



**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**

**Ocean City DC Courtroom Pews/Benches**

**Project 13192**

**ISSUED: 04/09/2021**

**This procurement is being conducted as a Request for Proposals (RFP) Category II Small Procurement, as prescribed in the Judiciary Procurement Policy.**

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>

**KEY INFORMATION SUMMARY SHEET**

**MARYLAND JUDICIARY**

**Small Procurement Request for Proposals**

**Ocean City DC Courtroom Pews/Benches**

**PROJECT # 13192**

**RFP Issue Date:** April 9<sup>th</sup>, 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](mailto:Christos.Bazekis@mdcourts.gov)

**Proposals must be sent to:** Christos Bazekis  
Via e-mail <[Christos.Bazekis@mdcourts.gov](mailto:Christos.Bazekis@mdcourts.gov)>

**Mandatory Walkthrough:** Friday, April 16<sup>th</sup>, 2021 at 2:00 PM

District Court of Maryland – Worcester County  
6505 Coastal Highway  
Ocean City, MD 21842

**Question & Response Due:** April 21<sup>st</sup>, 2021 by 4:30 PM

**Closing Date and Time:** Tuesday, April 27<sup>th</sup>, 2021 by 4:30 PM

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## SECTION 1 - GENERAL INFORMATION

### 1.1 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](mailto:Christos.Bazekis@mdcourts.gov)

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

### 1.2 District Court Project Manager

**Douglas Credle, District Court Project Manager**  
**District Court Engineering & Central Services**

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

### 1.3 Mandatory Walkthrough

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

**Date/Time:** April 16<sup>th</sup>, 2021 at 2:00 PM

**Location:** District Court of Maryland – Worcester County  
6505 Coastal Highway  
Ocean City, MD 21842

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.

### 1.4 Questions

- 1.4.1 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).
- 1.4.2 Based on the availability of time to research, the Procurement Officer shall communicate a timely answer during the Mandatory Walkthrough. 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.
- 1.4.3 All questions are due to the Procurement Officer no later than 4:30 pm (local time) on Tuesday, April 21<sup>st</sup>, 2021, by 4:30 PM.

**1.5 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 April 27<sup>th</sup>, 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.**

**1.6 Contract Type and Contract Term**

**1.6.1 Contract Type**

The resulting contract shall be for Fixed Price.

**1.6.2 Contract Term**

The Contract resulting from this Small Procurement (RFP) shall begin with the execution of the Purchase Order and extend for a base period of one year. The Judiciary shall have the sole right to exercise up to one, one-year renewal option at its discretion.

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## SECTION 2 – STATEMENT OF WORK

### 2.1 Background/Summary

The Administrative Office of the Courts (AOC) on behalf of the District Court of Maryland is seeking proposals from prospective Offerors to make one award for the removal and replacement of fourteen (14) pews/benches and two (2) gallery rails in compliance with the Americans with Disabilities Act (ADA) regulations in the courtroom. The Contractor shall match them as closely as possible to the existing style and maximize the seating capacity of the courtroom.

**Project Location:**  
**District Court of Maryland – Worcester County**  
**6505 Coastal Highway**  
**Ocean City, MD 21842**

### 2.2 Statement of Work - GENERAL

**The Contractor shall be responsible for delivering the following goods/services:**

#### 2.2.1 Summary

- A. Pews / Benches and Gallery Rails: Contractor shall remove and replace **fourteen (14) courtroom pew/benches** and **two (2) gallery rails** in the **courtroom**.
- B. Contractor shall provide supplementary and miscellaneous items, anchorage, braces, fasteners and devices incidental to, or necessary for a sound and secure installation.
- C. Contractor shall supply a layout of the benches that conforms to ADA regulations.
- D. Contractor shall match as close as possible, to the existing style and maximize the seating capacity of each courtroom.

#### 2.2.2 References

- A. ASTM E 84 - Test method for Surface Burning Characteristics of Building Materials.
- B. Architectural Woodwork Institute (AWI); seventh edition, 2020.

#### 2.2.3 Submittals

- A. Samples and Shop Drawings (**Post award only**):
  - 1. Finish wood sample: 12" x 12" with factory finish.
  - 2. Shop drawings showing construction and dimensioning.
  - 3. Warranty.
- B. Submit certification of source of material (**Post award only**).

