



**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

MJUD Master Contract – Cable & Wiring Materials & Services

Solicitation No. K23-0054-29

On July 1, 2022, the Maryland Judiciary launched an online Procurement Portal, which enables us to exclusively accept bids and proposals electronically. Please view procurement opportunities and register for the Procurement Portal at: www.mdcourts.gov/procurementportal.

To help us improve the quality of the Administrative Office of the Courts solicitations and to make our procurement process more responsive and business friendly, Offerors may provide comments and suggestions regarding this solicitation by utilizing the Intent to Bid under the Submission section of the solicitation.

The sole point of contact for this solicitation is the Procurement Officer. Offerors are specifically directed NOT to contact any other Maryland 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 Maryland Judiciary personnel or the Maryland Judiciary's contracted consultants may be cause for rejection of the Offeror's proposal.

Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE) are encouraged to respond to this Request for Proposals.

KEY INFORMATION SUMMARY SHEET

Request for Proposals

MJUD Master Contract – Cable & Wiring Materials & Services

Solicitation No. K23-0054-29

RFP Issue Date: November 28, 2022

RFP Issuing Office: Procurement, Contract and Grant Administration

Procurement Officer: Lauren Sands
Maryland Judiciary, Administrative Office of the Courts
Department of Procurement, Contract and Grant Administration
187 Harry S. Truman Parkway
Annapolis, MD 21401
410-260-1421
Lauren.sands@mdcourts.gov

Proposal Submission: Submissions are exclusively accepted electronically via the [Procurement Portal](#).

Important Events: Refer to the project details and important events on the Procurement Portal for the date and time of the pre-proposal conference (as applicable), site visit(s) (as applicable), deadline for questions, and solicitation closing date & time.

Contract Term: The contract term will be for a period of one (1) year after the date of contract execution with the AOC retaining the sole right to exercise four (4) one-year renewal options at its discretion.



