



Administrative Office of the Courts

Operations Division

Questions/Responses No. 1 to the Request for Proposals (RFP) K21-0056-40 Maryland Judiciary Architectural Services Master Contract

Ladies and Gentlemen:

The following questions for the above referenced RFP were received by e-mail and are answered and posted for all prospective Offerors. The statements and interpretations contained in the following responses to questions are not binding on the Maryland Judiciary unless the RFP is expressly amended. Nothing in the Maryland Judiciary's response to these questions is to be construed as agreement to or acceptance by the Maryland Judiciary of any statement or interpretation on the part of the Offeror asking the question.

Question 1: Can you please tell us if this is the first time the Courts have listed a bid for these services? If there is an incumbent vendor, what is their name?

Response: The current contract for these services is soon due to expire. For information on the current contract, please visit www.courts.state.md.us/procurement/mastercontracts.

Question 2: Please confirm Pre-Proposal Time is 1:00 Pm. Time on the Conference Form (Attachment D) shows 11:00 A.M.

Response: Pre-Proposal conference will be held on March 18, 2021 at 1:00 PM. Please see Amendment #1.

Question 3: The submittal is due on a day that many businesses observe as a holiday. Can the AOC please confirm that April 5th is in fact the correct due date?

Response: The Judiciary will extend the closing date to April 6, 2021. An amendment will be issued.

Question 4: Is there an MBE and VSBE percentage requirement for this contract? Will the percentages vary from task order to task order? Are these percentages against the gross fee or the amount subcontracted?

Response: Per RFP Section 1.23, the Judiciary shall assess the potential for an MBE and/or VSBE subcontractor participation goal for each TORFP, estimated to be \$100,000 or more. A goal shall be set at that time, if appropriate.

Question 5: Do we need to include all subconsultants in our submittal or will we reach out to subconsultants on a task order by task order basis?

Response: Please see RFP Section 1.19.

Question 6: Page 19, Section 2.9 Insurance C.iii., it references medical malpractice insurance. Are we correct in assuming that does not apply to this RFP?

Response: That is correct.

Question 7: Due date for delivery of proposal is Monday, April 5, 2021 at 2 P.M. We will be hand-delivering our proposal to your office; please confirm your office will be physically “open” to receive the hand-delivered proposal.

Response: Yes.

Question 8: (Page 22), Item E. Subcontractors: “Offerors must identify non-MBE subcontractors, if any and the role these subcontractors shall have in the performance of the Contract”. Do you want a listing of all the subconsultants (both MBE and non-MBE) as well as key personnel resumes and similar projects to show their experience in addition to the Architectural Prime Consultant?

Response: Yes.

Question 9: In Section 1.23, for each TORFP does every subcontractor utilized need to be either an MBE or VSBE certified firm?

Response: If the TORFP has an MBE/VSBE subcontracting goal, Offerors must meet it as part of their technical response. Offerors may also choose to use additional subcontractors (see Question 8 above).

Question 10: In Section 3.4.5 E-Subcontractors, it requires identification of non-MBE subcontractors. The subcontractors for each TORFP will be different. Do you want us to provide those subcontractors that we expect to use during the contract?

Response: Yes.

Question 11: Is it your expectation for us to submit a complete team in the Technical Proposal with designations for MBE and VSBE certified firms? To fulfill the requirements of the RFP, is an Organization Chart sufficient or should we submit firm and experience information, as well as resumes for the subcontractors?

Response: See RFP Section 3.4.5.E and 3.4.5 F

Question 12: There does not appear to be a standard of care in the RFP or in the sample contract. Will the following, typical language be inserted into the contract? “The standard of care for all design services performed under this Agreement shall be the care and skill ordinarily used by design professionals for projects of similar size, complexity, location and difficulty.”

Response: Per RFP Section 3.4.4, the Executive Summary shall identify any exceptions the Offeror has taken to the Contract.

Question 13: Will AOC consider modifying Par. 25.1 to have Contractor hold AOC harmless and indemnify it from claims that arise from the **negligent** performance or omission under the contract? Or if AOC inserts a standard of care, any actions that fall outside of the standard of care?

Response: See response to question #12.

Question 13: Will AOC consider a mutual waiver of consequential, special, indirect, and punitive damages?

Response: See response to question #12.

Question 14: Will AOC consider adding a sentence in Section 29.2 that is AOC uses the project files for another project, that Contractor has no liability for any subsequent use or modification?

Response: See response to question #12.

Issued by: Sejal Lakhawala
Procurement Officer
March 16, 2021