of exterior studs). It shall be lapped and sealed. Refer to Section 07 26 00.
- B. Install gypsum board in accordance with GA-201, GA-216 and GA-600.
- C. Fasten gypsum board to furring or framing with screws. Staples may only be used when securing the first layer of double layer applications.
- D. Place control joints consistent with lines of building spaces as indicated.
- E. Place corner beads at external corners as indicated. Use longest practical length.
 - Place edge trim where gypsum board abuts dissimilar materials.
- F. Treat cut edges and holes in moisture resistant gypsum board and exterior gypsum soffit board with sealant.

3.5 JOINT TREATMENT

- A. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
- B. Feather coats onto adjoining surfaces so that camber is maximum 1/32 inch.
- C. Taping, filling, and sanding is not required at surfaces behind adhesive applied ceramic tile.

3.6 TOLERANCES

- A. Maximum Variation from True Flatness: 1/8 inch in 10 feet in any direction.

**END OF
SECTION**

ATTACHMENT N – RESILIENT FLOORING

SECTION 09 65 00

RESILIENT FLOORING

PART 1 GENERAL

1.1 SECTION

INCLUDES A.

Resilient base.

1.2 SYSTEM DESCRIPTION

A. Floor Base Materials: Conform to applicable code for flame/smoke rating requirements of 0 /25 in accordance with ASTM E84.

1.3 SUBMITTALS

- A. Product Data: Provide material specifications, characteristics, and instructions for using adhesives and grouts.
- B. Samples: Submit three samples illustrating color range for selection.
- C. Maintenance Instructions: Include recommended cleaning methods, cleaning materials, stain removal methods and polishes and waxes.

1.4 MAINTENANCE / EXTRA MATERIALS

A. Provide and deliver as directed by the Owner [2] 5 percent or 25 sq ft of tile of each color and type selected. Material shall be packaged with protective covering or boxed and labeled for identification. Deliver to area designated by the Owner.

PART 2 PRODUCTS

2.1 BASE MATERIALS

- A. Base: FS SS-W-40, Type 2 vinyl; Vinyl; top set coved; premolded external corners:
- 1. Height: 4 inch
 - 2. Thickness: 1/8 inch thick

3. Color: As selected by Architect from full range.
 4. Manufacturers:
 - a. Johnsonite.
 - b. The RCA Rubber Co.
 - c. Roppe Corp.
- B. Base Accessories: Premolded end stops and external corners, of same material, size, and color as base.

2.2 ACCESSORIES

- A. Subfloor Filler: type recommended by floor material manufacturer.
- B. Primers and Adhesives: Waterproof, type recommended by floor material manufacturer.
- C. Sealer and Wax: Types recommended by floor material manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Verify concrete floors are dry to a maximum moisture content of 7 percent, and exhibit negative alkalinity, carbonization, or dusting.
- B. Fill minor or local low spots and other defects with subfloor filler.
- C. Vacuum clean substrate.
- D. Apply primer to all surfaces to receive resilient flooring.

3.2 INSTALLATION - BASE MATERIAL

- E. Adhere base tight to wall and floor surfaces.
- F. Fit joints tight and vertical. Miter internal corners. At external corners, use pre-molded units V cut back of base strip to 2/3 of its thickness and fold.

3.3 CLEANING

- A. Remove excess adhesive from surfaces without damage.
- B. Clean, seal, and wax surfaces in accordance with manufacturer's instructions.

**END OF
SECTION**

ATTACHMENT O – CARPETING

SECTION 09 68 16

CARPETING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Manufacturers
- B. Testing Protocols
- C. Performance Requirements
- D. Product Specifications
- E. Environmental Requirements
- F. Warranties
- G. Exclusions
- H. Installation
- I. Maintenance
- J. Accessories

