



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

**REQUEST FOR PROPOSALS**

**K14-0004-29**

**HVAC AND ELECTRICAL PREVENTATIVE MAINTENANCE  
AND REPAIR SERVICES**

**ISSUED:**

**MAY 15, 2013**

**Procurement and Contract Administration**

**<http://www.mdcourts.gov>**

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.

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

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

**THE JUDICIARY  
NOTICE TO OFFERORS/CONTRACTORS**

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

**Title: HVAC and Electrical Preventative Maintenance and Repair Services**  
**Project No: K14-0004-29**

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**

**PROJECT NUMBER K14-0004-29**

**HVAC AND ELECTRICAL PREVENTATIVE MAINTENANCE  
AND REPAIR SERVICES**

**RFP Issue Date:** May 15, 2013

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

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

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

**Site Visit:** Thursday, May 23, 2013 at 10:00am  
Judicial Information Systems (JIS)  
2661 Riva Road, Suite 900  
Annapolis, MD 21401  
(Meet in lobby)

**Closing Date and Time:** Monday, June 3, 2013 at 2:00p.m.

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

The Administrative Office of the Courts (AOC) is issuing this RFP for HVAC and Electrical Preventative Maintenance and Repair Services for units located at the Judicial Information Systems (JIS), 2661 Riva Road, Suite 900, Annapolis, MD 21401.

### 1.2 Abbreviations and Definitions

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

- a. Contract – The Contract attached to this RFP as Attachment A
- b. Contractor– The selected Offeror
- c. Local Time – Time in the Eastern Time Zone
- d. MBE – Minority Business Enterprise
- e. Offeror – An entity that submits a proposal in response to this RFP
- f. Procurement Officer – The Judiciary representative responsible for this RFP, for the determination of contract scope issues, and the only Judiciary representative who can authorize changes to the contract. The Procurement Officer for this Request for Proposals is Colleen Cantler.
- g. RFP – Request for Proposals for HVAC and Electrical Preventative Maintenance and Repair Services dated May 15, 2013 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 Judiciary business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days on which the AOC will be closed by order of the Chief Judge).
- j. Maryland Judiciary and AOC are interchangeable.

### 1.3 Contract Type

The Contract type for the preventative maintenance shall be a firm fixed price and repair services shall be time and materials.

### 1.4 Contract Duration

The Contract resulting from this RFP shall remain in force through June 30, 2014 (1 year). The AOC, at its sole option, shall have the unilateral right to extend the Contract for up to and including four additional successive one-year terms, if any.

### 1.5 Procurement Officer

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

Colleen Cantler, Procurement Specialist  
Administration Office of the Courts  
Procurement and Contract Administration  
2003C Commerce Park Drive  
Annapolis, MD 21401

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

## **1.6 Contract Manager**

Eric Brown, JIS Computer Operations Manager

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

## **1.7 Site Visit**

A site visit will be held on Thursday, May 23, 2013 at 10:00 am at the following location:

Judicial Information Systems  
2661 Riva Road  
Suite 900  
Annapolis, MD 21401  
Meet in the Lobby

Directions link: [www.courts.state.md.us/directions/jis.html](http://www.courts.state.md.us/directions/jis.html)

Due to the anticipated interest the site visit will be limited to two (2) attendees per company.

The site visit is mandatory. All interested Offerors shall attend in order to facilitate better preparation of their proposals.

The site visit will be summarized as promptly as is feasible and will be posted on eMaryland Marketplace and the Judiciary's website.

Please e-mail the Site Visit Response Form (Attachment D) to the attention of Colleen Cantler, colleen.cantler@mdcourts.gov, no later than 2:00 pm on May 21, 2013. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call no later than 2:00 pm on May 20, 2013. The Judiciary will make reasonable efforts to provide such special accommodations.

## **1.9 Questions**

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

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

An original and 3 copies of each proposal (technical and financial) must be received by the Procurement Officer, no later than Monday, June 3, 2013 at 2:00 pm in order to be considered. An electronic version (CD) of the Technical Proposal must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal must in be enclosed with the original Financial Proposal. All CDs must be labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

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

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

**1.11 Duration of Offer**

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

**1.12 Revisions to the RFP**

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

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

**1.13 Cancellations**

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

**1.14 Oral Presentations/Discussions**

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

**1.15 Incurred Expenses**

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

**1.16 Economy of Preparation**

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

**1.17 Protests/Disputes**

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

### **1.18 Multiple or Alternate Proposals**

Neither multiple nor alternate proposals will be accepted.

