



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

FOR

Building Lease JIS

Project K21-0034-29

ISSUED: December 21, 2020

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 Businesses 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 Lisa.Lee@mdcourts.gov.

Title: Building Lease JIS
Project No: K21-0034-29

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

Request for Proposals

Building Lease JIS

PROJECT # K21-0034-29

RFP Issue Date: December 21, 2020

RFP Issuing Office: Procurement, Contract and Grant Administration

Procurement Officer: Lisa Lee
Maryland Judiciary, Administrative Office of the Courts
Department of Procurement, Contract and Grant Administration
187 Harry S. Truman Parkway
Annapolis, MD 21401
410-260-1263
Lisa.Lee@mdcourts.gov

Proposals must be sent to: Lisa Lee
Maryland Judiciary, Administrative Office of the Courts
Department of Procurement, Contract and Grant Administration
187 Harry S. Truman Parkway
Annapolis, MD 21401

Closing Date and Time: January 21, 2021 at 2:00pm

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

This solicitation is intended for Commercial Building Property Owners only.

The Administrative Office of the Courts (AOC) issues this Request for Proposals (RFP) to contract for contiguous office space in the greater Annapolis, Maryland, area. The MD Judiciary will not consider space proposals contained in multiple buildings.

1.2 Abbreviations and Definitions

For the purpose of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. AOC- Administrative Office of the Courts.
- b. Contractor – The awarded Offeror.
- c. Local Time – Time in the Eastern Time Zone.
- d. MBE – Minority Business Enterprise (African American, Native American, Asian Pacific, Subcontinent Asians, and Women-owned Businesses currently so certified by the Maryland State Department of Transportation).
- e. Offeror – An entity that submits a proposal in response to this RFP.
- f. Procurement Officer – The Judiciary representative responsible for this RFP, for the determination of contract scope issues, and the only Judiciary representative who can authorize changes to the contract.
- g. RFP – Request for Proposals for **K21-0034-29** dated **December 21, 2020**, including any and all amendments.
- h. AOC Contract Manager– The Judiciary representative that serves as the technical manager for the resulting contract. The AOC Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
- i. Judiciary business hours – 8:00 a.m. – 5:00 p.m. Monday – Friday (excluding State holidays and any other days closed by order of the Chief Judge of the Court of Appeals.).

1.3 Contract Type

The Contract that results from this RFP shall be based on Fixed Price.

1.4 Contract Duration

The Contract resulting from this RFP shall begin no later than **October 1, 2022** and extend for a base period of ten (10) years. The AOC shall have the sole right to exercise up to five (5) one-year renewal options at its discretion.

1.5 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:

Lisa Lee
187 Harry S. Truman Parkway
Annapolis, MD 21401
410.260.1263
Lisa.Lee@mdcourts.gov

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

1.6 AOC Contract Manager

Terri Vukovich

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

1.7 Questions

- 1.7.1 The Procurement Officer shall accept written questions from prospective Offerors. Please submit all questions to the Procurement Officer by e-mail (See section 1.5).
- 1.7.2 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.

1.8 Proposal Due (Closing) Date

One original and three (3) copies of each proposal (Technical and Financial) must be received by the Procurement Officer **no later than 2:00 p.m. (Local Time) on January 21, 2021** in order to be considered.

One electronic version of the Technical Proposal must be included inside the Technical Proposal submission envelope. One electronic version of the Financial Proposal must be included inside the Financial Proposal submission envelope. Both electronic versions must be labeled with the RFP title, RFP number, and Offeror's name and be packaged with the original copy of the appropriate proposal (Technical or Financial).

Requests for an extension of this date or time will not be granted. Offerors' mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. **Proposals received by the Procurement Officer after the due date and time will not be considered.**

Proposals may not be submitted by e-mail or facsimile.