1.2 REFERENCES

- A. American Association of Textile Chemists and Colorists (AATCC)
 - 1. AATCC 16, Test Method of Color fastness to Light.
 - 2. AATCC 107, Test Method for Color fastness to Water.
 - 3. AATCC 129, Test Method for Color fastness to Ozone in the Atmosphere Under High Humidity.
 - 4. AATCC 134, Test Method for Electrostatic Prosperity of Carpets.
 - 5. AATCC 165 - (93), Test Method for Color fastness to Crocking: Carpets - AATCC Crock Meter Method.
 - 6. AATCC 175 - (98), Test Method for Stain Resistance: Pile Floor Coverings.
 - 7. AATCC 189, Test Method for Fluorine Content of Carpet Fibers.
 - 8. AATCC 164, Test Method for Color fastness to Oxides of Nitrogen in the atmosphere under High Humidities.
- B. American Society for Testing and Materials (ASTM)
 - 1. ASTM D418- (12), Methods for Testing Pile Yarn Floor Covering Construction (Finished Pile Thickness Only).
 - 2. ASTM D5848, Standard Test Method for Mass Per Unit of Pile Yarn for Floor Covering.
 - 3. ASTM D5823, Standard Test Method for Tuft Height of Pile Floor

- Coverings.
- 4. ASTM D5793, Standard Test Method for Binding Sites Per Unit Length or Width of Pile Yarn Floor Coverings.
- 5. ASTM D1335 - Standard Test Method for tuft Bind of Pile Yarn Floor Covering.
- 6. ASTM E648 - Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
- 7. ASTM E662- Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
- 8. ASTM D3676, Standard Specification for Rubber Cellular Cushion Used for Carpet or Rug Underlay (covers thickness, Compression Resistance, Volume, Density, Compression Set, and Accelerated Aging).
- 9. ASTM D3574, Standard Test Methods for Flexible Cellular Materials - Slab, Bonded, and Molded Urethane Foams.
- 10. ASTM D3936, Standard Test Method for Resistance to Delamination of the Secondary Backing of Pile Yarn Floor Covering.
- C. International Standards Organization (ISO):
 - 1. ISO 2551, Test Method for Dimensional Stability (Aachen test)
- D. Supplemental Testing Procedures:
 - 1. PT - 155 - Rev. 86, Loop Pile Run Resistance test.
- E. U.S. Department of Housing and Urban Development (HUD)
 - 1. HUD UM 44D- (93), HUD Building Product Standards and Certification Program for Carpet.

1.3 PERFORMANCE REQUIREMENTS

- A. Comply with the following performance requirements:
 - 1. Radiant Panel: ASTM E 648: > .45 watts/sq. cm: Class 1
 - 2. Smoke Density: ASTM E662: 450 Flaming Mode - Maximum
 - 3. Static Generation: AATCC 134: 3.5 KV - Maximum
 - 4. Lightfastness: AATCC 16E: Min 4.0 at 40 hrs.
 - 5. Crocking: AATCC 165: 4.0 - Wet/Dry
 - 6. Cold Water Bleed: AATCC 107: 3.0 - Minimum
 - 7. Ozone Fade: AATCC 129: 3.0 - Minimum
 - 8. Soil Protection: AATCC 189: 500 PPM Min.
 - 9. CRI Green Label Plus Air Quality Cert.: Pass
 - 10. Stain Protection: AATCC 175: Equal to or greater than 8.0 on Red 40 Stain Test
 - 11. CRI Appearance Retention Rating: 3.0 minimum - Heavy Traffic
3.5 minimum - Severe Traffic
- B. Comply with the following construction performance requirements:

1. Must have no secondary backing post applied in manufacturing process that could eventually delaminate though installed application.
2. Must be impervious to moisture
- C. Special Performance Requirements:
 1. Must contain soil protection.
 2. Must have permanent anti-stat fiber.
 3. Must have Trilobal cross-section.
 4. Must be at least 18 dpf fiber
 5. Must be type 6, 6 continuous filament nylon
- D. Everset Test Requirements:

1. AATCC 175	8.0 minimum on red 40 stain
2. AATCC 165	5.0 on color transfer scale
3. AATCC 107 (Modified) (High pH)	4.5 - gray scale
4. AATCC 175 (Modified) (10% bleach)	4.0 - gray scale

