

#### STATE OF MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS PROCUREMENT, CONTRACT AND GRANT ADMINISTRATION 187 HARRY S. TRUMAN PARKWAY ANNAPOLIS, MD 21401 SMALL PROCUREMENT INVITATION FOR BID (IFB)

FOR

Movers for District Court of MD, Upper Marlboro

Project IFB 14178

#### ISSUED: 08/30/2021

# This procurement is being conducted as an Invitation for Bid (IFB) Category II Small Procurement, as prescribed in the Judiciary Procurement Policy.

Sole point of contact for this solicitation is the Procurement Officer. Bidders 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 IFB 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 Bidder'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 <u>http://www.mdcourts.gov</u>

#### THE JUDICIARY NOTICE TO BIDDERS/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 <u>Christos.Bazekis@mdcourts.gov.</u>

#### **Title: Movers for District Court of MD, Upper Marlboro Project No: 14178**

- 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**:

#### **KEY INFORMATION SUMMARY SHEET**

#### MARYLAND JUDICIARY

#### **Small Procurement Invitation for Bid**

#### Movers for District Court of MD, Upper Marlboro

#### **PROJECT # 14178**

IFB Issue Date:	August 30 <sup>th</sup> , 2021
IFB 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></christos.bazekis@mdcourts.gov>
N /	S

Mandatory Walkthrough:September 7th, 2021 at 10:00 AM<br/>(Meet at Location 1, Front Lobby)

Location 1	Location 2	Location 3
Upper Marlboro District	Public Storage	15101 Buck Lane
Court	800 Ritchie Road	Upper Marlboro, MD 20772
14735 Main Street	Capitol Heights, MD 20743	
Upper Marlboro, MD 20772		

Question & Response Due: September 10<sup>th</sup>, 2021 by 4:30 PM

Closing Date and Time: September 16<sup>th</sup>, 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 Bidders to find one moving company to move boxes from two locations in Upper Marlboro, MD to a single warehouse at 15101 Buck Lane, Upper Marlboro, MD 20772. The Judiciary shall provide access and onsite direction. All boxes shall be packed and pre-labeled by the Judiciary.

Moving From:	Moving To (Destination):	
Public Storage 800 Ritchie Road Capitol Heights, MD 20743	15101 Buck Lane	
Upper Marlboro District Court 14735 Main Street Upper Marlboro, MD 20772	Upper Marlboro, MD 20772	

#### **1.2 Purpose & Summary**

The District Court of Maryland needs to move its records as well as select items from two locations to a new storage unit which has direct loading bay access.

#### **1.3** Contractor Minimum Requirements

#### 1.3.1 References/Experience

Bidder shall have a minimum of three (3) years of experience providing moving services for projects of similar size and scope.

#### **1.4** Scope of Work/Deliverables

#### **1.4.1 Moving Services**

- 1.4.1.1 Move No. One: Public Storage to Destination
- 1. Contractor shall move approximately <u>5000 boxes and 57 6'x2' open-ended</u> <u>shelving units</u>.
- 2. Boxes are located on the second and third floor of the storage unit.
- 3. The Public storage location has three large shared elevators that can be used.
- 4. The Public storage location has a loading bay, approximately 20 feet from an elevator, where a truck can be backed up.
- 5. The Destination has two loading docks and the bay door directly accesses our storage space. An elevator will not be used at the destination.

#### 1.4.1.2 Move No. Two: Upper Marlboro District Court to Destination

- 1. Contractor shall move approximately <u>1000 boxes</u> from the Upper Marlboro Courthouse.
- 2. The boxes are located on the first and second floor.
- 3. The Upper Marlboro Courthouse has one shared elevator. Bidder may back truck up to a loading bay, approximately 20 feet from the elevator.
- 4. The Destination has two loading docks and the bay door directly accesses our storage space. An elevator will not be used at the destination.

#### **1.4.2** Completion Date

After the Contractor has been awarded, they shall correspond with the Project Manager (see section 2.2) to schedule commencement of work. The Contractor shall complete delivery of all services within fourteen (14) days of the commencement of work.

#### **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 Scheduling and Work Hours

The Contractor shall complete all the necessary work during regular-business hours with a soft-cutover period which may extend to 6:00 PM in some cases.

**Courthouse Normal Business Hours:** The Contractor is expected to arrive between 7:00-8:00 AM and to finish between 4:30-5:00 PM (Courthouse opens to the public from 8:30 PM to 4:30 PM).