### **1.19 Access to Public Information Act Notice**

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

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

### **1.20 Offeror Responsibilities**

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

### **1.21 Mandatory Contractual Terms**

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

### **1.22 Proposal Affidavit**

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

### **1.23 Contract Affidavit**

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

### **1.24 Minority Business Enterprises**

A MBE subcontractor participation goal of 0% has been established for this solicitation. Minority Business Enterprises are encouraged to respond to this Request for Proposals.



### **1.25 Arrearages**

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

### **1.26 Procurement Method**

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

### **1.27 Verification of Registration and Tax Payment**

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

### **1.28 Payments by Electronic Funds Transfer**

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

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

## SECTION 2 – STATEMENT OF WORK

### 2.1 Purpose & Summary

- 2.1.1 The AOC is issuing this Request for Proposals (RFP) to select one Contractor to provide all labor, materials, and equipment to perform all work necessary to accomplish HVAC and Electrical Preventative Maintenance and Repair Services of all units located at JIS.
- 2.1.2 Preventative maintenance must satisfy manufacturer's yearly tune-up requirements for maintaining warranties. This maintenance agreement will include full parts and labor coverage and services to be performed during normal business hours, Monday-Friday 8:00am-4:30pm.

### 2.2 Computer Rooms HVAC Equipment List

The Contractor shall be responsible for maintaining and repairing the equipment listed below. The Contractor shall make adjustments for equipment additions and deletions. It is anticipated that if there is a deletion, there will be an addition (i.e, equipment swap).

Quan.	Brand	Model #	Serial #	Type
1	Liebert	FH199A	175203-001	Delx 3 Downflow w/ Cond.
1	Liebert	FH199A	175203-002	Delx 3 Downflow w/ Cond.
1	Liebert	FH199A	175203-003	Delx 3 Downflow w/ Cond.
1	Liebert	VH199AUAAE	CO7K010115	Delx 3 Downflow w/ Cond.
1	Liebert	DCDF308A	0743CO4995	Air Cooled Cond
1	Liebert	BU060E	892644-001	
1	Liebert	DCF205LA	91090298	Air Cooled Cond
1	Liebert	DCF205LA	91090299	Air Cooled Cond
1	Liebert	DCF205LA	91090300	Air Cooled Cond
1	Liebert	VH199AUAAE19942	817942-001	16.5 Ton Downflow Deluxe 3
1	Liebert	AC4	072370202486C40	Auto Changover Module
1	Liebert	PPA150C	102436A	Precision Power
1	Liebert	PPA075C	904472-001	Precision Power

### 2.3 Contractor's Qualifications

- 2.3.1 The technicians selected to perform work for this Contract must be Liebert certified and trained and must have, at a minimum, five (5) years commercial HVAC experience in servicing air conditioning, electrical systems, control systems, and mechanical equipment.

All technicians selected to perform work for this contract must be fully qualified and certified in refrigerant recovery systems (Universal certification required); proof of certifications must be submitted with the Contractor's proposal.

The Contractor must possess and submit with the technical proposal all state, county and local licenses and/or certificates to prove qualifications in heating, ventilation, and air conditioning maintenance, repair, and installation.