1.4 SUBMITTALS

- A. Manufacturer's Data
 1. Submit two (2) copies of manufacturer's specifications and installation instructions for Broadloom carpet and related items specified.
- B. Fiber Requirements
 1. Submit certification from the fiber producer verifying the following: A. Use of the specified fiber in the submitted carpet product.
- C. Warranties
 1. Submit warranties as described in Section 1.3
- D. Maintenance
 1. Maintenance Manual - submit manual of carpet manufacturer's recommendations for the general care, cleaning and maintenance of carpet products.
- E. Certificate of Compliance
 1. Submit certified test reports that carpet meets all the performance requirements stated above in Section 1.3 Performance requirements. Submit certified test reports from a NVLAP Certified Lab that carpet meets all the performance criteria.
- F. Shop Drawings
 1. For carpeted submit shop drawings showing installation of carpeting, pattern direction, necessary installation accessories, and provisions for work of other trades. Show location of different location of different patterns or styles of carpet. Also show locations of any threshold conditions.
 - A. The contractor will supply reproducible prints on request, to facilitate shop drawing preparation.

G. Samples

1. Submit standard-size carpet samples of each type of carpet, in each specified pattern, color, and construction.
2. Any alternates to specified products must be submitted for approval by a representative of the end user or architect/ design firm at least ten (10) working days prior to bid or proposal.
 - a. Final Sample Submittal
 1. Submit two (2) sets of samples for each carpet type.
 2. No carpet shipments are permitted until acceptance of final samples is given by representative of the end user or architect/design firm, certifying that samples are the approved color, pattern and texture.
 - b. Custom Color only
 1. A representative of the end user or architect/ design firm, certifying that the samples are the approved color, pattern and texture, shall sign high quality color samples.
 2. Samples submitted are assumed to be the manufacturer's best obtainable match to the color described under Materials Section.
 - c. EverSet Procedures:
 1. Demonstrate that carpet stain resistance technology conforms to the color described under Materials Section.
 - a. Application System:
 1. Topical applications are not acceptable
 2. Must be durable to liquid stains after 10 commercial hot water extractions and show min. of 3.5 on AATCC gray transfer scale after extractions on all stains.
 - b. Cleanability:
 1. 96% of all water based liquid stains, whether coloring stains such as wine, kool-aid, coffee, coke, or neutral stains must be removed by water only.
 2. Chemical cleaning agents are not acceptable as cleaning agents.
 3. Must have stain removal warranty with no time limit from spill to removal date (all other stain warranties state 3 day maximum prior to stain removal).
 4. Must be able to enhance stain resistance of all solution dyed fibers (Invista, Solutia, BASF) to include stains covered by EverSet.
 - c. Resists the following stain classes:

1. Must show stain protection against neutral stains.
- d. Resist Color destroying compounds:
 1. Must show bleach resistance on 24 hr bleach test (10% solution) with a 3.0 on AATCC gray scale after 10 commercial hot water extractions.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data

1. Include maintenance procedures, recommended cleaning and stain removals materials, and recommended cleaning schedule. Include product data and Material Safety Data Sheets (MSDS) for cleaning and stain-removal materials.

B. Installation Instructions

1. Include detailed installation procedures. Include carpet installation procedures, adhesive types, trowel sizes, spread rates open times, and Material Safety Data Sheets (MSDS) for all carpet adhesives.

C. Warranties and Performance Certifications

1. Submit written warranties for all products as well as Performance testing results on all items included in Warranty section (including all testing results mandated by EverSet warranty on EverSet products) and Performance section of this specification.

1.6 QUALITY ASSURANCE

A. Single Source Responsibility: Provide products from a single manufacturer.

1. Warranties must be stranded and not job specific.
2. All styles must come from the same manufacturer.

1.7 QUALIFICATIONS

A. Manufacturer

1. Company specializing in manufacturing commercial carpet with minimum five (5) years (documented) experience.

B. Installer/ Flooring Contractor Qualifications

1. Carpet contractor must provide all the necessary licenses, performance bonds, and insurance certificates that comply with all local, state, and federal laws, ordinances, or codes prior to the start of the installation.
2. Carpet contractor shall be firm established not less than five (5) years and, if requested, shall submit evidence of having furnished and

- installed commercial carpet projects of similar size and scope for at least five (5) years.
3. Flooring Contractor to provide references at the request of the owner.
 4. Carpet Contractors must also be mill certified for installing products.
 5. Carpet Contractor will be responsible for the proper product installation, including floor preparation, in those areas indicated in the Drawings.
 6. Carpet Contractor to provide owner a written warranty that guarantees the completed installation be free from defects in materials and workmanship for a period of two (2) years after job completion.