#### **2.2.4 Quality Assurance**

- A. Quality of Construction: AWI Premium grade.
- B. Fabricator qualifications: Minimum of five years of documented successful experience in fabricating and installing work items similar in type and quality to those required for this project.
- C. Single-source fabrication and installation responsibility: Engage a qualified fabricator to assume undivided responsibility for work of this section, including fabrication, finishing and installation.
- D. Certification: All solid wood and veneers shall be from a maintained or sub stained forest.

#### **2.2.5 Product Delivery, Storage and Handling**

- A. Protect benches/pews during transit, delivery, storage, and handling to prevent damage, soilage and deterioration.
- B. Coordinate anchorage items for installation.
- C. Coordinate for staging and installation of products.

#### **2.2.6 Project Conditions**

- A. Environmental conditions: Obtain and comply with manufacturer/fabricator/installer coordinated advice for optimum temperature and humidity conditions for pews and benches during storage and installation. Install work of this section only when these conditions have been attained and stabilized so that woodwork is within plus or minus 1.0 percent of optimum moisture content from date of installation through remainder of construction period.

#### **2.2.7 Warranty**

- A. Contractor shall provide manufacturer/fabricator 5-year warranty on materials and workmanship.

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## **2.3 Statement of Work/Deliverables – PRODUCTS**

### **The Contractor shall be responsible for delivering the following goods/services:**

#### **2.3.1 Manufacturers**

##### **A. Acceptable Manufacturers/Fabricators**

1. Church Interiors Inc., High Point, North Carolina
2. Rainsville Church Pew Mfg. Co., Rainsville, Alabama
3. Imperial Woodworks, Inc, Waco, Texas
4. Virginia Church Furniture, Inc., Pulaski, Virginia
5. New Holland Custom Woodwork, New Holland, PA
6. Sauder Manufacturing Co., Archbold, Ohio
7. Approved equivalent.

#### **2.3.2 Materials**

##### **A. Bench: Solid wood or real wood veneer back and seat with wood supports; end panels with solid caps.**

1. Fabricate per approved shop drawings.
2. Adhesives: Type II (moisture resistant).
3. Back: solid back style.
4. Seat: solid wood or real wood veneer with solid wood edge band finished with bullnose edge.
5. Supports: solid with solid wood base and edge band.
6. End Panels: Custom Design
7. All exposed wood:
  - a. Type: Maple
  - b. Cut: Flat Cut
  - c. Solid Wood: Premium 1
  - d. Veneer: Premium 1; minimum 1/28" thick.



8. Continuous length benches over 16 ft in length must be joined with fully concealed locking mechanical connector with spline or dowel joint alignment.
9. Mechanically fasten to floor with concealed fasteners at each support panel.

### **2.3.3 Fabrication**

- A. Profiles and Sizes Indicated on Drawings or in Product Data Sheet.
  1. Body Supports: Exposed edges faced with matching solid stock so that no cross banding is exposed. Support shall be attached to seat body by four alternating concealed bolt fasteners. Bolt head plugged with Cherry buttons. Bottom of supports fabricated with provisions for scribing to floor and routed for concealed floor anchorage. Holes plugged with buttons. Maximum spacing shall be 5'-9".
- B. Assembly of Benches/Pews: Assemble all structural and stress areas by anchoring steel wood screws into solid Maple. Wooden plugs to match finish. Supports shall be attached to seat with two steel right angle brackets and wood screws.

### **2.3.4 Finish**

- A. AWI Finish System #2; Premium Grade: Transparent; factory finish.
  1. Stain: Match existing courtroom bench finish
  2. Comply with A WI Section 1500; factory finishing.
- B. Coordinate finish and color of stain with existing courtroom finish.

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## **2.4 Statement of Work/Deliverables – EXECUTION**

### **The Contractor shall be responsible for delivering the following goods/services:**

#### **2.4.1 Examination**

- A. Verify suitability of facilities to receive items.
- B. Notify the Owner in writing, of conditions detrimental to commencement of installation.
- C. Installation constitutes acceptance of responsibility for performance.
- D. Coordinate installation with work of other trades.

#### **2.4.2 Installation**

- A. Removal and disposal of existing courtroom benches (vendor must provide a dumpster if benches are to be discarded.)
- B. Install benches/pews according to manufacturer's recommendations
- C. Installation: Benches/pews may be assembled at the jobsite. Scribe each support to conform to irregularities that may occur in the floor.
  - 1. Each bench end shall be fastened to the floor with two fasteners.
- D. Work must be performed in evenings and/or weekends.