TABLE OF CONTENTS

SECTION I. GENERAL INFORMATION 5

A. SUMMARY STATEMENT 5

B. ABBREVIATIONS AND DEFINITIONS 5

C. PROCUREMENT OFFICER 5

D. CONTRACT MANAGER 6

E. DURATION OF OFFER 6

F. REVISIONS TO THE RFP 6

G. CANCELLATIONS 6

H. PROTESTS/DISPUTES 6

I. MULTIPLE OR ALTERNATE PROPOSALS 6

J. ARREARAGES 6

K. VERIFICATION OF REGISTRATION AND TAX PAYMENT 6

L. FALSE STATEMENTS 7

M. PRESS RELEASES 7

N. PAYMENTS TO SUCCESSFUL OFFEROR 7

O. NON-DISCLOSURE AGREEMENT 7

P. DAMAGE TO STATE AND PERSONAL PROPERTY 7

Q. OFFEROR SECURITY REQUIREMENTS 8

R. ACCESS TO AOC INFORMATION TECHNOLOGY SYSTEMS 8

S. ACCESS AND BACKGROUND CHECKS 8

T. REQUIRED POLICIES, GUIDELINES, AND METHODOLOGIES 10

SECTION II. INSTRUCTIONS TO OFFERORS 11

A. CONTRACT TYPE 11

B. PROCUREMENT METHOD 11

C. AWARD BASIS 11

D. PRE-PROPOSAL CONFERENCE 11

E. QUESTIONS 12

F. PROPOSAL CLOSING DATE & TIME 12

G. ORAL PRESENTATIONS & DISCUSSIONS 12

H. INCURRED EXPENSES 12

I. ECONOMY OF PREPARATION 12

J. PUBLIC ACCESS TO JUDICIAL RECORDS 12

K. OFFEROR RESPONSIBILITIES 13

L. ACCEPTANCE OF TERMS & CONDITIONS 13

M. ACCEPTANCE OF SERVICES 14

N. DIVERSITY & OUTREACH PROGRAMS 14

O. INSURANCE 14

P. PROPOSAL AFFIDAVIT 15

Q. CONTRACT AFFIDAVIT 15

SECTION III. SCOPE OF WORK 16

A. SUMMARY 16

B. OFFEROR MINIMUM QUALIFICATIONS 16

C. SCOPE OF WORK 16

D. PORFP PROCEDURES 21

SECTION IV. PROPOSAL FORMAT 23

A. PROPOSAL SUBMISSION 23

B. TECHNICAL PROPOSAL 23

C. FINANCIAL PROPOSAL 24

SECTION V. EVALUATION PROCEDURE 26

A. EVALUATION COMMITTEE 26



B. TECHNICAL PROPOSAL CRITERIA 26
 C. FINANCIAL PROPOSAL CRITERIA 26
 D. SELECTION PROCEDURES 26
 E. DEBRIEFING..... 27

ATTACHMENTS

- Attachment A – Standard Contract Agreement Sample
- Attachment B – Proposal Affidavit
- Attachment C – Contract Affidavit Sample
- Attachment D – Pre-Bid/Proposal Conference Form
- Attachment E – Bid/Price Proposal Form
- Attachment F – Non-Disclosure Agreement Sample
- Attachment N – JIS Cable Plant Specifications

- Attachment 1 – PORFP Sample
- Attachment 2 – Service Regions



SECTION I. GENERAL INFORMATION

A. SUMMARY STATEMENT

The Administrative Office of the Courts (AOC) issues this Request for Proposal (RFP) on behalf of Judicial Information Systems (JIS) to establish a pool of Master Contractors by region (I through IV) to provide cable and wiring materials and services.

B. ABBREVIATIONS AND DEFINITIONS

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

1. AOC – Administrative Office of the Courts
2. Contract – A formal, written agreement entered into by the Judiciary for the provision of materials, supplies, and/or services. A Contract sample is attached to this solicitation as Attachment A.
3. Contract Manager – The AOC representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Successful Offeror.
4. Diversity & Outreach Programs – Judiciary Program established to encourage and increase participation in Judiciary procurement by underrepresented or disadvantaged groups. The Program includes Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE).
5. eMMA – eMaryland Marketplace Advantage online procurement platform used to connect the vendor community with contracting opportunities from with the state, county, and local government entities.
6. Extraordinary Personal Event – Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or, other circumstances that in the sole discretion of the AOC warrant an extended leave of absence such as extended jury duty or extended military services that precludes the individual from performing their job duties under the contract.
7. Key Personnel – Offeror/Successful Offeror personnel or subcontractor personnel who are to be assigned to this contract if the Offeror receives award.
8. Local Time – Time in the Eastern Standard Time Zone.
9. Master Contractor – An Offeror who is awarded a Master Contract under this RFP.
10. MBE – Minority Business Enterprise means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is at least 51 percent owned and controlled by one or more individuals who are in a minority group (African American, Native American, Hispanic, women, or the physically or mentally disabled) that is socially and economically disadvantaged, and managed and operated by one or more of the socially and economically disadvantaged individuals who own it, and is so certified by the Maryland Department of Transportation.
11. Offeror – An entity that submits a proposal in response to this solicitation.
12. PORFP – Purchase Order Request for Proposals is a formal solicitation for goods and/or services in which the AOC invites Master Contractors to submit a proposal.
13. Procurement Officer – The AOC representative responsible for this solicitation, for the determination of contract scope issues, and the only AOC representative who can authorize changes to the contract.
14. Procurement Portal – Strategic sourcing software allowing the Judiciary to receive and evaluate bids and proposals electronically.
15. RFP – Request for Proposals
16. Successful Offeror – The awarded Offeror.
17. VSBE - Veteran-owned Small Business Enterprise means any legal entity that meets the requirements set by the United States Small Business Administration, that is organized to engage in commercial transactions, and is at least 51 percent owned and controlled by one or more individuals who are Veterans, and who manage the operations of the business, and is so designated in eMMA.

C. PROCUREMENT OFFICER

The sole point of contact in the AOC for purposes of this RFP is the Procurement Officer noted on the Key Information Summary Sheet. The AOC may change the Procurement Officer at any time by written notice



to the Offeror. Only information communicated by the Procurement Officer shall be deemed the official position of the AOC. No other State of Maryland or AOC employee, official, or representative has the authority to change the requirements of this solicitation. Attempts by the Offeror to contact members of the evaluation committee, or otherwise circumvent this procedure in any manner may be grounds for disqualification.

