STATE OF MARYLAND
ADMINISTRATIVE OFFICE OF THE COURTS
PROCUREMENT, CONTRACT AND GRANT ADMINISTRATION
2003 C COMMERCE PARK DRIVE
ANNAPOLIS, MD 21401

REQUEST FOR PROPOSALS (RFP)

FOR

2020 MACRO Convention

Project K21-0001-26O

ISSUED: 09/09/2019

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 (MBEs) 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 Christos.Bazekis@mdcourts.gov.

Title: 2020 MACRO Convention
Project No: K21-0001-26O

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

2020 MACRO Convention (Mediators)

PROJECT # K21-0001-26O

RFP Issue Date:	**09/09/2019**
RFP Issuing Office:	**Procurement, Contract and Grant Administration**
Procurement Officer:	**Christos Bazekis** **Maryland Judiciary, Administrative Office of the Courts** **Department of Procurement, Contract and Grant Administration** **2003 C Commerce Park Drive** **Annapolis, MD 21401** **410-260-1583** **Christos.Bazekis@mdcourts.gov**
Proposals must be sent to:	**Christos Bazekis** **Maryland Judiciary, Administrative Office of the Courts** **Department of Procurement, Contract and Grant Administration** **2003 C Commerce Park Drive** **Annapolis, MD 21401**
Pre-Proposal Conference:	**None**
Closing Date and Time:	**September 25, 2019, 2:00pm**

A. TABLE OF CONTENTS

SECTION 1 - GENERAL INFORMATION 6

1.1 SUMMARY STATEMENT 6
1.2 ABBREVIATIONS AND DEFINITIONS 6
1.3 CONTRACT TYPE 6
1.4 CONTRACT DURATION 6
1.5 PROCUREMENT OFFICER 7
1.6 AOC CONTRACT MANAGER 7
1.7 PRE-PROPOSAL CONFERENCE 7
1.8 QUESTIONS 7
1.9 PROPOSAL DUE (CLOSING) DATE 7
1.10 DURATION OF OFFER 8
1.11 REVISIONS TO THE RFP 8
1.12 CANCELLATIONS 8
1.13 ORAL PRESENTATIONS/DISCUSSIONS/INTERVIEWS 8
1.14 INCURRED EXPENSES 9
1.15 ECONOMY OF PREPARATION 9
1.16 PROTESTS/DISPUTES 9
1.17 MULTIPLE OR ALTERNATE PROPOSALS 9
1.18 ACCESS TO PUBLIC INFORMATION ACT NOTICE 9
1.19 OFFEROR RESPONSIBILITIES 9
1.20 MANDATORY CONTRACTUAL TERMS 10
1.21 PROPOSAL AFFIDAVIT 10
1.22 CONTRACT AFFIDAVIT 10
1.23 MINORITY BUSINESS ENTERPRISES 10
1.24 ARREARAGES 10
1.25 PROCUREMENT METHOD 10
1.26 VERIFICATION OF REGISTRATION AND TAX PAYMENT 10
1.27 PAYMENTS BY ELECTRONIC FUNDS TRANSFER 11
1.28 NON-DISCLOSURE AGREEMENT 11

SECTION 2 – STATEMENT OF WORK 12

2.1 PURPOSE & SUMMARY 12
2.2 CONTRACTOR REQUIREMENTS/ SCOPE OF WORK 12
2.3 PROPOSAL SUBMITTAL REQUIREMENTS 12
2.4 ACCEPTANCE OF SERVICES 12
2.5 INSURANCE 14

SECTION 3 – PROPOSAL FORMAT 17

3.1 TWO-PART SUBMISSION 17
3.2 PROPOSALS 17
3.3 SUBMISSION 17
3.4 VOLUME I – TECHNICAL PROPOSAL 17
3.5 VOLUME II - FINANCIAL PROPOSAL 19