1.10 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 180 days following: (1) the closing date of proposals or (2) Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.11 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted on the Judiciary's Procurements webpage and on eMaryland Marketplace Advantage. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.12 Cancellations

The Judiciary reserves the right to cancel this RFP; accept or reject any and all proposals, in whole or in part, received in response to this RFP, waive or permit cure of minor irregularities' and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the Judiciary. The Judiciary also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.13 Oral Presentations/Discussions

Offerors may be asked to participate in oral presentations to expand on their proposal. The AOC expects to schedule those no later than three weeks after proposal receipt. The Procurement Officer will notify selected Offerors of the time and location.

Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded.

1.14 Incurred Expenses

The Judiciary will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.15 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

1.16 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of the Judiciary's Procurement Policy.

1.17 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

1.18 Public Access to Judicial Records

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Judiciary under Title 16, Chapter 900 of the Maryland Rules.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Technical Proposal and, if applicable, in the Financial Proposal.

1.19 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.23 below. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization consents to the terms of the RFP and will guarantee the performance of the subsidiary.

1.20 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP. **Any exceptions to the terms and conditions of this RFP must be clearly identified in the Executive Summary of the Technical Proposal. A proposal**

that takes exception to these terms may be rejected and therefore determined to be not reasonably susceptible of being selected for award.

1.21 Proposal Affidavit

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment A** of this RFP.

1.22 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment B** of this RFP. This Affidavit must be provided within five (5) business days of notification of proposed Contract award.

1.23 Minority Business Enterprises

Minority Business Enterprises and Veteran-owned Small Businesses are encouraged to respond to this solicitation notice. It is the goal of the Maryland Judiciary that certified MBEs and VOSB's participate.

There is no MBE Goal established for this solicitation.

1.24 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.25 Procurement Method

The Contract resulting from this RFP will be awarded in accordance with the competitive sealed proposals process.

1.26 Verification of Registration and Tax Payment

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offerors complete the registration prior to the due date for receipt of proposals. An Offeror's failure to complete the registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.27 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror

shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at:

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf

1.28 Non-Disclosure Agreement

All Offerors are advised that if a contract/lease is awarded as a result of this RFP, the successful Offeror shall be required to complete a Non-Disclosure Agreement. A copy of this Agreement is included for informational purposes as **Attachment D** of this RFP. This signed Agreement must be provided with the Offeror's signed contract.

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SECTION 2 – STATEMENT OF WORK

2.1 Purpose & Summary

The AOC is seeking proposals from prospective Offerors to award one contract for a full-service extended lease of contiguous office space within the greater Annapolis MD area. Building must be within **five (5)-mile maximum radius of 187 Harry S. Truman Parkway Annapolis, MD 21401** for occupancy no later than **October 1, 2022. Additional consideration will be given to properties that has the presence of fiber optic infrastructure into or near the building.**

This solicitation is intended for Commercial Building Property Owners only, no agents or brokers.

PLEASE NOTE - Additional Financial and Non-Financial Negotiations may follow with a selected short list of vendors following the submission of proposals.

2.2 Lessor Minimum Building Requirements

The Contractor shall:

- 2.2.1 Required Square Footage is estimate at 50,000 Sq. Ft gross.
- 2.2.2 Building must contain a minimum of 2,000 sq. ft (Not to exceed 2,500 sq. ft of warehousing space with a ramp (Floating Dock) within facility for loading and unloading area is a MUST. The loading area and small warehouse must be attached.
- 2.2.3 Direct loading dock to data center pathway – at least 9 ft height and 6 FT WIDE foot path.
- 2.2.4 Warehouse needs to accommodate all long-and short-term storage needs. This includes Network and Cabling, Rack Space, IT Equipment.
- 2.2.5 Required Parking including Handicap and Loading and Unloading. Loading and unloading will be separate, but at least 4 spaces per 1,000 sq. ft.
- 2.2.6 Building needs to contain Common space requirements for kitchen or break areas and meeting rooms.
- 2.2.7 Preferred that AOC Judicial Information Systems is the only Building Occupant.
- 2.2.8 Data Center - Minimum of 5,000 sq. ft. dedicated to housing and maintaining a Commercial IT Data Center with back-up power generation and temp and humidity-controlled room. The Data Center MUST be on the first floor on slab.
- 2.2.9 Separate dedicated entrance into the Data Center facility.

