



**STATE OF MARYLAND
ADMINISTRATIVE OFFICE OF THE COURTS
PROCUREMENT, CONTRACT AND GRANT ADMINISTRATION
187 HARRY S. TRUMAN PARKWAY
ANNAPOLIS, MD 21401
SMALL PROCUREMENT REQUEST FOR PROPOSALS (RFP)**

FOR

Rockville DC Panic Buttons & DSX Upgrade

Project 13477

ISSUED: May 7th, 2021

Sole point of contact for this solicitation is the Procurement Officer. Offerors are specifically directed NOT to contact any other 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.

Minority Business Enterprises and Veteran-owned Small Business Enterprises are encouraged to respond to this Request for Proposals.

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

THE JUDICIARY
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of Judiciary 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 e-mail this completed form to Christos.Bazekis@mdcourts.gov.

Title: Rockville DC Panic Buttons & DSX Upgrade
Project No: 13477

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.
- 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 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

MARYLAND JUDICIARY

Small Procurement Request for Proposals

Rockville DC Panic Buttons & DSX Upgrade

PROJECT # 13477

RFP Issue Date: May 7th, 2021

RFP Issuing Office: Procurement, Contract and Grant Administration

Procurement Officer: Christos Bazekis
Maryland Judiciary, Administrative Office of the Courts
Department of Procurement, Contract and Grant Administration
187 Harry S. Truman Parkway
Annapolis, MD 21401
410-260-1583
Christos.Bazekis@mdcourts.gov

Proposals must be sent to: Christos Bazekis
Via e-mail <Christos.Bazekis@mdcourts.gov>

Mandatory Walkthrough: Thursday, May 13th, 2021 at 10:00 AM

District Court of MD – Montgomery County
191 East Jefferson Street
Rockville, MD 20850

Question & Response Due: May 17th, 2021 by 4:30 PM

Closing Date and Time: May 20th, 2021 by 4:30 PM

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SECTION 1 – STATEMENT OF WORK

1.1 Background Statement

The AOC is seeking proposals from prospective Offerors to award one Purchase Order for the installation and programming of nine (9) new panic buttons, and to replace the WinDSX server workstation along with programming the most current versions of WinDSX and Milestone Smart Client. The Contractor shall also conduct a small 2-hour training session.

Project Location:
District Court of MD – Montgomery County
191 East Jefferson Street
Rockville, MD 20850

1.2 Purpose & Summary

For this project, the contractor shall furnish, install, wire and program nine (9) new panic alarm buttons. This will support the safety and wellbeing of the personnel employed at the Self-Help Center, Alternative Dispute Resolution, Health Department and the Mental Health Programs (9 rooms total).

In addition, the WinDSX server workstation needs to be replaced, and the most current version of WinDSX and Milestone Smart Clients installed. The Contractor shall be responsible for programming the panic buttons and providing a small 2-hour training session.

Installing and wiring the panic buttons shall be scheduled during after-hours (4:30 PM to 12:00 AM) and replacing and programming the WinDSX workstation shall be scheduled during normal business hours (7:30 AM to 4:30 PM).

1.3 Contractor Minimum Requirements

1.3.1 License and Permits

While no permits shall be required for this work site it is expected that all work shall be done in a “best practice” manner which complies with local, state and national codes. The Contractor and/or sub-contractors shall be licensed as required.

1.3.2 Scheduling and Work Hours

The Contractor shall complete all the necessary work during both regular-business hours and after-business hours (See section 1.6).

1.3.3 Completion Date

The Contractor shall complete all the necessary work no later than 60 calendar/business days upon receipt of the order. All Punchlist items shall be completed to the District Court of Maryland’s complete satisfaction within (five) 5 business days upon receipt of the Punchlist (see Section 1.9).

1.4 Statement of Work/Deliverables

- 1.4.1 Furnish, install, wire and program nine (9) new panic alarm buttons at the following locations (exact locations to be determined during walkthrough and/or by the Court Administrator's determination):
- a) New Self-Help Center Rooms – Second Floor – Rooms 258 & 259
 - b) ADR Rooms – Fifth Floor – Rooms 515 & 517
 - c) Health Department Rooms – Fifth Floor – Rooms 518 & 519
 - d) Mental Health Court Offices – Sixth Floor – Rooms 616, 618 & 619
- 1.4.2 Replace the WinDSX system server workstation. The new workstation's minimum requirements are as follows:
- a) Windows 10 OS
 - b) 16 GB RAM
 - c) 1 TB Hard drive
 - d) WinDSX (most current)
 - e) Milestone Smart Client
- 1.4.3 Conduct a two (2) hour training session.
- 1.4.2 Two (2) Year full warranty on the installation, all of the materials, the server and the software.
- 1.4.3 Travel Expenses – The Contractor will not be reimbursed for any travel expenses including but not limited to transportation, meals, and hotel accommodations, except as approved in advance by the Project Manager.