#### **2.4.3 Adjusting**

- A. Repair damaged and defective pew and bench finish work wherever possible to eliminate defects functionally and visually; where not possible to repair properly, replace pews and benches.
  - 1. Adjust joinery for uniform appearance.

#### **2.4.4 Cleaning**

- A. Clean finished work on exposed and semi-exposed surfaces. Touch-up shop applied finishes to restore damaged or soiled areas.

#### **2.4.5 Protecting**

- A. Installer shall advise all trades of final protection and maintained conditions necessary to ensure that work will be without damage or deterioration at time of acceptance.

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## **2.5 Contractor Minimum Requirements**

### **2.5.1 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.

### **2.5.2 Scheduling and Work Hours**

The Contractor shall complete all the necessary work during after-business hours and on weekends (See section 1.7).

### **2.5.3 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.

### **2.5.4 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 5-10 business days upon receipt of the Punchlist (see Section 1.10).

## **2.6 Pandemic Flu / Infectious Disease Policy**

### **2.6.1 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.

## **2.7 Work Hours/Scheduling**

2.7.1 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.
- 2.7.2 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.
- 2.7.3 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.

## **2.8 Workmanship / Tools & Supplies / Cleanup**

### **2.8.1 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.

### **2.8.2 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.

### **2.8.3 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.

## **2.9 Change Orders**

- 2.9.1 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.
- 2.9.2 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.

## **2.10 Final Walkthrough / Punchlist / Acceptance of Services**

### **2.10.1 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 sections 2.12 and 2.13).

### **2.10.2 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) to ten (10) business days of receipt of the Punchlist.
2. Final acceptance of the Service shall occur upon satisfactory completion of all punch list items.

### **2.10.3 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.

## **2.11 Damage to State and Personal Property**

2.11.1 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.

2.11.2 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.

## 2.12 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.

## 2.13 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.

## 2.14 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.

## 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
- d) Offeror’s Proposed Timeline (Up to Final Completion)

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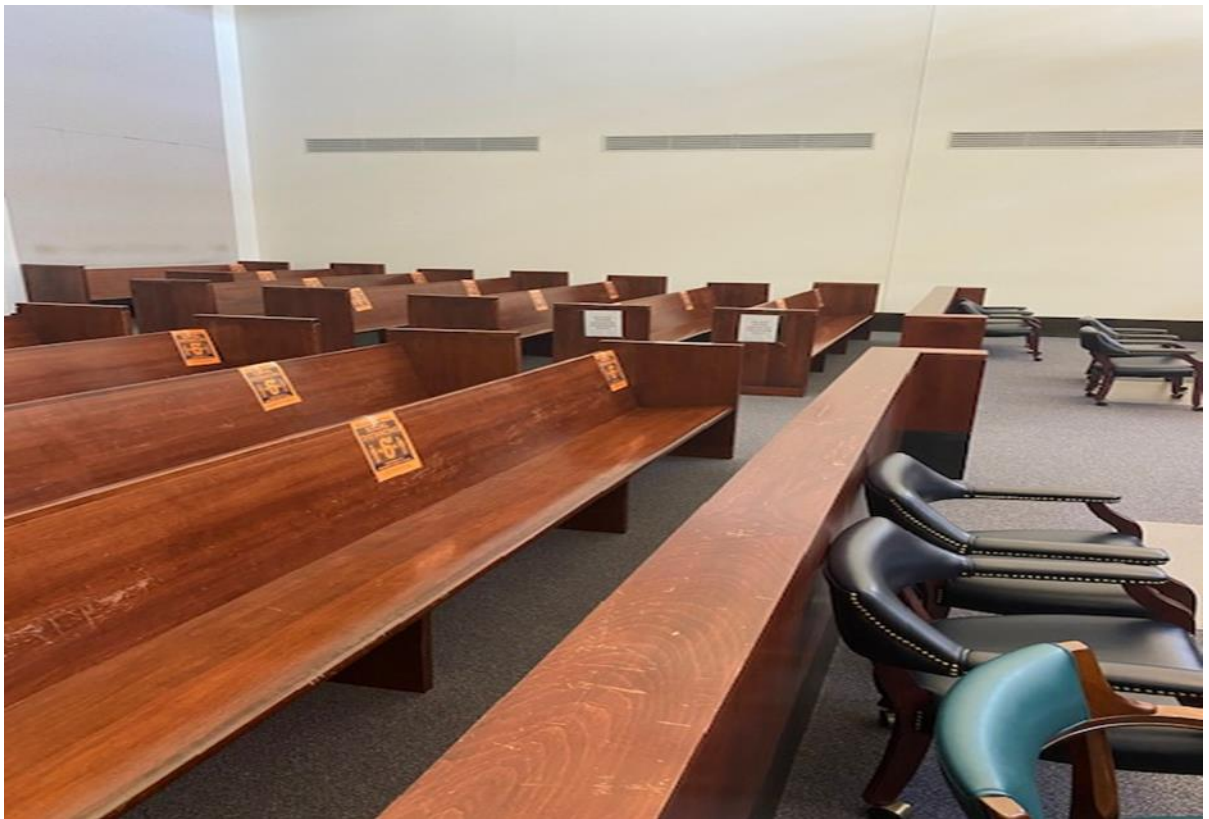