- 2.2.10 The ideal Data Center facility is a single-story slab on grade facility, to control exposure to water pipes supporting floors above the facility.
- The selected building should have the following characteristics to support a Data Center Facility Suitable location and permit clearance to install HVAC compressor units (on roof or outside of building).
 - Single story slab on grade building for the Data Center. Data Center should not be in a basement. And water pipes should not be above the facility.
 - Ceiling height – 10-14 feet to accommodate racking for data and overhead cabling / power.
 - Raised flooring and lowered ceiling.
 - Power capacity into the building at minimum 600 kw.
- 2.2.11 The Judiciary should have Security Access and control to the following:
1. Lobby
 2. Parking Lot
 3. Data Center Access
 4. Executive Area
- 2.2.12 Building shall be supported by all of AOC's telecommunications, systems to include but not limited to VOIP Video, data over wire, fiber optic, microwave, wireless, and any other commercially viable transmission services to and from the building.
- 2.2.13 The presence of fiber optic infrastructure into or near the building will be considered. The building should be accessible to fiber optic capabilities equal to or greater than the existing facility. The fiber infrastructure is required to support the telecommunication, and video capabilities JIS provides Statewide to Judiciary Facilities. In the event these capabilities are not available direct to the facility, the Judiciary reserves the right to build diverse entrances into the building. Preferably, the facility should be capable of supporting a structure on the roof for possible microwave technology. Need the ability to bring in a minimum 10GB of network bandwidth capacity.
- 2.2.14 If required, the cost for the outside plant work to bring the fiber facilities in the building could be considered during follow up lease negotiations.
- 2.2.15 Building will require the flexibility of diverse paths of fiber optic to Verizon and to the Maryland Department of Information Technology's (DoIT) Network Infrastructure (Network Maryland). In the event these capabilities are not available direct to the facility, the Judiciary reserves the right to build diverse entrances into the building. Thjs work may include, trenching, across property lines, and creating penetrations into the building to support fiber access into the facility.

2.3 Lessor Services Requirements

- 2.3.1 Lessor shall ensure that the property is in compliance at all times with the Maryland Accessibility Code and the 2010 (or most recent accepted) ADA standards for accessible design (US Department of Justice). There will be no exceptions to this requirement.
- 2.3.2 Lessor shall warrant and represent annually that the building and premises are free of friable asbestos, other hazardous or toxic materials, EMF radiation, and mold.
- 2.3.3 Lessor shall be responsible for providing building services including, but not limited to, maintenance, repairs, and pest control. Lessor shall designate smoking area in accordance with Judiciary policy.
- 2.3.4 Lessor shall allow for provisions to accommodate AOC building exterior signage.
- 2.3.5 Lessor shall, at Lessor's sole cost and expense, develop, design and construct on and in the Demised Premises, standard tenant build out where required.
- 2.3.6 When ready for occupancy, Lessor shall provide accurate, as-built drawings of the space in AutoCAD format and submitted electronically to the AOC at no additional cost to the AOC.
- 2.3.7 The Judiciary reserves the right to purchase the following services and to be priced independently as optional costs: Landscaping, custodial, trash removal, and snow removal.
- 2.3.8 Painting and re-carpeting provisions will be required every seven (7) years (If applicable).
- 2.3.9 Lessor assumes full responsibility for window cleaning (Inside/Outside), carpet cleaning, blind cleaning (If applicable), drapes/curtains (If applicable).

2.4 Acceptance of Services

- 2.4.1 The AOC Contract Manager or his/her designated representative has sole authority to determine the acceptable level of service.
- 2.4.2 When the AOC Contact Manager or his/her designee determines that Contractor service is unsatisfactory, the Contractor shall return to the site at the request of the AOC, or an authorized designee, and resolve the issue at no additional cost to the AOC.