D. CONTRACT MANAGER

The Contract Manager for post-award activities will be disclosed to the Successful Offeror. The AOC may change the Contract Manager at any time by written notice to the Successful Offeror.

E. DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for 180 days following: (1) the closing date of proposals, (2) Best and Final Offers (BAFOs), if requested, or (3) the resolution date of any protest concerning this RFP. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

F. REVISIONS TO THE RFP

1. The AOC reserves the right to amend this RFP at any time prior to the proposal closing date and time. If the RFP is revised prior to the proposal closing date and time, the AOC shall post any addenda to the RFP on the Procurement Portal, eMaryland Marketplace Advantage (eMMA), and shall attempt to provide such addenda to all prospective Offerors that received the RFP or are otherwise known by the Procurement Officers to have obtained this RFP. It remains the responsibility of all prospective Offerors to review the Procurement Portal for any addenda issued prior to the submission of proposals.
2. If one (1) or more addenda are issued to this RFP, Offerors shall acknowledge receipt of all addenda on the Procurement Portal. Addenda issued after the closing date and time for proposals will be sent only to those Offerors who submitted a timely proposal.
3. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, clarifications, or corrections set forth in the addendum, and may cause the proposal to be deemed not reasonably susceptible of being selected for award.

G. CANCELLATIONS

The AOC 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; or waive or permit cure of minor irregularities and conduct discussions with all Offerors in any manner necessary to serve the best interests of the AOC. The AOC also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

H. PROTESTS/DISPUTES

Any protest or dispute related to this solicitation or the resulting Contract shall be subject to the provisions of the Judicial Branch Procurement Policy.

I. MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

J. ARREARAGES

By submitting a proposal in response to this RFP, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, 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.

K. VERIFICATION OF REGISTRATION AND TAX PAYMENT



1. Before a corporation can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation (SDAT), State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit: <https://www.egov.maryland.gov/businessexpress>
2. It is strongly recommended that any potential Offerors complete the registration prior to the closing date for receipt of proposals. An Offeror's failure to complete the registration with SDAT may disqualify an Offeror from final consideration and recommendation for Contract award.

L. FALSE STATEMENTS

Offerors are advised that in connection with a procurement contract, a person may not willfully: Falsify, conceal, or suppress a material fact by any scheme or device; make a false or fraudulent statement or representation of a material fact; use a false writing or document that contains a false or fraudulent statement or entry of a material fact; or aid or conspire with another person to commit any of the aforementioned acts.

M. PRESS RELEASES

The Successful Offeror shall issue no press release to any publication, including newspapers and social media outlets, regarding work being conducted under the resulting contract from this RFP without prior written consent from the AOC.

N. PAYMENTS TO SUCCESSFUL OFFEROR

1. 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:

<https://www.marylandtaxes.gov/forms/state-accounting/static-files/GADX10Form.pdf>

2. Payments to the Successful Offeror shall be made not later than thirty (30) days after the acceptance of deliverables, and receipt of a proper invoice from the Offeror. Any charges of interest or the like for late payment are prohibited.
3. The AOC may consider adjustments to rates only upon submission of documented increases and decreases, not less than sixty (60) days prior to the expiration of each contract term; however, in no case will increases or decreases exceed the percentage increase in the Consumer Price Index for All Urban Customers (CPI-U) or Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) as published by the Federal Government for the latest 12-month period.

O. 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 sample of this Agreement is included for informational purposes as Attachment F of this RFP. This signed Agreement must be provided with the Successful Offeror's signed Contract.

P. DAMAGE TO STATE AND PERSONAL PROPERTY

1. The Offeror, their employees, subcontractors, and agents shall be held directly responsible to repair, replace, or restore to its original condition, to the satisfaction of the AOC, 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. The Offeror, 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 of Maryland harmless for such damages.

Q. OFFEROR SECURITY REQUIREMENTS

1. The Successful Offeror, and all Successful Offeror personnel and subcontractor personnel assigned to the Contract, must comply with all applicable federal and state laws, regulations, policies, and AOC policies and procedures for the duration of the contract.
2. The Successful Offeror must comply with the Judicial Information Systems (JIS) Information Security Policy. The Information Security Policy closely aligns with guidelines published by the National Institute of Standards and Technology. The Information Security Policy is available online at: <http://www.mdcourts.gov/procurement/index.html>.
3. The AOC reserves the right to monitor all applicable computer and electronic equipment usage for compliance with its policies.