1.5 Pandemic Flu / Infectious Disease Policy

1.5.1 Policy on Pandemic Flu and Other Infectious Diseases Protocol:

All contractors will be required to follow all current Judiciary protocols reference pandemic flu or other infectious diseases. This could include, completing/passing an initial screening questionnaire, noncontact temperature taking, the wearing of personal protective equipment (i.e. face mask) and when appropriate practice social distancing. Failure to comply to any of the Judiciary's protocol could result in being denied entry into Judiciary workspace.

1.6 Work Hours/Scheduling

- 1.6.1 Business hours are defined as Regular Business Hours (weekdays), After Business Hours (nights and weekends), and Holiday Hours.
1. Regular Business Hours range from 8:30 AM to 4:30 PM, Monday to Friday. For work that is scheduled during Regular Business Hours the Master Contractor is

expected to arrive between 7:00 AM to 8:00 AM, and to finish between 4:30 PM to 5:00 PM.

2. After Business Hours range from 5:00 PM to 6:00 AM, Monday to Friday, and from 8:00 AM to 12:00 AM, Saturday to Sunday.
 3. A soft cutover shall take place after hours per the Project Manager's determination.
- 1.6.2 The Contractor is responsible for avoiding and/or minimizing any disruption of day-to-day functions of the Court. Under no circumstances shall Judicial Proceedings be interrupted by the effects of any scheduled work. The Contractor may be instructed to stop work at any time by an Officer of the Court. In such an event the work shall either be rescheduled or recommence upon instruction by the Officer of the Court.
- 1.6.3 The Contractor shall forward the schedule on a bi-weekly basis to the Project Manager. Work schedules shall be approved by the Court Administrator no less than 24 in advance.

1.7 Workmanship / Tools & Supplies / Cleanup

1.7.1 Workmanship

All work shall be performed with good workmanship utilizing the best standards of the industry. The work shall be completed correctly, and the finished job shall be aesthetically pleasing. The Contractor shall be responsible for replacing any furniture, office machines or other goods, flooring or carpeting or anything else that may be damaged as a result of their work (see section 1.10).

1.7.2 Tools & Supplies

The Contractor shall supply their own tools. This includes dollies, hand trucks, ladders, vacuum cleaners, extension cords, power tools, wrenches, scrapers, test equipment, etc. No "loaner" tools or supplies be will available from the building owner.

1.7.3 Cleanup

The Master Contractor is responsible for the daily removal of all debris, materials, supplies, and all packaging and delivery materials from the site. There will not be any dumpsters on site available for the Master Contractor's use. The Master Contractor shall leave the area free of debris after each work shift. Each evening the Master Contractor shall move all of their equipment either off site, or to an area approved by Project Manager.

- a) The Master Contractor is responsible for moving any furniture or other items and restoring any moved items to their original location. The Master Contractor shall not move PC's, monitors and printers, unless directed by the Project Manager.

1.8 Change Orders

- 1.8.1 Work on Change Order items shall only begin upon the issue of an approved and dispatched Purchase Order. The change order shall be reported, coordinated and approved by the Project Manager, and a Purchase Order shall be issued by the Procurement Specialist.
- 1.8.2 In order for a Change Order to be approved, the work itself would need to uncover any unforeseen obstacles to the Project's completion. Any additional work which is not essential to the completion of the Project, shall be issued a separate solicitation.

1.9 Final Walkthrough / Punchlist / Acceptance of Services

1.9.2 Walkthrough

A walk-through shall be conducted with representatives from the Place of Performance, the Project Manager and the Master Contractor.

1. The Project Manager reserves the right to perform tests prior to final acceptance of services in order to ensure compliance with the requirements and specifications of the RFP.
2. The Project Manager shall review the state of the Place of Performance to check the site has been returned to its working order, has been cleaned-up, and that there are no damages to State and Personal Property (see section 1.10).

1.9.3 Punchlist

The Project Manager shall create a Punchlist of items that need to be addressed within two (2) business of substantial completion and given to the Contractor.

1. The Contractor shall service the issues within five (5) business days of receipt of the Punchlist.
2. Final acceptance of the Service shall occur upon satisfactory completion of all punch list items.

1.9.1 Acceptance of Services

The Project Manager has sole authority to determine the acceptable level of service. In the event that the Project Manager determines that the Contractor's service is unsatisfactory, the Contractor shall return to the site and resolve the issue at no additional cost to the Judiciary.