2.5 Damage to State and Personal Property (if appropriate)

- 2.5.1 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.

2.5.2 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.

2.6 Failure to Respond

2.6.1 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.

2.7 Insurance

- A. 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.
- 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.

- 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 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.
- 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.

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SECTION 3 – PROPOSAL FORMAT

3.1 Two-Part Submission

- 3.1 Offerors must submit proposals in two separate volumes:
(a) Volume I - TECHNICAL PROPOSAL
(b) Volume II - FINANCIAL PROPOSAL

3.2 Proposals

- 3.2.1 Volume I-Technical Proposal must be sealed separately from Volume II-Financial Proposal but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP).
- 3.2.2 Submit **an** unbound original, so identified, and **three (3)** copies of each volume. An electronic version of both the Volume I- Technical Proposal and the Volume II- Financial Proposal must also be submitted.
- 3.2.3 Electronic media shall bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

3.3 Submission

- 3.3.1 Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal, respectively. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.
- 3.3.2 All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

3.4 Volume I – Technical Proposal

- 3.4.1 Transmittal Letter: A transmittal letter must accompany the Technical Proposal. The transmittal letter shall be signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP, including all addenda. Only one transmittal letter is needed, and it does not need to be bound with the Technical Proposal.
- 3.4.2 Format of Technical Proposal: Enclose **three (3)** copies and one electronic version inside the sealed package described in Section 3.3, above and an unbound original, to be so labeled. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's Technical Proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall allow Judiciary officials and the Evaluation Committee to "map" Offeror's responses directly to RFP requirements by paragraph number. The Technical Proposal shall include the following sections in the stated order:

3.4.3 Title and Table of Contents: The Technical Proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the Technical Proposal should follow the title page. *Note*: Information that is claimed to be confidential under RFP Section 1.18 is to be printed on yellow paper and placed after the Title Page and before the Table of Contents in the Offeror’s Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

3.4.4 Executive Summary: The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.” The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to the Judiciary’s terms and conditions, the Executive Summary should so state.

3.4.5 Offeror’s Technical Response to RFP Requirements:

A. General

Offerors shall address each RFP requirement in the Technical Proposal and describe how its proposed services will meet those requirements. If the Judiciary is seeking the Offeror’s agreement to a requirement, the Offeror shall state agreement or disagreement. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work, but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the Judiciary’s needs.

B. Offerors Experience and Capabilities: The Offeror shall include information on past experience with similar engagements. The Offeror shall describe their experience and capabilities through a response to the following: An overview of the Offeror’s experience providing the services. (additional items if needed, plans, timelines, etc.)

C. References. Provide three (3) current customer references where the customer is similar in size to the RFP scope. Provide the following information for each client reference:

- i. Name of Client Organization.
- ii. Name, title, and telephone number of Point-of-Contact for client organization.
- iii. Value, type, and duration of contract(s) supporting client organization.
- iv. The services provided, scope of the contract, and number of employees serviced.

- D. Financial Capability and Insurance: The Offeror shall include the following, for itself, and, as applicable, for any parent corporate, subsidiary or preference under RFP Section 1.19:
- Evidence that the Offeror has the financial capacity to provide the goods and/or services, as described in its proposal, via profit and loss statements and balance sheets for the last two (2) years.
 - By submitting a proposal in response to this solicitation, the Offeror warrants that it is able to provide evidence of insurance required by RFP Section 2.
- E. Subcontractors: Offerors must identify non-MBE subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract.
- F. Required Affidavits, Schedules and Documents to be submitted by Offerors in the Technical Proposal:
- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal).

3.5 Volume II - Financial Proposal

- 3.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, three (3) copies and one electronic copy of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in **Attachment C**. Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal.

