



Administrative Office of the Courts

Operations Division

Amendment # 1

RFP: MDJUD Master Contract for Graphic Design Services

Project ID: K21-0055-260

This Amendment is being issued to amend and clarify certain information contained in the above-named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been underlined (ex. new language) and language deleted has been marked with a strikeout (ex. ~~language deleted~~).

1. Modify Section 2.7 Insurance

A. The Contractor shall always 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.

B. 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 sixty (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.

C. 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 for acceptance and/or approval of any insurance by the Procurement Officer, shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract. The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy:

i. 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 for each accident; \$500,000 for each disease for each employee; and \$500,000 for each disease per the policy limit.

ii. 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:

iii. 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.

iv. 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.

v. Comprehensive Automobile Liability (if applicable):

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

\$1,000,000 Property Damage

The Contractor shall maintain Automobile and/or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland. In addition to owned automobiles, the coverage shall include hired automobiles and non-owned automobiles with the same limits of liability.

~~Cyber Security / Data Breach Insurance — (For any service offering hosted by the Contractor) ten million dollars (\$10,000,000) per occurrence. The coverage must be valid in all locations where work is performed and/or data or other information concerning the State's claimants and/or employers is processed or stored.~~

D. The insurance required under sub-paragraphs (A), (B), (C) 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 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 others.

E. If any of the work under the Contract is subcontracted, the Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Procurement Officer with the same documentation as is required of the Contractor.

2. Modify Page 43- ATTACHMENT E- PRICE PROPOSAL FORM

ATTACHMENT E – PRICE PROPOSAL FORM

MDJUD MASTER CONTRACT FOR GRAPHIC DESIGN SERVICES

PRICE PROPOSAL FOR RFP # K21-0055-260

1. Hourly rates and fees quoted shall be used as ceiling rates for PORFP's.
2. Offerors are to submit fully loaded hourly rates for all anticipated labor categories.
3. Offerors may add additional labor categories as necessary.

Job Categories/Fees	Base Yr. <u>1</u>	<u>Option Yr. 1</u> Base Yr. <u>2</u>	<u>Option Yr. 2</u> Base Yr. <u>3</u>	Option Yr. <u>3</u> <u>1</u>	Option Yr. <u>4</u> <u>2</u>
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
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.

(This form to be filled out by Offeror)
(Offeror may use additional pages if necessary)

Submitted by Authorized Signature:
Date:
Print Name and Title:
Company Name:
Company Address:
Federal Tax Identification No.
Telephone

Issued by: Sejal Lakhawala
Procurement Officer
April 13, 2021