1.10 Damage to State and Personal Property

1.10.1 The Contractor, their employees, subcontractors and agents shall be held directly responsible to repair, replace or restore to its original condition, to the satisfaction of the Maryland Judiciary, curbs, roadway surfaces, wheel stops, shrubbery, trees, buildings, bollards, gates, light pole, sign poles or any other State-owned property which is damaged by the actions of the above-mentioned representatives.

1.10.2 The Contractor, their employees, subcontractors and agents shall be held directly responsible for any damage caused by their action or inaction to privately-owned property and shall hold the State harmless for such damages.

1.11 Failure to Respond

Should the Contractor fail to respond to the request for service as specified herein, the Judiciary may, at its option, directly or by contract, take whatever measures are necessary to provide the necessary services at the expense of the Contractor.

1.12 Maryland Judiciary Requirements

The District Court shall provide the following: access to facilities, building information needed to complete the job, review and approval of layouts/designs, equipment lists, schedule and assistance in identifying punch list items.

1.13 Access and Background Checks (District Court)

- A. Site visits to any **District Court** location by contractor personnel must be coordinated by Judiciary staff with the designated site personnel in advance of any visit.
- B. Any contractor personnel working at **District Court** locations, or on District Court systems or projects, or who have access to Judiciary or State criminal data or systems, must be approved in writing by the Administrative Judge of the District prior to beginning work.
- C. All contractor personnel working at **District Court** locations, or on Judiciary systems or projects, or who have access to Judiciary or State criminal data or systems, must have a **District Court** approved criminal background check prior to beginning work with the Judiciary, and may be subject to rejection as a result of the background check.
- D. All contractor personnel assigned to work at **District Court** locations shall be required to obtain a Judiciary security identification badge prior to beginning work, and annually thereafter. The contractor is responsible for any fees that may be incurred for initial issuance of the badge and for any replacement.
- E. **Background Checks - Background checks are required for each person that will enter the courthouse. District Court will perform all background checks.**
- F. **Contractor shall furnish to the District Court a minimum of ten (10) days prior to commencement of work a completed *Authorization for Access to Records* form for each person entering the Courthouse for this project.**

- G. E.** The contractor personnel must notify the **Director of District Court Engineering and Central Services Department**, within one (1) business day, if any personnel have been arrested, indicted, served with a criminal summons, named in a peace or protective order, or named as a defendant in any civil case. The contractor personnel are also required to provide regular updated information regarding the status of any of these actions.
- H.** The **Director of District Court Engineering and Central Services Department** in conjunction with the Procurement Officer, may impose restrictive conditions in response to prior criminal convictions, pending criminal charges, or a violation of Judiciary procedures, including removal from the contract, and/or restricted access to Judiciary locations or systems.
- I.** In the event of a security incident or suspected security incident, the contractor personnel shall immediately notify the Judiciary personnel as follows: **Director of District Court Engineering and Central Services Department**.
- J.** The contractor personnel shall cooperate fully in all security incident investigations.
- K.** During the course of the contract, if necessary, for the delivery of goods and services, the Contractor may be provided a Judiciary asset in the form of a cell phone, laptop, or other electronic device. Any and all Judiciary devices are the property of the Judiciary and must be returned in working, acceptable condition at the contract's conclusion. If said devices are not in working acceptable conditions, Contractor may be responsible for the cost of said device(s). Any and all devices must be regularly updated as specified by the manufacturer and JIS and must adhere to all confidentiality guidelines as provided by JIS, the AOC, and the JIS Project Manager.
- L.** If the **District Court** determines that there is cause for the Contractor's work to be suspended, the Contractor shall take the following steps:
- a. Immediately cease to represent itself as providing services to the **District Court**; and
 - b. Deliver to the **District Court**: (a) a report describing the current state of the Deliverables provided by the Contractor under this Agreement and any applicable Statements of Work outstanding as of the date of termination; (b) all **District Court** Confidential information in its possession, or at **District Court's** option, destroy all such **District Court** Confidential information; and (c) all work product to the **District Court** within seven (7) business days as of the date of termination. Work product includes, but is not limited to, works for hire and materials as described in §29.3.
 - c. Contractor is responsible for all **District Court** assets (including but not limited to, laptops, tablets, computers, cell phones, other portable electronic devices, accessories, and peripherals, etc.), that have been provided to the Contractor at the **District Court's** cost. All **District Court** issued assets are required to be

surrendered to the **District Court** within five (5) business days of the termination of services. Assets will be subject to evaluation and can include normal and expected wear and tear but must be functional and operable. Assets that do not meet this condition may be subject to additional charge to the Contractor. Contractor shall be liable to the **District Court** for any and all assets not surrendered.