## **ATTACHMENTS**

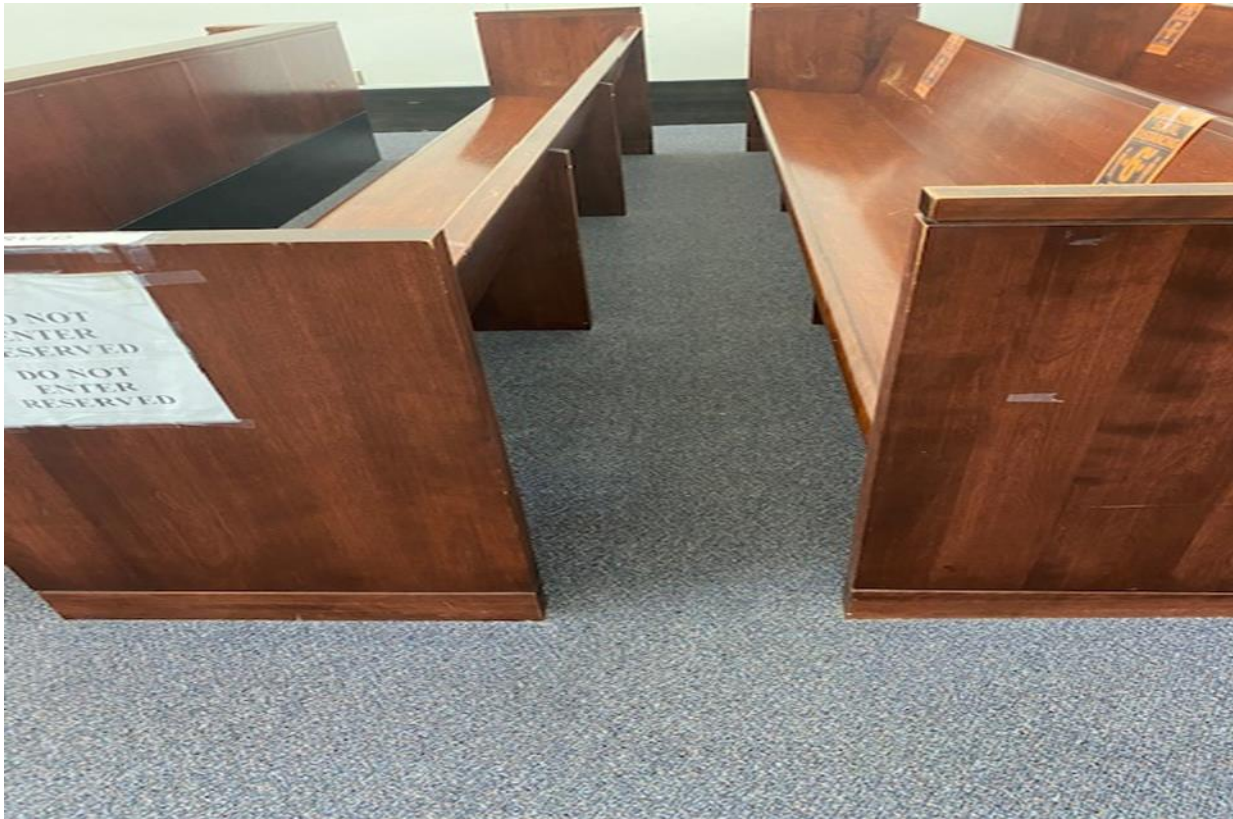
Attachment A      Technical Drawings  
Attachment B      Price Proposal Form

**ATTACHMENT A – TECHNICAL DRAWINGS**









**ATTACHMENT B – PRICE PROPOSAL FORM**

**Hagerstown DC Security Card Access System**

**PRICE PROPOSAL FOR RFP # 13193**

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

\*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.**

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