R. ACCESS TO AOC INFORMATION TECHNOLOGY SYSTEMS

1. The Successful Offeror's personnel shall complete all required paperwork as directed for access to any AOC information systems.
2. The Successful Offeror shall ensure the list of authorized Offeror personnel is always maintained and accurate. The system access rights of Successful Offeror personnel must be updated no later than twenty-four (24) hours after notification of the change in status; therefore, the Successful Offeror shall immediately notify the Contract Manager and JIS Information Security of any termination of Successful Offeror personnel or if any approved Successful Offeror personnel no longer require access to an AOC system. The AOC security identification badge and all issued AOC assets must be immediately returned to the Contract Manager.
3. To ensure compliance with the JIS Information Security Policy, the approval, configuration, and monitoring of secured remote access into AOC systems will be processed by JIS staff. All remote connections that utilize a shared infrastructure must utilize encryption for transmission of data and authentication.
4. Any software used to meet the requirements of this solicitation, on any AOC system, must be included in the Offeror's technical proposal. Software must be assessed by JIS and approved by the JIS Chief Information Officer. At the discretion of JIS, proposed software may be determined to be a risk to system and information integrity security controls and therefore rejected. If software is to be used remotely, the Judiciary shall control the method of access to our network via Virtual Private Network (VPN), firewall configurations, and/or segregating remote machine access within our environment.
5. Offerors using an As-a-Service (e.g., infrastructure, software, platform, hardware) subservice hosting provider (e.g., Microsoft Azure, Amazon Web Services, Google Cloud Platform) must submit a Service Organization Control (SOC) 2 Type II report, or equivalent (as determined by the AOC), for the subservice and for the As-a-Service service provider. A SOC 2 Type II report for the subservice alone does not meet the requirements of this solicitation.

S. ACCESS AND BACKGROUND CHECKS

1. Successful Offeror may be required to submit the following information for AOC engagements for Successful Offeror personnel, subcontractors, third-party resources, temporary employees, and training candidates:
 - a. Full Name.
 - b. Phone Number.



- c. Personal/Private email with no connection to employer.
 - d. Emergency contact information.
2. Site visits to any AOC location must be coordinated by AOC staff with the designated site personnel in advance of any visit.
 3. Any Successful Offeror personnel working at AOC locations, or on AOC systems or projects, or who have access to AOC or State criminal data or systems, must be approved in writing by the Procurement Officer prior to beginning work.
 4. All Successful Offeror personnel working on AOC premises, property, systems or projects, contracts, or who have access to AOC or State criminal data or systems, may be required to obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check prior to beginning work. The AOC reserves the right to refuse to allow any Successful Offeror personnel to begin work based upon criminal records.
 5. All Successful Offeror personnel assigned to work at AOC locations may be required to obtain an AOC security identification badge prior to beginning work, and annually thereafter. The Successful Offeror is responsible for any fees that may be incurred for initial issuance of the badge and for any replacement.
 6. The security identification badge shall always be displayed while on AOC premises. To verify identity, the Successful Offeror personnel shall be prepared to provide photo identification upon request by an AOC employee.
 7. Successful Offeror personnel are required to immediately notify the Contract Manager, the Administrative Official of the respective department or office or the Contract Manager, if their security identification badge is lost or stolen.
 8. The Successful Offeror personnel must notify the Contract Manager, the Administrative Official of the respective department or office, within one (1) business day if any personnel have been arrested, indicted, served with a criminal summons, named in a peace or protective order, or named as a defendant in any civil case. The Successful Offeror personnel are also required to provide regular updated information regarding the status of any of these court actions.
 9. The Contract Manager, in conjunction with the Chief of the Office of Security Administration and the Procurement Officer, may impose restrictive conditions in response to prior criminal convictions, pending criminal charges, or a violation of AOC procedures, including removal from the contract, and/or restricted access to AOC locations or systems.
 10. In the event of a security incident or suspected security incident, the Successful Offeror personnel shall immediately notify the Contract Manager.
 11. The Successful Offeror personnel shall cooperate fully in all security incident investigations.
 12. During the contract, if necessary, for the delivery of goods and services, the Successful Offeror may be provided an AOC asset in the form of a cell phone, laptop, or other electronic device. All AOC devices are the property of the AOC and must be returned in working, acceptable condition at the contract's conclusion. If said devices are not in working acceptable conditions, Successful Offeror may be responsible for the cost of said device(s). All devices must be regularly updated as specified by the manufacturer and JIS and must adhere to all confidentiality guidelines as provided by JIS and the AOC.