1.8 PRE-INSTALLATION MEETINGS

- A. Convene one (1) week prior to commencing work of this section.
- B. Require attendance of (manufacturer), (installer), (contractor), (owner), (architect) and other parties directly affecting the work of this section.

1.9 DELIVERY, STORAGE AND HANDLING

- A. Deliver carpet in sealed protective rolls and accessories in sealed containers. Segregate each product (if several product styles are involved), according to style, color, pattern, dye lot, run number, and quantity.
- B. Store products in an enclosed and dry area protected from damage and soiling.

1.10 SITE ENVIRONMENTAL REQUIREMENTS

- A. Do not install carpet until areas have been fully enclosed and environmental conditions have reached the levels indicated during occupancy.
- B. Maintain ambient temperature and humidity conditions during and after installation of carpet at levels indicated during occupancy.
- C. Allow carpet to reach room temperature or minimum temperature recommended by manufacturer before beginning installation.
- D. Protect adhesives from freezing. Follow manufacturer's recommendations for minimum temperatures to which adhesives are exposed.

1.11 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on drawings.

1.12 SEQUENCING

- A. Sequence installation so as to minimize possibility of damage and soiling of carpet.

- B. Do not commence installation until painting and finishing work are complete, and ceiling and overhead work have been tested, approved and completed.
- C. Remove and replace existing carpet (renovations) in accordance with pre-approved architectural plan.

1.13 WARRANTY

- A. Warranty Performance Requirements:
 - 1. Warranties must be for Lifetime on all items.
 - 2. Lifetime warranties must cover face components and backing components.
 - 3. Warranties must be non-prorated.
 - 4. Carpet manufacturer must warrant both product and adhesive systems.
 - a. Fiber must have lifetime static warranty.
 - 5. Warranty - include coverage for
 - a. Provide carpet installer's warranty against defects in installation.
 - b. Provide full spectrum of Manufacturer's Lifetime warranties as outlined below:
 - 1. Wear
 - 2. Tuft Bind
 - 3. Static
 - 4. Edge Ravel
 - 5. Zippering
 - 6. Delamination
 - 7. Impervious to Liquids
 - 8. Dimensional Stability
 - 6. Supplemental Lifetime Warranty Items:
 - a. Protection against Anionic Stains.
 - b. Protection against Neutral Stains.
 - c. Protection against Color Transfer. (wet/dry)
 - d. Protection against Water Bleed.
 - e. Protection against Alkalis.
 - f. "Water" Stain Removal warranty

1.14 EXTRA MATERIALS

- A. Provide percent overage of calculated yardage for each type of carpet (include carpet needed for complete installation plus waste and usable scraps in calculated yardage) as specified by architect and/or end user. Recycle waste, unusable scrap and any carpet damaged during installation through manufacturer's environmental program.

- B. Deliver specified attic stock to Owner's designated amounts and to designated storage space, properly packaged and identified. Redirect small pieces of waste to be appropriately recycled.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. The Mohawk Group
500 Town Park Lane, #400
Kennesaw, GA 30144
Telephone: 800.554.6637
Website: www.themohawkgroup.com
- B. Substitutions or Equals
 - 1. Substitutions are allowed only if they meet the following criteria:
 - a. Acceptance of alternate product(s) that are not accepted as equals must be approved by parties (including, but not limited to) parties that have material interest in the specifications including: Designer, Architect, End-User and Flooring Contractor.
 - b. Products must meet the following:
 - 1. Must document NO 4 PCH
 - 2. Must not contain SBR Latex
 - 3. Must not contain PVC
 - 4. Unitary backs not acceptable
 - c. Length of manufacturing Specific Product(s): Must be in production at least five(5) years.
 - d. Must have documented installations.
 - e. Carpet colors indicated are preliminary selections only. Final color is subject to change within the carpet types indicated.