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE 20

4.1 EVALUATION CRITERIA 20
4.2 TECHNICAL CRITERIA 20
4.3 FINANCIAL CRITERIA 20
4.4 SELECTION PROCESS AND PROCEDURES 20

ATTACHMENTS 22

ATTACHMENT A – STANDARD CONTRACT AGREEMENT 23
ATTACHMENT B –PROPOSAL AFFIDAVIT (AUTHORIZED REPRESENTATIVE AND AFFIANT) 35
ATTACHMENT C – CONTRACT AFFIDAVIT 39
ATTACHMENT D – PRE-PROPOSAL CONFERENCE RESPONSE FORM 41
ATTACHMENT E – PRICE PROPOSAL FORM 42
ATTACHMENT F – NON-DISCLOSURE AGREEMENT 43

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The Administrative Office of the Courts (AOC) issues this Request for Proposals (RFP) to solicit proposals from prospective Offerors to provide meeting space to accommodate up to 350 guests for its **2020 MACRO Convention.**

The Offeror will need to be able to provide adequate plenary and break out meeting space, exhibitor space, AV services, free parking, and adequate space for group meals.

1.2 Abbreviations and Definitions

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

a. Contract – The Contract attached to this RFP as Attachment A

b. Contractor – The selected Offeror

c. Local Time – Time in the Eastern Time Zone

d. MBE – Minority Business Enterprise 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 **K21-0001-26O** dated **09/09/2019,** 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 **with contract execution** and extend until December 20, 2020.

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:

Christos Bazekis
2003 C Commerce Park Drive
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.

1.6 AOC Contract Manager

Alecia Parker

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

1.7 Pre-Proposal Conference

A Pre-Proposal Conference will not be held.

1.8 Questions

1.8.1 The Procurement Officer shall accept written questions from prospective Offerors. Please submit all questions to the Procurement Officer by e-mail.

1.8.2 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 eMarylandMarketplace.

1.9 Proposal Due (Closing) Date

One original and two (2) copies of each proposal (Technical and Financial) must be received by the Procurement Officer **no later than 2:00 p.m. (local time) on September 25, 2019** 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 eMarylandMarketplace. 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 two 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 Information Act Notice

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 the Public Information Act, Title 4, Subtitle 1, Part III of the General Provisions Article of the Annotated Code of Maryland or Maryland Rules 16-901 through 16-912, the Court Access 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 the Contract, attached as Attachment A. Any exceptions to the terms and conditions of the Contract 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 B 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 C 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 (MBE) are encouraged to respond to this solicitation notice. It is the goal of the Maryland Judiciary that certified MBEs 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 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 F 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 Administrative Office of the Courts (AOC) issues this Request for Proposals (RFP) to solicit proposals from prospective Offerors to provide meeting space to accommodate up to 350 guests for its 2020 Mediators Convention.

The facility will need to have adequate plenary and break out meeting space, exhibitor space, AV services, free parking, and adequate space for group meals.

2.2 Contractor Requirements/ Scope of Work

2.2.1 Conference Locations: Only facilities located in the following counties/areas in Maryland are eligible for Contract Award:

- Anne Arundel County
- Howard County
- Northern Prince George's County
- SW Baltimore County

2.2.2 The **Offeror must propose** at least one of following dates:

- Wednesday, December 4, 2020
- Wednesday, December 11, 2020

2.2.3 a. The Offeror shall provide an opportunity for an on-premise walkthrough and provide further clarifications to their proposal, to be scheduled on a mutually convenient date.

b. The walkthrough shall include a review of all proposed meeting rooms.

2.2.4 The Offeror must be able to accommodate the following requirements to be considered for award:

a. Registration Area:

- Shall be centralized and near plenary meeting space
- Shall include 6 skirted tables with chairs plus space to accommodate registrants

b. Exhibitor Space:

- Shall be staged in a common area easily accessible by convention guests
- Shall include 15 skirted tables with 2 chairs each

c. **Plenary Meeting Space:**
    - Shall hold up to 350 guests- Theater room style seating or tables in rounds
    - Podium with microphone in front of room
    - 2 audience microphones
    - LCD Projector and two (or more) screens (with capability to connect to our laptops- Contractor shall provide all appropriate cables)
    - Room wired for sound with speakers
    - Internet access/Wi-Fi included at no additional charge to guests

d. **Breakout Meeting Space:**
    - **8 breakout rooms required- Configurations will likely include classroom, theater, and U-shape (Plenary space may be used as a breakout room if necessary)**
    - Holding sizes of each breakout room to vary- 30-100+ people
    - LCD projector and screen (with capability to connect to our laptops- Contractor shall provide all appropriate cables)
    - Each room wired for sound with speakers
    - 1 microphone required in each breakout room
    - Internet access/Wi-Fi included in all breakout rooms at no additional charge to guests

e. **Meal Requirements:**

    - **Breakfast**- serves up to 350 guests

        - Continental Breakfast- to include hard boiled eggs
        - Coffee (regular & decaf), tea, and water

    - **A.M Break**- serves up to 350 guests- coffee, tea, soft drink variety, water

    - **Lunch**- serves up to 350 guests- Buffet style with several stations to accommodate all guests quickly and efficiently.

        - Hot entrees shall include vegetarian, vegan, and gluten free options
        - Salad, sides, soda, water, coffee and tea

    - **P.M Break**- Serves up to 350 guests
        - Mini desserts/ parfait, savory snacks
        - Sodas, water, coffee, tea

    - **All day-** Water available in all meeting spaces

    - **Morning-** Coffee/tea available throughout morning

- Meal space must be capable of handling large number of guests in short amount of time

- Offeror shall be able to provide special dietary options to include Kosher, vegetarian, and gluten free upon request

f. Dedicated A/V Professional throughout entire event

g. Parking:
Offeror shall provide on-site, free parking for all guests. Parking spaces shall be of walking proximity to the site.

h. Complimentary Room: One complimentary hotel guest room shall be included at no additional cost for the night prior to the event

i. Offeror shall allow direct billing and note the AOC will **not** make any deposits prior to the event.

2.3 Proposal Submittal Requirements

In addition to requirements in Section 3 of this RFP, Offerors shall provide the following in their technical proposal:

- Proposed conference date(s)
- Hotel information packet (containing floor plans, breakfast and lunch details- see 2.2.4- section D)
- Acknowledgment of all requirements stated in section 2.2

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.

2.5 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 (**2) two** 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 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 is 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.

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)
- 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.

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 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 E. 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.
- 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 D – Price Proposal.

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	Contract
Attachment B	Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Price Proposal Form
Attachment E	Non-Disclosure Agreement

*** FOR INFORMATIONAL PURPOSES ONLY- DO NOT SUBMIT WITH PROPOSAL***

ATTACHMENT A – STANDARD CONTRACT AGREEMENT

MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS
STANDARD TERMS AND CONDITIONS
(Enter Project Name)
Contract number: KXX-XXXX-XX

This Contract is made this _____ day of _____ YEAR, by and between the Administrative Office of the Courts (the "AOC") in the State of Maryland and **(Company Name)**, **(Company Address)** (the "Contractor") with Federal Taxpayer Identification Number **XX-XXXXXXX**.

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the AOC and the Contractor agree as follows:

1. <u>Scope of Contract</u>

1.1 The Contractor shall provide **(Add language to fit the procurement)** (hereinafter "Goods" or "Services"), and other deliverables in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

Exhibit B: Request for Proposals dated **(Enter RFP Date)** and all amendments and exhibits thereto (collectively referred to as the "RFP")

Exhibit C: Contractor's Proposal dated **(Enter Contractors Proposal Date)** and any subsequent BAFO dated **(Enter BAFO Date)** (collectively referred to as "the Proposal")

Exhibit D: Non-Disclosure Agreement

1.2 If there are any inconsistencies between the Contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between Exhibit B and Exhibit C, Exhibit B shall prevail.

1.3 No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Any modification to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law and the Maryland Judiciary's Procurement Policy and procedures.

1.4 Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a written change order and include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.

1.5 Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2. <u>Term of the Contract</u>

Unless the Contract is terminated earlier as provided herein, the term of the Contract is the period of **(x) year** beginning at the execution date of the Contract. The AOC, at its sole option, shall have the unilateral right to extend the Contract for up to **xx (x)**, years(s)/month(s) renewal options at its discretion. Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive the expiration or termination of the Contract.