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SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

- 4.1.1 Evaluation of the proposals shall be performed by a committee organized for the purpose of analyzing the Technical Proposals. Evaluations shall be based on the criteria set forth below. The Contract resulting from this RFP shall be awarded to the Offeror that is most advantageous to the Judiciary, considering price and the evaluation factors set forth herein. In making this determination, technical factors shall receive greater weight than price factors.
- 4.1.2 The Offeror shall be evaluated on the proposed services according to the specifications outlined in this RFP.

4.2 Technical Criteria

- 4.2.1 The criteria to be applied to each Technical Proposal are listed in descending order of importance:
- Technical response to requirements of RFP Section 2.
 - Characteristics of the building and presence of fiber optics infrastructure.
 - Proximity to 187 Harry S. Truman Parkway, Annapolis, MD.
 - The Offeror's experience and capabilities, including references.

4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed on **Attachment C – Price Proposal**.

Additional Financial and Non-Financial Negotiations will follow a short list of vendors after RFP closes.

4.4 Selection Process and Procedures

4.4.1 General Selection Process:

- A. The Contract shall be awarded in accordance with the competitive sealed proposals process under the Judiciary's Procurement Policy. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.
- B. Accordingly, the Judiciary may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the Judiciary also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the Judiciary may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

4.4.2 Selection Process Sequence:

- A. The first level of review shall be an evaluation for technical merit by the selection committee. During this review, oral presentations and discussions may be held.

The purpose of such discussions shall be to assure a full understanding of the Judiciary's requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the Judiciary.

- B. The Financial Proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the Financial Proposals of Offerors, the Procurement Officer may again conduct discussions.
- C. When in the best interest of the Judiciary, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- D. Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer shall recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the Judiciary considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror's determination, technical shall be given greater weight than price factors.

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ATTACHMENTS

Attachment A	Proposal Affidavit
Attachment B	Contract Affidavit
Attachment C	Price Proposal Form
Attachment D	Non-Disclosure Agreement
Attachment E	Sealed Envelope Labels

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ATTACHMENT A –PROPOSAL AFFIDAVIT (Authorized Representative and Affiant)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing Contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business): **if none, so state:**

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961, et seq., or the Mail Fraud Act, 18 U.S.C. § 1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

- (5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
 - (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
 - (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
 - (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment): **if none, so state:**
-
-
-

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

if none, so state:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established, and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

if none, so state:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offerors or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which means every business entity having a contract, lease, or other agreement, with a single governmental entity involving cumulative consideration of at least \$200,000 with (1) the State, a county, a municipal corporation, or other political subdivision of the State; and (2) a unit of the State shall file a statement of contributions with the State Board of Elections as defined in the Election Law Article §14-104.

H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE): **if none, so state:**

Name: _____
Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

I. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

J. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____

(Authorized Representative and Affiant)

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ATTACHMENT B – CONTRACT AFFIDAVIT



CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT: _____

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

if none, so state):

Name: _____

Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

if none, so state):

Name: _____

Department ID Number: _____

Address: _____

C. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-109, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____

(printed name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)

ATTACHMENT C – PRICE PROPOSAL FORM

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

Price Proposal for K21-0034-29

The AOC has the right to accept or decline any add-on services in columns B, C, D, and E

*If snow removal is included in the price of landscaping, please indicate N/A.

<i>Offerors may propose up to 10 base years. Offerors must insert the base year number or option year number below</i>	A	B	C*	D	E	F
	Rent	Landscaping	Snow Removal	Utilities	Janitorial Services	Fully Loaded Rent
Base Year 1	\$	\$	\$	\$	\$	\$
Base Year 2	\$	\$	\$	\$	\$	\$
Base Year 3	\$	\$	\$	\$	\$	\$
Base Year 4	\$	\$	\$	\$	\$	\$
Base Year 5	\$	\$	\$	\$	\$	\$
Base Year 6	\$	\$	\$	\$	\$	\$
Base Year 7	\$	\$	\$	\$	\$	\$
Base Year 8	\$	\$	\$	\$	\$	\$
Option Year 1	\$	\$	\$	\$	\$	\$
Option Year 2	\$	\$	\$	\$	\$	\$
Option Year 3	\$	\$	\$	\$	\$	\$
Option Year 4	\$	\$	\$	\$	\$	\$
Option Year 5	\$	\$	\$	\$	\$	\$