2.2 CARPET CONSTRUCTION

- A. All yarn and other carpet materials shall be manufacturer's first quality.
- B. Carpet Shall have the following construction characteristics.
 - 1. Must have no secondary backing.
 - 2. Must have multi-layer tufting foundation.

2.3 DETAILED PRODUCT CONSTRUCTION SPECIFICATIONS (carpet types)

- A. CPT-1
 - Style Name: Cross Country Modular
 - Gauge: 1/10

Face Weight	22 oz per sq yd
Construction:	Tufted
Dye Method:	Solution Dyed / Yard Dyed
Backing Material:	"Weldloc"
Face Yarn:	Nylon
Fiber Technology:	Nylon
Flooring:	Carpet Tile
Manufacturer:	The Mohawk Group - Bigelow
Collection:	Bigelow - Cross Country BC 145
Color:	Blue Ridge 7565
Location:	Open office Admin area & office.

B. CPT-2

Style Name:	Design Series
Gauge:	1/10
Construction:	Solid cut pile
Dye Method:	100% piece dyed Backing Material: Synthetic "Classic Back" Face Yarn: Antron Legacy Nylon 6,6
Fiber Technology:	Nylon
Flooring:	Broadloom
Manufacturer:	Shaw
Collection:	Design Series V30
Color:	To be selected
Location:	Chief Clerk's Office

2.4 ENVIRONMENTAL ATTRIBUTES AND CRITERIA

- A. Environmental claims by manufacturer must comply with FTC guidelines.
- B. Low Emitting Materials - Broadloom Carpet. Carpet must pass the Carpet and Rug Institute Green Label Plus Program for VOC emissions.
- C. Low Emitting Materials: Carpet and all installation components including adhesives, sealers, seam welds and seam sealers must meet the *Low Emitting Materials* standards as outlined in U.S. Green Building Council LEED criteria, Adhesives must meet VOC emissions standards per South Coast Air Quality Management District Rule # 1168.
- D. Installation adhesives must pass the CRI Green Label plus equivalent protocol for VOC emissions.
- E. End of Life Reclamation - Carpet manufacturers must have existing program in

place to achieve landfill diversion. Refer to Section 3.7 of this section for specific requirements for reclamation of material. ReCover - Carpet recycling program, call toll free 877-373-2925.

- F. Recycled Content: Carpet must contain 14% post-consumer recycled content based on total product weight.
- G. NSF/ANSI 140-2007e Platinum Certified

2.5 ACCESSORIES

- A. Leveling Compound: Latex type as recommended by carpet manufacturer; compatible with carpet adhesive and curling/sealing compound used on concrete.
- B. Multipurpose Adhesive: Low VOC Nu Broadlok™ premium multipurpose adhesive or Nu SprayLok™ adhesive, as recommended by carpet manufacturer for direct glue down of carpeting; comply with CRI Green Label Certification Program.
- C. Non-Metallic Carpet Edge Guard: Extruded or molded heavy-duty vinyl or rubber carpet edge guard of size and profile indicated; minimum two (2) inch wide anchorage flange; colors selected by (Architect) (Designer) from manufacturer's standard range of colors.
- D. Miscellaneous Materials: As recommended by manufacturer of carpet, cushion, and other carpet products; as required to complete installation.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates for conditions under which carpeting is to be installed.
- B. Verify that floor surfaces are smooth and flat within tolerances specified in Section 3.2 and are ready to receive work.
- C. Beginning of installation means installer accepts existing substrate conditions.

3.2 PREPARATION

- A. Allow new concrete to cure for 90 days before carpet installation starts.
- B. Perform moisture content testing as required by manufacturer's instructions to ensure pH readings of no more than nine (9). Moisture transmission of 5.0 lbs./sq. ft per 24 hours is acceptable. If values exceed this level, follow manufacturer's recommendations for moisture transmission mitigation. Do not proceed until unsatisfactory conditions have been corrected.
- C. Remove sub-floor ridges and bumps. Fill minor or local low spots, cracks, joints, holes and other defects with sub-floor filler.
- D. Fill, level and make smooth cracks 1/16 inch or more, holes unevenness, and

roughness with compatible latex floor patching compounds. Feather floor filling or leveling compound a minimum of four(4) ft. Sweep floor of loose granular debris prior to filling. After filling, allow filler to dry. Damp mop floor with warm water and allow to dry. Vacuum after mopping to ensure that loose granular debris is removed and to provide a proper substrate to install Broadloom carpet. Prohibit traffic until filler is cured.