3. <u>Consideration and Payment</u>

3.1 In consideration of the satisfactory performance of the Services, the AOC shall pay the Contractor in accordance with the terms of this Contract and at the rate specified in the Request for Proposal. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to the original form of this Contract may not exceed **$.....** (the "NTE Amount").

3.2 All invoices shall be submitted within thirty (30) calendar days after the completion and acceptance by the AOC for each deliverable and include the following information: name and address of the AOC; vendor name; remittance address; federal taxpayer identification or (if owned by an individual) his/her social security number; invoice period; invoice date; invoice number; amount due; and the deliverable ID number for the deliverable being invoiced. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the requested information.

3.3 Payments to the Contractor for each deliverable should be made no later than thirty (30) days after the acceptance of the deliverable and receipt of a proper invoice from the Contractor. Charges for late payment of invoices are prohibited.

3.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with this

Contract. Final payment shall not be construed as a waiver or termination of any rights and remedies available to AOC for any failure of Contractor to perform the Contract in a satisfactory and timely manner.

4. Warranties

The Contractor hereby represents and warrants that:

4.1 It is qualified to do business in the State of Maryland and that it will take such action as may be necessary to remain so qualified;

4.2 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;

4.3 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract; and

4.4 It is responsible for all acts and omissions of its agents, employees, and subcontractors, including, but not limited to violations of the Non-Disclosure Agreement.

5. Patents and Copyrights, if applicable

5.1 If the Contractor furnishes any design, device, material, process, code, or other item that is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license for the AOC's use of such item or items.

5.2 The Contractor shall defend or settle, at its own expense, any claim or suit against the State, AOC, or their employees acting within the scope of employment, alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also shall pay all damages and costs that by final judgment might be assessed against the State, AOC, or their employees acting within the scope of employment, due to such infringement and all attorney fees and costs incurred by the State to defend against such a claim or suit.

5.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become the subject of a claim of infringement, the Contractor shall, at its option and expense: (a) procure for the AOC the right to continue using the applicable item: (b) replace the product with a non-infringing product substantially complying with the item's specifications, or; (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

5.4 If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, code, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the AOC, its officers, agents, and employees with respect to any

claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by any Contract awarded.

6. Non-hiring of Employees

No employee of the Maryland Judiciary or any unit hereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall become or be an employee of the Contractor, as provided under MD Code, General Provisions § 5-501, *et seq*.

7. Non-employment of Contractor's Employees

Nothing in this contract shall be construed to create an employment relationship between the AOC and any employee of either the Contractor or the Contractor's subcontractors.

8. Disputes

Any claim regarding the proper interpretation of this Contract shall be submitted, in writing, to the Procurement Officer, together with a statement of grounds supporting the Contractor's interpretation. Pending resolution of a claim by the Procurement Officer, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. An adverse decision to the Contractor may be appealed by the Contractor to the AOC within fifteen (15) days of the Procurement Officer's decision for adjudication pursuant to the Maryland Judiciary's Procurement Policy.

9. Maryland Law

The place of performance of this Contract shall be the State of Maryland. This Contract shall be performed, construed, interpreted, and enforced according to the laws of the State of Maryland, including MD Code, State Government § 12-204. No action relating to this contract shall be brought in any forum other than Maryland, whether or not the AOC is a party to such an action.

10. Non-discrimination in Employment

Contractor shall not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of employees, subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination.

The Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace.

The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Contractor from participating in AOC contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. As a condition of entering into this Contract, the Contractor represents and warrants that every subcontract it has entered into or will enter into for the performance of any of the work under this Contract shall include a clause identical to the non-discrimination language above.

11. Contingent Fee Prohibition

The Contractor warrants that it 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 Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

12. Non-availability of Funding

If the Maryland General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Contract succeeding the first fiscal year, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the AOC's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the AOC from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The AOC shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

13. Termination for Cause

If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the AOC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the AOC's option, become the AOC's property. The AOC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination, and the AOC can affirmatively collect damages.