13. If the AOC determines that there is cause for the Successful Offeror's work to be suspended, the Successful Offeror shall take the following steps:
 - a. Immediately cease to represent itself as providing services to the AOC.
 - b. Deliver to the AOC: (a) a report describing the current state of the Deliverables provided by the Successful Offeror under this Agreement and any applicable Statements of Work outstanding as of the date of termination; (b) all AOC Confidential information in its possession or, at AOC's option, destroy all such AOC Confidential information; and (c) all work product to the AOC within seven (7) business days as of the date of termination. Work product includes, but is not limited to, works for hire and materials as described in §29.3.
 - c. The Successful Offeror is responsible for all AOC assets (including but not limited to, laptops, tablets, computers, cell phones, other portable electronic devices, accessories, and peripherals, etc.), that have been provided to the Successful Offeror at the AOC's cost. All AOC issued assets are required to be surrendered to the AOC within five (5) business days of the termination of services. Assets will be subject to evaluation and can include normal and expected wear and tear but must be functional and operable. Assets that do not meet this condition may be subject to additional charge to the Successful Offeror. Successful Offeror shall be liable to the AOC for all assets not surrendered.

T. REQUIRED POLICIES, GUIDELINES, AND METHODOLOGIES

The Offeror shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically by the AOC. The Offeror shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

1. A System Development Life Cycle (SDLC) methodology and framework based on best practices and industry standards, such as the incremental waterfall methodology, and the agile software development framework.
2. The Administrative Office of the Courts Judicial Information Systems Security Policy.

END OF SECTION I.



SECTION II. INSTRUCTIONS TO OFFERORS

A. CONTRACT TYPE

1. The Contract that results from this RFP shall be based on the following:
 - a. Indefinite Quantity (i.e., indefinite amount of goods/services at specified times utilizing established fixed pricing) for the single award for goods and/or services with an anticipated value of \$10,000.00 or less for each project.
 - b. Indefinite Delivery, Indefinite Quantity (IDIQ) for the multiple awards, requiring secondary competition (PORFPs), for goods and/or services with an anticipated value exceeding \$10,000.00.

B. PROCUREMENT METHOD

The Contract resulting from this RFP shall be awarded in accordance with the Request for Proposals (RFP) process under the Judicial Branch Procurement Policy.

C. AWARD BASIS

1. A contract shall be awarded to the responsible Offeror(s) submitting the proposal that has been determined to be the most advantageous to the AOC, considering price and evaluation factors set forth in this RFP, for providing the goods and/or services as specified in this RFP. The AOC intends to make awards as follows:
 - a. A single award for one (1) year for any required goods and/or services with an anticipated value of \$10,000.00 or less for each project by region (i.e., I-IV) for a total of four (4) awards. For each subsequent Contract year, the AOC will issue a Purchase Order Request for Proposals (PORFP) to make a single award for any required goods and/or services with an anticipated value of \$10,000.00 or less for each project by region.
 - b. Multiple awards (unlimited) to establish a pool of Master Contractors for any required goods and/or services with an anticipated value exceeding \$10,000.00 for region (i.e., I-IV). The AOC will issue PORFPs to Master Contractors based on region.

D. PRE-PROPOSAL CONFERENCE

1. A Pre-proposal Conference and site visit (as applicable) will be held on the date and time, and at the location indicated in the project details and important events sections of the solicitation on the Procurement Portal.
 - a. Offerors are encouraged to bring a copy of this RFP and a business card to help facilitate a more efficient sign-in process.
 - b. To ensure adequate seating and other accommodations at the Pre-proposal Conference, please email the Pre-bid/proposal Conference Response Form (Attachment D) to the attention of the Procurement Officer no later than the date and time indicated on the form.
 - c. If the Pre-proposal Conference will be held virtually, Offerors shall use the meeting link located in the important events section of the solicitation on the Procurement Portal, as well as complete and submit the Pre-bid/proposal Conference Response Form (Attachment D).
2. Attendance at the Pre-proposal Conference is encouraged to facilitate better preparation of proposals. If the solicitation includes an MBE or VSBE goal, failure to attend the Pre-proposal Conference will be taken into consideration as part of the evaluation of an Offeror's good faith effort if there is a waiver request.
3. MBE & VSBE subcontractors are encouraged to attend the Pre-proposal Conference to solicit their services to potential Offerors.