- E. Vacuum floor again immediately before installation of carpeting.
- F. Confirm compatibility of Nu Broadlok™ premium multipurpose adhesive with curing compounds on concrete floors.
- G. Preheat areas to receive carpet to a minimum temperature of 68° F for 72 hours prior to installation, with a relative humidity of not more than 65%. Maintain minimum temperature of 50° F thereafter. Carpet and adhesive must be stored at a minimum temperature of 68° F, for 72 hours prior to installation.
- H. Store Nu Broadlok™ premium multi purpose adhesive and other liquid materials in same atmospheric conditions as carpet, 68° F for at least 72 hours.

3.3 INSTALLATION

- A. Install carpet in accordance with the Technical Bulletins provided by the manufacturer for tufted and/or woven products. These technical bulletins will offer the proper instructions to install carpet including:
 - 1. Conducting Site Testing and conditioning.
 - 2. Floor Preparation
 - 3. Installation of the carpet, including layout (seaming, carpet layout and cutting, power stretching, approved adhesives systems and seam sealers, etc.) As a supplement, the CRI 104, Section 8 will supply additional installation support guidance for your installation.
- B. Adhesives and Sealers: Carpet adhesives and sealers include, but may not be limited to, Nu Broadlok™ premium multipurpose adhesive, Nu Broadlok™ Latex Carpet Edge Sealers, and Nu Broadlok™ Solvent Free Carpet Seam Sealer.
- C. Install carpet under open-bottom obstructions and under removable flanges and furnishings, and into alcoves and closets in each space.
- D. Provide cut outs where required. Conceal cut edges with protective edge guards or flanges.
- E. Install carpet under open-bottom items and install tight against walls, columns, and cabinets so that the entire floor area is covered with carpet. Cover over floor-type door closers.
- F. Install edging guards at openings and doors where ever carpet terminates, unless indicated otherwise.
- G. Perform cutting in accordance with manufacturer's recommendation

using tools designed for carpet being installed. Verify carpet match before cutting to insure minimal variation between dye lots.

- H. Install carpet from same dye lot and run within each continuous carpet areas.
- I. Seal seams with manufacturer recommended seam sealer, if applicable.
- K. Install carpet with pile-lay in same direction except when indicated otherwise on drawings.
- L. Use leveling compound where necessary, Feather floor leveling compounds minimum of 4 ft.
- M. Do not bridge building expansion joints with continuous carpeting. Provide for movement.
- N. Apply seam adhesive to base of edge glued down. Lay adjoining pieces with seam straight, not overlapped or peaked, and free of gaps.
- O. Roll with appropriate roller for complete contact of adhesive to carpet backing.
- P. Trim carpet neatly at walls and or interruptions or extend carpet at base finish up vertical surface to form base. Terminate top of base with cap strip.
- Q. Complete installation of edge strips, concealing exposed edges.
- R. Cut carpet at fixtures, architectural elements, and perimeters.
- S. Use a fixed reducer trip to secure broadloom area in open perimeter designs.
- T. Install carpet on stairs using acceptable permanent adhesive. Furnish and use compatible edge strip and nosing products as required.

3.4 FIELD QUALITY CONTROL

- A. Inspect completed carpet installation on each floor.
- B. Verify that installation is complete, work is properly done and acceptable.
- C. Remove and replace, at no additional cost to owner, any work found not to be acceptable.

3.5 CLEANING

- A. On completion of installation in each area, remove dirt and scraps from surface of finished carpet. Clean soiling, spots, or excess adhesive on carpet with cleaning materials recommended by carpet manufacturer.
- B. Remove debris; sort pieces from carpet scraps.
- C. At completion of work, vacuum carpet using commercial vacuuming equipment as recommended by manufacturer. Remove spots and replace carpet where spots cannot be removed. Remove rejected carpet pieces and replace with new carpeting. Remove any protruding yarns with shears or sharp scissors.