14. Termination for Convenience

The performance of work under this Contract may be terminated by the AOC in accordance with this clause in whole or, from time to time, in part whenever the AOC determines that such termination is in the AOC's best interest. The AOC will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

15. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of an AOC contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

16. Suspension of Work

The AOC may direct the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the AOC's convenience.

17. Pre-existing Law

The applicable statutes and regulations of the State of Maryland are hereby incorporated in this Contract.

18. Financial Disclosure

The Contractor shall comply with the provisions of MD Code, State Finance and Procurement § 13-221.

19. Political Contribution Disclosure

The Contractor shall comply with Title 14 of the Election Law of Maryland.

20. Right to Audit

20.1 The Contractor shall establish a reasonable accounting system, shall retain and maintain all records and supporting documents and materials relating to this Contract for five (5) years after final payment by the AOC hereunder and shall make them available for inspection and audit by authorized representatives of the State of Maryland and/or the AOC, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. The Contractor shall cooperate fully with any audits or investigations conducted by the State of Maryland and/or the AOC.

20.2 The AOC reserves the right, at its sole discretion at any time, to perform an audit of the Contractor's performance under this Contract. Auditing is defined as an independent objective assurance and consulting activity performed by qualified personnel including, but not limited to, the AOC's Internal Audit Department, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations, and performance practices (financial or otherwise), the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the Contract services being performed for the AOC.

20.3 Upon three (3) business days' notice, the Contractor shall provide the AOC reasonable access to their respective records to verify compliance with the terms of the Contract. The AOC may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the AOC's election. The AOC may copy, at its own expense, any record related to the services performed and provided under this Contract.

20.4 The right to audit shall include the Contractor's subcontractors including, but not limited to, any lower tier subcontractor(s) that provide essential support to the Contract services. The Contractor and/or subcontractor(s) shall ensure the AOC has the right to audit such subcontractor(s).

21. Liability for Loss of Data

In the event of loss of any data or records, which such loss is due to the error, negligence, or intentional act or omission of the Contractor, whether or not related to the performance of this contract, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating all such lost data or records in a manner, format, and time-frame acceptable to the AOC.

22. Subcontracting and Assignment

The Contractor may subcontract any portion of the services provided under this Contract by obtaining the Procurement Officer's prior written approval. The Contractor may assign this Contract, or any of its rights or obligations hereunder, only with the Procurement Officer's prior written approval. Any such subcontract or assignment shall be subject to any terms and conditions that the Procurement Officer deems necessary to protect the interest of the State of Maryland. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

23. Novation and Assignment

If the Contractor sells its interests in the Contract to another business entity (hereinafter "assignee"), the original Contractor must notify the AOC of the assignment within five (5) business days. The Contractor's assignee and the AOC must sign a novation agreeing to continue with the original terms of the Contract. The assignee must accept all liability on behalf of the Contractor and submit the necessary documentation (i.e. Certificate of Insurance) with identical insurance coverage to the Contractor to the Procurement Officer within five (5) business days of notifying the AOC of the assignment.

24. Overtime

Contractors shall be paid according to the RFP. If overtime pay is not provided for in the RFP, then the Contractor shall not be provided compensation for overtime unless otherwise agreed to in advance, in writing, by the Procurement Officer.

25. Indemnification

25.1. The Contractor shall hold harmless and indemnify the AOC from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and costs and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this contract.

25.2 The AOC has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

25.3 The AOC has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

25.4 The Contractor shall immediately notify the Procurement Officer of any claim, suit or action made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.

26. Limitation of Liability

Without prejudice to the AOC's right to pursue non-monetary remedies, Contractor shall be liable as follows:

26.1 For infringement of patents, trademarks, trade secrets, and copyrights, as provided in § 5 of this Contract;

26.2 For damages arising out of death or bodily injury or property damage, no limitation; and;

26.3 For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form of such actions, the Contractor's liability shall not exceed five (5) times the NTE amount. Notwithstanding the foregoing, the Contractor's liability for third-party claims shall be unlimited.

26.4 For damages arising out of a cyber breach, defined as a breach resulting in actual or potential harm to the AOC's network, hardware, software, or other information systems.