## 2.4 Contractor's Responsibility

- 2.4.1 All technicians employed by the Contractor shall be required to wear identification, including a name tag and clothing identifying the Contractor's company.
- 2.4.2 Helpers/Non technicians shall not be allowed to perform any services unsupervised.
- 2.4.3 The Contractor shall designate a primary technician. The primary technician shall be responsible for the JIS facility throughout the term of the Contract. This requires the Contractor to exercise discretion on the type of work being performed, the rate charged for the specific technician, and the number of technicians required to perform the services. The AOC reserves the right to request written justification from the Contractor if the AOC questions the total cost to perform the services. Upon request by the AOC, the Contractor shall be required to provide a current materials price sheet from the Contractor's supplier if the cost of materials is in question.
- 2.4.4 Workmanship shall meet or exceed existing industry standards. The Contractor shall unconditionally guarantee the labor and the materials used in performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty.
- 2.4.5 All materials furnished under this Contract shall be the latest improved models in current production, as offered through commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. The warranty period for Contractor provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by the AOC. The Contractor shall provide the Contract Manager with all manufacturers' warranty documents upon completion of the services.
- 2.4.6 If the new equipment or parts installed by the Contractor fails and is under warranty, the Contractor will be responsible for contacting the Manufacturer for warranty repair. The AOC shall not be responsible for any additional costs to repair new equipment or parts that are still under warranty.
- 2.4.7 The Contractor will be required to keep legible and detailed documentation on all work performed under this contract. **Detailed** documentation includes but is not limited to the following items:
- name of building representative that placed the service call
  - date of service
  - time in and time out
  - building serviced
  - specific area and equipment being serviced (location of equipment, make and model, serial number)
  - detailed diagnosis of the problem/repair
  - services performed
  - number of service hours
  - material(s) used
  - name of the technician
  - job title of the technician
  - warranty of any new material/equipment installed
  - signature of Contract Manager

All documentation must be submitted to the Contract Manager within seven (7) calendar days after the services are provided.

- 2.4.8 All commodities and/or service shall comply with applicable OSHA regulations in effect at the time commodities are shipped and/or the service is performed. Material Safety Data Sheets (MSDS) are required in accordance with applicable regulations. Material Safety Data Sheets must be left on site immediately after commodities and/or services have been provided.
- 2.4.9 The Contractor will be responsible for the removal of all their debris and trash before leaving the work area. Clean-up of the work area shall be at no additional cost to the AOC.
- 2.4.10 If at any time the AOC is dissatisfied with the service and/or the labor performed under this contract, AOC may request and receive a new technician(s) to service its buildings.

## **2.5 Service Calls and Response Time**

- 2.5.1 The Contractor shall complete work during the service call in order to prevent follow up work. If follow up work is required, including improper repairs, installation, or substandard parts, the AOC shall not be charged. If the services cannot be completed during regular business hours, the Contractor shall make a temporary repair. The Contractor shall be allowed to finish the repair during regular business hours.

### **2.5.1.1 Emergency**

The Contractor shall be available for emergency calls on a twenty-four (24) hour basis, seven days a week.

Emergency service calls are outside normal business hours, Monday-Friday 8:00am-4:30pm. Emergency service times also include weekends and holidays. Service level agreement for emergency services must include the following:

1. When an emergency call is placed by JIS, Contractor personnel must report to site within 4 hours of notification.
2. In the event of an emergency service call, pre-authorization and approval may not be required. If overtime hours are required to complete work, the Contractor must receive approval from the Contract Manager prior to commencement of work. The AOC reserves the right to request that the Contractor receive written approval prior to commencement of work.
3. Contractor must resolve any operating issues and return the units to standard operational status as soon as possible.
4. Contractor must provide a detailed service report after the work is completed.
5. Contractor must provide a detailed and timely invoice for emergency service work.
6. Any shutdown of service and/or utilities must be approved and scheduled with the Contract Manager.

### **2.5.1.2 Non-Emergency Services**

1. Any non-emergency work performed beyond the standard preventive maintenance must be pre-authorized and approved via written work order by the Contract Manager following receipt of a written estimate or quote.

## **2.6 Preventative Maintenance**

The Contractor shall schedule all Preventative Maintenance and Inspections in advance with the Contract Manager. The Contractor shall adhere to the equipment manufacturer's maintenance schedule and procedures for preventative maintenance and repair services.

2.6.1 Preventative Maintenance shall include at a minimum:

1. Check general condition of unit and advise all findings affecting the unit.
2. Inspect and adjust belts and blower. Replace worn belts as needed.
3. Inspect and lubricate blower bearings and all moving parts.
4. Check all electrical components and connects and ensure proper operations.
5. Inspect electrical components and wiring for damage and deterioration.
6. Perform thermo graphic infrared scan of all electrical components and connections.
7. Thoroughly clean units including evaporator, condenser coils, condensate drain, thermostat, drain line, trap and pan
8. Check Freon levels and correcting as necessary.
9. Check thermostat calibration.
10. Check filters and advise JIS if replacement is necessary.
11. Prepare a detailed service report after each inspection.