Option Year 6	\$	\$	\$	\$	\$	\$
Option Year 7	\$	\$	\$	\$	\$	\$
Total Fully Loaded Evaluated Price			\$			

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

ATTACHMENT D – NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20____, by and between Administrative Office of the Courts (“AOC”) and _____ (Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the Contractor and AOC have entered into Contract No. **K21-0034-29** (the “Contract”); and

WHEREAS, in order for Contractor to perform the work required under the Contract, or in the course of that work, the Contractor, the Contractor’s subcontractors, and the Contractor’s and subcontractors’ employees and agents (**collectively the “Contractor’s Personnel”**) may come into contact with information maintained or held by the Judicial branch of the Maryland government (“Confidential Information”), including the AOC and all courts, units and departments (**collectively “the Judiciary”**); and

WHEREAS, the Judiciary, in order to comply with the law, fulfill its various missions, and enhance the safety of participants in the judicial process, must ensure the confidentiality of certain information, and, to that end, must act as the sole entity with the authority to determine which information held by the Judiciary may be disclosed to persons or entities outside of the Judiciary; and

WHEREAS, Contractor acknowledges that Contractor’s compliance with this Agreement is a condition of doing business with AOC,

NOW, THEREFORE, Contractor agrees as follows:

1. “Confidential Information” includes any and all information provided by or made available by the Judiciary to Contractor’s Personnel in connection with the Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such or disclosed deliberately or inadvertently. Such information is Confidential Information, whether or not its contents may also be gathered from other sources or may subsequently be disseminated to the public. Confidential Information includes, by way of example only, information that the Contractor’s Personnel sees, views, hears, takes notes from, copies, possesses or is otherwise provided access to and use of by the Judiciary, whether the information relates to the Contract or the Contract has placed the Contractor’s Personnel in the position to receive the information. Confidential information further includes information both held by the Judiciary and derived or created from information held by the Judiciary.

2. Contractor’s Personnel shall not, without the AOC’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information, except for the sole and exclusive purpose of performing under the Contract and except for disclosures to such Judiciary employees whose knowledge of the information is necessary to the performance of the Contract. Contractor shall limit access to the Confidential Information to Contractor’s Personnel who: 1) have a demonstrable need to know such Confidential Information in order to perform Contractor’s duties under the Contract and 2) have agreed with Contractor in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of Contractor’s Personnel are attached hereto and made a part hereof as Exhibit 1. With respect to information pertaining to the job performance, skills, or conduct of any Judiciary employee, the **only person with the need to know such information is _____**, and, except in cases of emergency involving imminent or actual bodily harm or significant property loss or damage, such information may only be disseminated to him, or, in his absence, to the State Court Administrator.