3.6 PROTECTION

- A. Do not permit traffic over unprotected carpet surface.
- B. Protect carpet against damage during construction. Cover with 6-mil thick polyethylene covering joints during construction period whenever protection is required so that carpet will be without soiling, deterioration, wear, or damage at time of completion.
- C. Damaged carpet will be rejected. As carpet is installed, remove trimmings, scraps of carpet and installation materials.
- D. Maintain protection of carpeting on each floor or area until work is accepted.

3.7 CARPET RECLAMATION - BROADLOOM CARPETING AND CARPET TILE

This specification is for carpet reclamation and is designed to manage carpet recycling for any type of used carpet or carpet pad.

- A. Carpet Removal - Broadloom
 - 1. Remove used carpet in carpet pieces, roll tightly, and pack neatly in container. (Include carpet scrap and waste from new installation). Immediately remove used carpet from site. For reclamation projects coordinated by Mohawk Reclamation Department, place in Mohawk provided covered containers.
 - 2. Deposit only clean, dry used carpets in containers. Clean shall be defined as carpet free from demotion debris or asbestos contamination, garbage, and tack strips.
- B. Carpet Removal - Carpet Tile
 - 1. Remove used carpet tile and stack neatly on pallets, Neatly stack carpet tiles or re-pack in cardboard boxes prior to placing in container. Don not stack higher than 6 feet on pallets. (Include carpet scrap and waste from new installation). Immediately remove used carpet from site. For reclamation projects coordinated by Mohawk Reclamation Department, place in Mohawk provided covered containers.
 - 2. Deposit only clean, dry used carpets in containers. Clean shall be defined as carpet free from demotion debris or asbestos contamination, garbage, and tack strips.
- C. Container Handling
 - 1. Place used carpet in container supplied by Mohawk Reclamation Department. Containers are fully enclosed and shall be kept locked or supervised.
 - 2. Broadloom carpet must be segregated in separate containers from tile carpeting.
 - 3. Use effective packing techniques to maximize the amount of material in the container. On average the following amounts are the related container capacities.

Container Size
53' Foot

Broadloom Capacity
4,800

Tile
3,500

D. Container Removal

When container is full, contact Mohawk Reclamation Department to coordinate pickup and drop-off of replacement container if needed. If container is locked for security purposes, remove the lock prior to pick up.

The Mohawk Reclamation Department Toll Free Number: (877) 3RE-CYCL
(877) 373-2925

E. Reclamation Certificate

The Mohawk Reclamation Department will issue a reclamation certificate once used carpet is removed from the job site and or dealer location and delivered to reclamation facility.

**END OF
SECTION**

ATTACHMENT P – PAINTING

SECTION 09 91 00

PAINTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation and field application of paints and coatings.

1.2 SYSTEM DESCRIPTION

- A. Finish Materials: Conform to applicable building code for flame/smoke rating requirements.

1.3 SUBMITTALS

- A. Product Data: Provide data on all finishing products.
- B. Samples: Submit color samples, inch in size illustrating range of colors available for each surface finishing product scheduled. .

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Store and apply materials in environmental conditions required by manufacturer's instructions.
- B. Temperature:
 - 1. Interior: Constant 65° F. or above. Prevent wide variations in temperature which might result in condensation on freshly painted surfaces.
 - 2. Exterior: Do not paint materials when temperature is below 50° F. frost or rainy.
- C. Avoid painting and surfaces while they are exposed to hot sun.
- D. Provide proper conditions of ventilation and light. Use artificial light in quantity equivalent to normal occupancy lighting.

1.4 EXTRA MATERIALS

- A. Extra Materials / Attic Stock: Deliver extra materials to Owner. Furnish extra materials described below that match products installed. Packaged with protective covering for storage and identified with appropriate labels.
- B. Provide 2 percent or a minimum of one gallon (unopened) of each type and color of paint used.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Manufacturers:
 - 1. Duron Paints.
 - 2. Glidden Company
 - 3. Benjamin Moore & Co.
 - 4. Pratt & Lambert, Inc.
 - 5. MAB Paints
 - 6. McCormick Paints
 - 7. Sherwin-Williams Co. (Product #'s specified)
- B. Coatings: Ready mixed except field catalyzed coatings of good flow and brushing properties, capable of drying or curing free of streaks or sags.
- C. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials required to achieve the finishes specified.
- D. Paints and coatings to interior surfaces shall not exceed the volatile organic compound (VOC) content limits established in the Green Seal Standard GS-11, 2nd edition.
- E. Anti-rust or anti-corrosive coatings for interior finishes applied to ferrous metal substrates shall not exceed the VOC limits of 250g/L established in Green Seal Standard GC-03.