2.6.2 Precision Cooling Inspections (6 inspections per year) shall include at a minimum:

1. Check and replace air filters as required.
2. Inspect and clean impellers of debris; check belt tensions and adjust. Verify fan safety switch operation.
3. Check of the infrared humidifier pans for mineral deposits, ensure water make-up valves aren't leaking and drains are free of debris.
4. Inspect refrigerant lines and check for proper refrigerant levels, checking for moisture, measuring suction and discharge pressures.
5. Check fuses, tighten connections and verify proper operation sequences as well as contacts for pitting.
6. Thorough cleaning of the air-cooled condenser coil, tightening of the motor mounts, inspect motor bearing and refrigerant lines.

## **2.7 Repair Services**

2.7.1 Contractor shall submit a written estimate to the Contract Manager for the cost of time and materials for all repairs. The Contractor must receive authorization and approval from the Contract Manager before commencing work. If the repair is deemed an emergency by the AOC, this requirement may be waived. The AOC shall not be responsible for payment for unauthorized work performed under this Contract or for any work performed by the Contractor that is not initially authorized.

The AOC reserves the right to obtain competitive quotes and determine who will be selected to perform the required services for repair services.

## **2.8 Service Tag**

- 2.8.1 All technicians shall complete a service tag/sticker and attach it to the serviced equipment after completion of the services. The service tag/sticker shall be used to document the following information: the date serviced, the name of the technician(s), and a description of the service(s) performed. The service tag/sticker must contain adequate space to document future repairs and must be placed in a location to prevent weather related damages. The technician shall not place the new service tag over preexisting service tags, including tags that have previous history and repairs.

## **2.9 Safety**

- 2.9.1 The technician shall, prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly, safe manner. In addition, the Contractor shall maintain a safe work environment at all times. The Contractor shall report immediately to the Contract Manager the existence of unsafe condition(s) which will compromise the performance of service. The Contractor shall take all necessary precautions and shall properly maintain, at all times, all necessary facility safeguards for human protection.

The Contractor shall provide all of the necessary equipment and tools required to perform the services of this Contract. The equipment and tools shall be well maintained, calibrated, and in proper working order before use in the performance of the service.

## **2.10 Invoicing**

- 2.10.1 Verification and approval of invoices shall be authorized by Eric Brown and submitted to JIS, 2661 Riva Road, Suite 900, Annapolis, Maryland 21401, Attn: Eric Brown.

Annual preventative maintenance invoices and invoices requiring pre-authorization shall be submitted within 30 calendar days after acceptance and include the following: name and address of the Judiciary, Contractor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, invoice period, invoice date, invoice number, amount due, and the PO number(s) being billed.

## **2.11 Insurance**

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

2.11.3 The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requiring of any and all insurance as set forth in this RFP, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

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

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

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

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

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

E. Comprehensive Automobile Liability:

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

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

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

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



## SECTION 3 – PROPOSAL FORMAT

### 3.1 Two Part Submission

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

### 3.2 Proposals

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

### 3.3 Submission

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

### 3.4 Volume I – Technical Proposal

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

**be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.**

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

3.4.5 Offeror Technical Response to RFP Requirements:

3.4.5.1 General.

3.4.5.1.1 The Offeror shall address the RFP requirements stated in Section 2, in the Technical Proposal, and submit documentation as evidence the requirements are met.

3.4.5.1.2 The Offeror shall address **each** RFP requirement stated in Section 2, in the Technical Proposal, and describe how its proposed services and technicians will meet each of the requirements. If the Judiciary is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the Judiciary’s needs.

3.4.6 Offeror Experience and Capabilities: Offerors shall include information on past experience with similar engagements. Offerors shall describe their experience and capabilities through a response addressing the requirements in RFP Section 2, Statement of Work.