**Public Storage Normal Business Hours:** For Public Storage, the building is only accessible between the hours of 9:30 AM and 6:00 PM.

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.

#### 1.7 Tools & Supplies / Cleanup

#### 1.7.1 **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.

#### 1.7.2 Cleanup

The 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 Contractor's use. The Contractor shall leave the area free of debris after each work shift. Each evening the Contractor shall move all of their equipment either off site, or to an area approved by Project Manager.

a) The Contractor is responsible for moving any furniture or other items and restoring any moved items to their original location. The 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** 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 <u>for each person entering the Courthouse for this project</u>.
- **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.

#### 1.14 Insurance

- A. The Successful Bidder will be required to provide a COI meeting the insurance requirements of this Solicitation.
- B. 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.
- C. 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.
- D. The requiring of any and all insurance as set forth in this IFB, 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 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. \*\*Only applicable if the vendor is likely to be driving in the State under this Contract. \*\*In addition to owned automobiles, the coverage shall include hired automobiles and non-owned automobiles with the same limits of liability.

- E. 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 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 others.
- F. 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.

#### **SECTION 2 - GENERAL INFORMATION**

#### 2.1 **Procurement Officer**

The sole point of contact in the Judiciary for purposes of this IFB 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

#### Charles Powell, Procurement Associate DC 66 - Administration

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 of the first location, and then proceed to walkthrough each location.

#### Date/Time: September 7<sup>th</sup>, 2021 at 10:00 AM (Meet at Location 1, Front Lobby)

**Locations:** 

Location 1	Location 2	Location 3
Upper Marlboro District	Public Storage	15101 Buck Lane
Court	800 Ritchie Road	Upper Marlboro, MD 20772
14735 Main Street	Capitol Heights, MD 20743	
Upper Marlboro, MD 20772		

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 Bidders. Please submit all questions to the Procurement Officer by e-mail (See section 2.1).
- 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 September 7<sup>th</sup>, 2021.

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

The Bidder's proposal (Technical and Financial) must be received by the Procurement Officer no later than 4:30 p.m. (local time) on September 16<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.

#### 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 (IFB) shall begin with execution of 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 3 – BID FORMAT/BASIS FOR AWARD

#### 3.1 Bid Format

- 3.1.1 The Bidder must submit a transmittal letter on the bidder's stationery. The sole purpose of the transmittal letter is to transmit the bid. It should be brief and signed by an individual who is authorized to commit the bidder to the services stated in this IFB. Submit the transmittal letter with the following documents to the Issuing Office prior to the submission deadline:
  - Bid Proposal Price Sheet (Attachment D) signed by authorized personnel.

# Bids shall be submitted electronically via e-mail to the responsible procurement officer (Section 2.1).

3.1.3 References. At least three (3) references are requested from customers who are capable of documenting the Bidder's ability to provide the goods and services specified in this IFB. Each reference shall be from a client for whom the Bidder has provided goods and services within the past five (3) years and shall include the following information:

1) Name of client organization;

2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and

3) Value, type, duration, and description of goods and services provided. The AOC reserves the right to request additional references or utilize references not provided by the Bidder.

#### 3.2 Basis for Award

Upon determination of the most financially favorable bid, review of the bid for responsiveness, and satisfaction that the bidder is responsible, the Procurement Officer shall, after obtaining all required approvals, award the Contract to that bidder.

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### ATTACHMENTS

Attachment APrice Proposal FormAttachment BContractor Background Check Notice

#### ATTACHMENT A – PRICE PROPOSAL FORM

#### Movers for District Court of MD, Upper Marlboro <u>PRICE PROPOSAL FOR IFB # 14178</u>

Line	Job Categories	Price*
1	Labor	\$
2	Materials	\$
3	Miscellaneous	\$
4	Miscellaneous	\$
	-	
5	Grand Total (Lines 1-4)	\$

\*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:	
Company Name and Address.	
Contact (Telephone/E-Mail)	
Federal Tax Identification No.	

#### ATTACHMENT B – CONTRACTOR BACKGROUND CHECK NOTICE



Administrative Office of the Courts

## **Operations Division**

Effective Immediately

Any Bidder 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 IFB's effective immediately so prospective employers understand their IFB obligation should they be successful in the sourcing process.

#### Candidate Information

(Feel free to list multiple candidates if applicable)

Name: _	
Phone: _	 _
E-Mail:	