3. Contractor shall require each employee, agent, and subcontractor whose name appears on Exhibit 1 to sign a writing acknowledging receipt of a copy of, and agreeing to comply with the terms and conditions of, this Agreement. Subcontractors shall expressly agree to all of the terms applicable to Contractor. Accordingly, subcontractors must require their employees and agents to sign such a writing and must submit those individuals' names to the Contractor for inclusion on Exhibit 1. Upon the Procurement Officer's request, Contractor shall provide originals of all such writings to the AOC. Contractor and subcontractors shall update Exhibit 1 by adding additional names as needed and shall ensure that no employee or agent comes into contact with Confidential Information before that person has signed this Agreement. This Agreement shall not be construed to create an employment relationship between AOC and any of Contractor's or subcontractors' personnel.
4. If Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in Contractor's performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, Contractor shall first obtain AOC Contract Manager's written consent to any such dissemination. AOC's Contract Manager may grant, deny, or condition any such consent, as it may deem appropriate in the AOC Contract Manager's sole and absolute subjective discretion.
5. Contractor shall hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to, or theft by, unauthorized third parties, and prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
6. Contractor shall promptly advise the AOC Contract Manager in writing if Contractor learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with AOC in seeking damages and/or injunctive or other equitable relief against any such person(s).
7. Upon the earlier of AOC's request or termination of the Contract, Contractor shall, at its own expense, return to the AOC Contract Manager, all copies of the Confidential Information, no matter how formatted or stored, in Contractor's and/or Contractor's Personnel's care, custody, control or possession.
8. A breach of this Agreement by the Contractor or noncompliance by Contractor's Personnel with the terms of this Agreement shall also constitute a breach of the Contract. The termination of the Contract does not terminate Contractor's obligations under this Agreement.
9. Contractor acknowledges that any failure by the Contractor or Contractor's Personnel to abide by the terms of this Agreement may cause irreparable harm to the Judiciary and that monetary damages may be inadequate to compensate the Judiciary for such breach. Accordingly, the Contractor agrees that the AOC may, in addition to any other remedy available to AOC under Maryland and any applicable federal law, seek injunctive relief and/or liquidated damages of \$1,000 for each unauthorized disclosure. Contractor consents to personal jurisdiction in the Maryland State Courts and to the application of Maryland law, if AOC so elects in its sole discretion, irrespective of Maryland's conflict-of-law rules. If the Judiciary suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part, to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the Judiciary from and against any such losses, damages, liabilities, expenses, and/or costs.
10. The parties further agree that 1) Contractor's rights and obligations under this Agreement may not be assigned or delegated, by operation of law or otherwise, without AOC's prior written consent; 2) the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall be construed to provide the broadest possible protection against the disclosure of Judiciary information; 3) signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and 4) the Recitals are not merely prefatory but are an integral part hereof.

Contractor:

Administrative Office of the Courts

By: _____ Date: _____

Received by: _____

Name: _____

Date: _____

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ATTACHMENT E –SEALED ENVELOPE LABELS

Proposals shall be submitted in a SEALED ENVELOPE with the label provided below affixed to the front.

FROM: _____

SEALED **TECHNICAL** PROPOSAL
TO BE DELIVERED AND OPENED BY:

Maryland Judiciary
PROCUREMENT, CONTRACT AND GRANT ADMINISTRATION
187 HARRY S. TRUMAN PARKWAY
ANNAPOLIS, MARYLAND 21401

PROPOSAL TITLE: Building Lease JIS

PROPOSAL NUMBER: K21-0034-29

PROPOSAL DUE DATE AND TIME: January 21, 2021 at 2:00pm

BUYER'S NAME: Lisa Lee 410-260-1263

Proposals shall be submitted in a SEALED ENVELOPE with the label provided below affixed to the front.

FROM: _____

SEALED **FINANCIAL** PROPOSAL
TO BE DELIVERED AND OPENED BY:

Maryland Judiciary
PROCUREMENT, CONTRACT AND GRANT ADMINISTRATION
187 HARRY S. TRUMAN PARKWAY
ANNAPOLIS, MARYLAND 21401

PROPOSAL TITLE: Building Lease JIS

PROPOSAL NUMBER: K21-0034-29

PROPOSAL DUE DATE AND TIME: January 21, 2021 at 2:00pm

BUYER'S NAME: Lisa Lee 410-260-1263

Proposals shall be submitted in a SEALED ENVELOPE with the label provided below affixed to the front.

FROM: _____

SEALED **TECHNICAL & FINANCIAL** PROPOSAL
TO BE DELIVERED AND OPENED BY:

Maryland Judiciary
PROCUREMENT, CONTRACT AND GRANT ADMINISTRATION
187 HARRY S. TRUMAN PARKWAY
ANNAPOLIS, MARYLAND 21401

PROPOSAL TITLE: Building Lease JIS

PROPOSAL NUMBER: K21-0034-29

PROPOSAL DUE DATE AND TIME: January 21, 2021 at 2:00pm

BUYER'S NAME: Lisa Lee 410-260-1263