3.4.6.1 An overview of the Offeror’s experience providing the services, as applicable, to that included in this RFP.

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

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

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

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

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

- Carrier (name and address)

- Type of insurance
- Amount of coverage
- Period covered by insurance
- Exclusions

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

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

- Detailed technical proposal encompassing all requirements set forth in Section 2.
- Copies of all state, county, and local licenses and/or certificates to prove qualifications in heating, ventilation, and air conditioning maintenance, repair, and installation.
- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal)
- True copies of any and all of the policies of insurance to AOC. By submitting a proposal in response to this solicitation, the offeror warrants that it is able to provide evidence of insurance required by this RFP, Section 2.

## **3.5 Volume II - Financial Proposal**

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

## SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

### 4.1 Evaluation Criteria

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

### 4.2 Technical Criteria

- 4.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:
- Offeror Experience and Capabilities
    - Experience, capability and certifications for the Offeror and proposed technicians.
  - Offeror Technical Response to RFP Requirements
    - The Offeror's overall understanding of the SOW (Section 2) of this RFP.
  - References

### 4.3 Financial Criteria

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

### 4.5 Selection Process and Procedures

#### 4.5.1 General Selection Process:

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

#### 4.5.2 Selection Process Sequence:

- 4.5.2.1 The first step in the process shall be to assess compliance with the Offeror Minimum Qualifications set forth in Section 1.29 of the RFP. Offerors who fail to meet these basic requirements i.e, are qualified or potentially qualified shall be disqualified and their proposals eliminated from further consideration.
- 4.5.2.2 The next step in the process shall be an evaluation for technical merit by the selection committee. During this review, oral presentations and discussions may be held. The purpose

of such discussions shall be to assure a full understanding of the Judiciary's requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the Judiciary. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the AOC. The Procurement Officer will contact Offerors if and when the schedule is set by the AOC.

- 4.5.2.3 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4.5.2.4 The financial proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- 4.5.2.5 When in the best interest of the Judiciary, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- 4.5.2.6 Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer shall recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the Judiciary considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical shall be given greater weight than price factors.

## ATTACHMENTS

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

**Contract number: K14-0004-29**

**MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS  
HVAC AND ELECTRICAL PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

**STANDARD TERMS AND CONDITIONS**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_ 2013, 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 **HVAC and Electrical Preventative Maintenance and Repair 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 May 15, 2013 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 \_\_\_\_\_ **2013** (collectively referred to as “the Proposal”)

1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail.

1.3 The Procurement Officer may, at any time, by written order make changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section.

1.4 Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty days (30) of receipt of a written change order and include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.

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

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

Unless the Contract is terminated earlier as provided herein, the term of the Contract shall begin upon execution of the contract and issuance of notice to proceed and ending on June 30, 2014. The AOC, at its sole option, shall have the right to extend the contract for up to and including four additional successive four (4) one-year terms, if any.

## **3. Consideration and Payment**

- 3.1 In consideration of the satisfactory performance of the services, the AOC shall pay the Contractor in accordance with the terms of this Contract and at the rate specified in the Price 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") as follows:

### HVAC and Electrical Preventative Maintenance Services

Base Year (July 1, 2013- June 30, 2014):	\$
Renewal Option #1 (Year 2)	\$
Renewal Option #2 (Year 3)	\$
Renewal Option #3 (Year 4)	\$
Renewal Option #4 (Year 5)	\$

### Fully Loaded Hourly Rates for Repair Services:

Base Year (July 1, 2013- June 30, 2014):	\$
Renewal Option #1 (Year 2)	\$
Renewal Option #2 (Year 3)	\$
Renewal Option #3 (Year 4)	\$
Renewal Option #4 (Year 5)	\$

- 3.2 Verification and approval of invoices shall be authorized by Eric Brown and submitted to JIS, 2661 Riva Road, Suite 900, Annapolis, Maryland 21401, Attn: Eric Brown.
- 3.3 Annual preventative maintenance invoices and invoices requiring pre-authorization shall be submitted within 30 calendar days after acceptance and include the following: name and address of the Judiciary, Contractor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, invoice period, invoice date, invoice number, amount due, and the PO number(s) being billed.
- 3.4 Payments to the Contractor for the services shall be made no later than thirty days after the acceptance and receipt of a proper invoice from the Contractor. Charges for late payment of invoices are prohibited.
- 3.5 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**):