2.2 FINISHES

- A. Refer to schedule at end of section for surface finish [and color] schedule.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Verify that substrate conditions are ready to receive work.
- B. Measure moisture content of porous surfaces using an electronic moisture meter. Do not apply finishes unless moisture content is less than 12 percent.
- C. Correct minor defects and clean surfaces which affect work of this Section.
- D. Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- E. Gypsum Board Surfaces: Fill minor defects with latex compounds. Spot prime defects after repair.
- F. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent.
Apply coat of etching primer.

- G. Concrete and Unit Masonry Surfaces Scheduled to Receive Paint Finish: Remove foreign matter. Remove oil and grease with a solution of tri-sodium phosphate, rinse well and allow to dry.
- H. Uncoated Ferrous Surfaces: Remove scale by wire brushing, sandblasting, clean by washing with solvent. Apply treatment of phosphoric acid solution. Prime paint after repairs.
- I. Interior Wood Items Scheduled to Receive Paint Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats.
- J. Interior Wood Items Scheduled to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats.

3.2 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Sand transparent finishes lightly between coats to achieve required finish.
- C. Where clear finishes are required, tint fillers to match wood.
- D. Back prime interior and exterior wood work scheduled to receive paint finish with primer paint.
- E. Back prime interior woodwork scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with mineral spirits.
- F. At walls where plumbing fixtures, such as urinals and water closets are installed, prepare wall surfaces and paint so a smooth, readily cleanable, moisture resistant, and nonabsorbent surface is achieved to a point 2 feet each side of the fixture and a minimum of 4 feet above the finish floor in accordance with local plumbing codes.

3.3 CLEANING

- A. As work proceeds, promptly remove finishes where spilled, splashed, or spattered.

3.4 SCHEDULE - INTERIOR SURFACES

- A. Drywall - (Walls, Ceilings, Gypsum Board, Etc.)
 - 1. Latex Systems
 - a. Gloss Finish (for Kitchens or washable surfaces as indicated on drawings)
 - 1st Coat: S-W ProMar 200 Latex Wall Primer, B28W200 (4 mils wet, 1.2 mils dry)

- 2nd Coat: S-W ProMar 200 Latex Gloss, B21W201 Series
- 3rd Coat: S-W Promar 200 Latex Gloss, B21W201 Series
(4 mils wet, 2 mils dry per coat)
- b. Semi Gloss Finish (for toilet rooms or humid areas only)
 - 1st Coat: S-W ProMar 200 Latex Wall Primer, B28W200 (4 mils wet, 1.2 mils dry)
 - 2nd Coat: S-W ProMar 200 Latex Semi-Gloss, B31W200 Series
 - 3rd Coat: S-W ProMar 200 Latex Semi-Gloss, B31W200 Series
- c. Eggshell Finish (typical finish)
 - (4 mils wet, 1.3 mils dry per coat)
 - 1st Coat: S-W ProMar 200 Latex Wall Primer, B28W200 (4 mils wet, 1.2 mils dry)
 - 2nd Coat: S-W ProMar 200 Latex Eg-Shel, B31W200 Series
 - 3rd Coat: S-W ProMar 200 Latex Eg-Shel, B31W200 Series
(4 mils wet, 1.6 mils dry per coat)

B.. Metal, Metal Fabrications, Sashes, Doors frames.

1. Latex Systems

- a. Semi-Gloss Finish
 - 1st Coat: DTM Acrylic Primer/ Finish, B66W1
 - 2nd Coat: S-W ProMar 200 Latex Semi-Gloss B31W200 Series
 - 3rd Coat: S-W ProMar 200 Latex Semi-Gloss B31W200 Series
(4 mils wet, 1.3 mils dry per coat)

END OF SECTION