27. Public Information Act Notice

The AOC provides public access to records in accordance with MD Code, General Provisions § 4-101 *et seq.* and the Maryland Rules of Procedure, Rules 16-901 through 16-912. If a request is made to review any records pertaining to this contract, the Contractor may be contacted by the AOC, as circumstances allow, to express its views on the availability of requested information. The final decision on release of any information rests with the AOC.

28. Conflict of Interest

28.1 "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State or the AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.

28.2 "Person" includes a contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

28.3 The Contractor warrants that, except as disclosed in Section 28.4 below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

28.4 The following facts or circumstances give rise or could in the future give rise to a conflict of interest (Contractor: explain details-attach additional sheets if necessary); **if none, so state:**

_____

_____

_____

28.5 The Contractor agrees that if an actual or potential conflict of interest arises after the Contract commences, the Contractor shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the Contract has been awarded and performance of the Contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken. The existence of a conflict of interest is cause for termination of the Contract as well as disciplinary action against an employee for whom a conflict exists.

29. Ownership and Rights in Data

29.1 In addition to the requirements stated in the RFP, the Contractor agrees to furnish the AOC with copies of the following: computations, computer files, data, model(s), transmittal letters, response letters, training materials, and all other documents or correspondence pertinent to the operation of the **[insert type of Goods or Services].**

29.2 The AOC shall be the owner of all materials developed under this Contract and shall be entitled to use, transfer, disclose, and copy them in any manner, without restriction and without compensation to the Contractor. Without the AOC's prior written consent, Contractor may neither use, execute, reproduce, display, perform, distribute (internally or externally), retain copies of, or prepare derivative works based on, these Materials nor authorize others to perform those acts.

29.3 The Contractor agrees that, at all times during the terms of this Contract and thereafter, all materials developed under this Contract, shall be "works for hire" as that term is interpreted under U.S. copyright law. To the extent that any of these materials are not works for hire for the AOC, the Contractor hereby relinquishes, transfers, and assigns to the AOC all of its rights, title, and interest (including all intellectual property rights) in such materials, and shall cooperate with the AOC in effectuating and registering any necessary assignments.

29.4 The AOC shall retain full ownership over any materials that the AOC provides to the Contractor under this Contract.

30. Notices

All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

AOC: **(Name of Procurement Officer)**
Administrative Office of the Courts
2003 C Commerce Park Drive
Annapolis, MD 21401

Contractor: **(Name of Authorized Official or Point of Contact)**
(Title)
(Company Name and Address)

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SIGNATURES:

Contractor:
(Company Name)

_____ Date: _____
Signature
Title
Authorized Representative

_____
Printed Name
Authorized Representative

For the Administrative Office of the Courts:

_____ Date: _____
Kevin J. Kelly, Director
Procurement, Contract and Grant Administration

Approved for form and legal sufficiency this _____ day of _____, YEAR

_____
Stephane J. Latour
Managing Legal Counsel

ATTACHMENT B –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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*** FOR INFORMATIONAL PURPOSES ONLY- DO NOT SUBMIT WITH PROPOSAL***

ATTACHMENT C – 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)

2020 Mediators Convention

PRICE PROPOSAL FOR RFP # K21-0001-26O

Proposed Conference Date(s):

_____

Deliverables	
Registration Area Fee (including tables, chairs, skirts)	$
Plenary Meeting Space Fee	$
Exhibitor Space Fee (including tables, chairs, skirts)	$
Eight (8) Breakout Meeting Rooms	$
Meals (include per person cost and extended cost) **Continental Breakfast** **Lunch** **P.M Break**	 $ $ $
A/V Requirements (refer to 2.2.4) **Dedicated A/V Professional all day** **Plenary Space A/V Requirements**	 $ $

Breakout Room A/V Requirements	___$__
Any additional fees (please detail)	_$__ _
<u>Total Evaluated Price</u>	$_____

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

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

*** FOR INFORMATIONAL PURPOSES ONLY- DO NOT SUBMIT WITH PROPOSAL***

ATTACHMENT E – NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 2018, 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. **KXX-XXXX-XX_____** (**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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