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

**Contractor:** specify

**SIGNATURES:**

In Witness Whereof, the parties have signed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**Contractor:**

\_\_\_\_\_(SEAL)  
Signature  
Authorized Representative

Date: \_\_\_\_\_

**Maryland Judiciary**

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

Date: \_\_\_\_\_

**Approved for form and legal sufficiency this \_\_\_\_ day of \_\_\_\_\_, 2013**

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

**Reviewed:**

\_\_\_\_\_  
Frank Broccolina  
State Court Administrator

Date: \_\_\_\_\_

**Approved:**

\_\_\_\_\_  
Robert M. Bell  
Chief Judge, Court of Appeals

Date: \_\_\_\_\_

**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):

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### 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):

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#### 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).

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#### 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):

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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland;

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

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**ATTACHMENT C – CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

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

Department ID Number: \_\_\_\_\_

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

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

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

Department ID Number: \_\_\_\_\_

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

**C. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

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

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:


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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(printed name of Authorized Representative and Affiant)

\_\_\_\_\_  
(signature of Authorized Representative and Affiant)



**ATTACHMENT D – SITE VISIT RESPONSE FORM**

Project Number: K14-0004-29

Project Title: HVAC and Electrical Preventative Maintenance and Repair Services

A Site Visit will be held on Thursday, May, 23 2013 at 10:00 am local time at:

Judicial Information Systems

2661 Riva Road

Suite 900

Annapolis, MD 21401

Meet in the lobby

Directions link: [www.courts.state.md.us/directions/jis.html](http://www.courts.state.md.us/directions/jis.html)

**Please e-mail this form to:**

Colleen Cantler

[Colleen.cantler@mdcourts.gov](mailto:Colleen.cantler@mdcourts.gov) and

by May 21, 2013 advising whether or not you plan to attend.

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

1.

2.

\_\_\_\_\_ No, we will not be in attendance.

\_\_\_\_\_  
Company/Firm/Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Name

**ATTACHMENT E – PRICE PROPOSAL FORM**

	<b>Base Year 7/1/13- 6/30/14</b>	<b>Renewal Option 1 7/1/14- 6/30/15</b>	<b>Renewal Option 2 7/1/15- 6/30/16</b>	<b>Renewal Option 3 7/1/16- 6/30/17</b>	<b>Renewal Option 4 7/1/17- 6/30/18</b>
HVAC and Electrical Preventative Maintenance and Repair Services	\$	\$	\$	\$	\$
<b>Grand Total for Base Year + 4 Renewal Options</b>					\$

<b><u>Time and Materials Repair Services</u></b>	<b>Year 1 7/1/13- 6/30/14</b>	<b>Renewal Option Year 1</b>	<b>Renewal Option Year 2</b>	<b>Renewal Option Year 3</b>	<b>Renewal Option Year 4</b>
<b><u>Labor Category</u></b>	<b>*Fully Loaded Hourly Labor Rate</b>	<b>*Fully Loaded Hourly Labor Rate</b>	<b>*Fully Loaded Hourly Labor Rate</b>	<b>*Fully Loaded Hourly Labor Rate</b>	<b>*Fully Loaded Hourly Labor Rate</b>
Insert labor Category here (enter hourly rate for normal hours repairs)	\$	\$	\$	\$	\$
Insert labor Category here (enter hourly rate for overtime, weekends, holiday repairs)	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

Note: Please add rows if additional labor categories are required.

\*Fully loaded fixed price that includes, as specified, all direct and indirect costs and profit for the Contractor to perform. Indirect costs shall include all costs that would normally be considered general and administrative costs and/or travel costs, or which in any way are allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to the Contract. The Fully Loaded Hourly Labor Rate is the actual rate the AOC will pay for services and must be recorded in dollars and cents.

\_\_\_\_\_  
SUBMITTED BY:

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE DATE

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
TELEPHONE & FAX NUMBER

\_\_\_\_\_  
FEIN NUMBER

\_\_\_\_\_  
EMAIL ADDRESS