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SECTION 2 - GENERAL INFORMATION

2.1 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 identified below:

Christos Bazekis
187 Harry S. Truman Parkway
Annapolis, MD 21401
410.260.1583
Christos.Bazekis@mdcourts.gov

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

2.2 District Court Project Manager

Michael Jones, District Court Construction Project Manager
District Court Engineering & Central Services

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

2.3 Mandatory Walkthrough

A MANDATORY Walkthrough shall be held for this solicitation. We shall be meeting up in the front lobby area.

Date/Time: May 13th, 2021 at 10:00 AM

Location: District Court of MD – Montgomery County
191 East Jefferson Street
Rockville, MD 20850

Attendance at the Walkthrough is **mandatory** in order to facilitate better preparation of proposals.

As promptly as feasible subsequent to the Conference, all questions and answers known at that time will be posted to the Judiciary's Procurement website and eMaryland Marketplace Advantage.

2.4 Questions

- 2.4.1 The Procurement Officer shall accept written questions from prospective Offerors. Please submit all questions to the Procurement Officer by e-mail (See section 1.4).
- 2.4.2 Based on the availability of time to research, the Procurement Officer shall communicate a timely answer during the pre-proposal conference. Answers to all substantive questions that are not clearly specific only to the requestor will be posted on the Judiciary's procurement website and eMaryland Marketplace Advantage.
- 2.4.3 All questions are due to the Procurement Officer no later than 4:30 pm (local time) on May 17th, 2021.

2.5 Proposal Due (Closing) Date

The Offeror's proposal (Technical and Financial) must be received by the Procurement Officer **no later than 4:30 p.m. (local time) on May 20th, 2021** in order to be considered.

Requests for an extension of this date or time will not be granted. **Proposals received by the Procurement Officer after the due date and time will not be considered.**

Proposals shall be submitted by e-mail to the Procurement Officer.

2.6 Contract Type and Contract Term

2.6.1 Contract Type

The resulting contract shall be for Fixed Price.

2.6.2 Contract Term

The Contract resulting from this Small Procurement (RFP) shall begin with execution of Purchase Order and extend for a base period of one year.

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SECTION 3 – FORM OF RESPONSE & AWARD DETERMINATION

3.1 Form of Response

3.1.1 Two-Part Electronic Submission

The Proposal shall consist of two parts, Part One - Technical Response & Part Two – Financial Response.

Both parts of the proposal shall be submitted simultaneously and electronically, via e-mail, to the Procurement Officer listed in Section 2.1.

3.1.2 Part One – Technical Response

Offeror’s Technical Response shall include a written response to the Scope of Work that demonstrates the following:

- A. Response to the SOW: The Offeror shall include written responses, detailing how they plan to meet the Requirements in the SOW as outlined in Section 1. A timeline/work schedule for completion of the project shall be included also.
- B. Offerors Experience/References: The Offeror shall provide a list of 2-3 customer references, which highlight their experience servicing projects of similar size and scope to this RFP.

3.1.3 Part Two – Financial Response

The Financial Proposal shall contain all price information in the format specified in Attachment B (fully loaded fixed price).

3.2 Award Determination

The Contract resulting from this Small Procurement (RFP) will be awarded to the Offeror(s) whose proposal is determined to be the most advantageous to the State, based on the evaluated spectrum of price and services proposed.

- a) Price
- b) Response to the SOW
- c) Offeror’s Experience/References

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ATTACHMENTS

Attachment A	Technical Drawings
Attachment B	Price Proposal Form
Attachment C	Contractor Background Check Notice

ATTACHMENT A – TECHNICAL DRAWINGS



ATTACHMENT B – PRICE PROPOSAL FORM

Rockville DC Panic Buttons & DSX Upgrade

PRICE PROPOSAL FOR RFP # 13193

<u>Job Categories</u>	Price*
Materials	\$
Labor	\$
Training	\$
Miscellaneous	\$
Grand Total	\$

*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. There is no provision for additional travel reimbursement.

To be filled out and approved only by an authorized representative of the prospective Bidder.

Print Name and Title
Signature
Company Name and Address:
Contact (Telephone/E-Mail)
Federal Tax Identification No.



Administrative Office of the Courts

Operations Division

Effective Immediately

Any Offeror submitting proposals to bid on Maryland Judiciary Engagements for Contractors, Third Party Resources, Temporary Employees, or Training Resources agree that each candidate will supply the following:

- 1. Full Name**
- 2. Phone Number**
- 3. Personal/Private e-mail that has no connection to the employer**

This request will be included within all RFP's effective immediately so prospective employers understand their RFP obligation should they be successful in the sourcing process.

Candidate Information

(Feel free to list multiple candidates if applicable)

Name: _____

Phone: _____

E-Mail: _____