4. If there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) business days prior to the Pre-proposal Conference. The AOC will make a reasonable effort to provide such special accommodations.

E. QUESTIONS

1. Offerors shall direct all communication regarding this RFP to the Procurement Officer. Submit questions to the Procurement Officer, by email, or through the opportunity Q&A section on the Procurement Portal no later than the date indicated on the solicitation.
2. The Procurement Officer, based on the availability of time to research and communicate, shall answer questions at their discretion prior to the proposal closing date and time.
3. Answers to all substantive questions that are not clearly specific only to one (1) Offeror will be answered via Addenda and will be furnished to all potential Offerors known to have received the RFP as posted on the Procurement Portal and posted on eMMA.
4. The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the AOC unless issued in writing as an addendum.

F. PROPOSAL CLOSING DATE & TIME

1. Proposals must be received through the Procurement Portal not later than the date and time indicated on the solicitation. Offerors shall allow sufficient time to complete the submission process on the Procurement Portal. Untimely proposals will not be considered.
2. Proposals may be modified or withdrawn by the Offeror through the Procurement Portal any time before the date and time set forth in the solicitation.
3. Unless specifically requested, proposals not submitted electronically through the Procurement Portal will not be accepted.

G. ORAL PRESENTATIONS & DISCUSSIONS

1. Offerors may be required to participate in oral presentations. Oral Presentations are considered part of the Technical Proposal. Material representations made by an Offeror during the oral presentation shall be submitted in writing. Any such representations will become part of the Offeror's proposal and are binding if the Contract is awarded.
2. The AOC may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the AOC also reserves the right to make an award without holding discussions. With or without discussions, the AOC 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 prior to contract award.

H. INCURRED EXPENSES

The AOC 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 RFP.

I. ECONOMY OF PREPARATION

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

J. PUBLIC ACCESS TO JUDICIAL RECORDS



1. An Offeror shall specifically identify those portions of its proposal that it considers confidential, proprietary commercial information, or trade secret, and provide justification why such materials, upon request, shall not be disclosed by the AOC under Title 16, Chapter 900 of the Maryland Rules.
2. The inspection of Judiciary procurement documents shall be governed exclusively by the Judicial Branch Procurement Policy. Procurement documents are presumed to be open to the public for inspection, except as otherwise provided by the Judicial Branch Procurement Policy.

K. OFFEROR RESPONSIBILITIES

1. Offerors shall be responsible for all goods and/or services and requirements set forth in this RFP including the contract performance of any subcontractor participation.
2. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) shall be identified as provided in the appropriate MBE/VSBE forms attached to this RFP.
3. 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, signed by an authorized representative of the parent organization, stating that the parent organization consents to the terms of the RFP and will guarantee the performance of the subsidiary.
4. A parental guarantee of the performance of the Offeror under this section will not automatically result in crediting the Offeror with the experience or qualification of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. The Offeror will be evaluated on the extent to which the AOC determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the contract, and the value of the parent's participation as determined by the AOC.
5. The Successful Offeror will be required to follow all current Judiciary protocols referencing pandemic flu or other infectious diseases including, but not limited to, proof of vaccination, producing negative COVID tests, completing/passing an initial screening questionnaire, non-contact temperature taking, the wearing of personal protective equipment (e.g., face mask), and practicing appropriate social distancing. Failure to comply with any of the Judiciary's protocol could result in being denied entry into Judiciary workspace, and mitigation up to and including contract termination.

L. ACCEPTANCE OF TERMS & CONDITIONS

1. By submitting a proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Standard Contract Agreement Sample attached hereto as Attachment A.
2. Any exceptions to the terms and conditions of this RFP or the Contract must be clearly identified in the Technical Proposal. All exceptions will be taken into consideration when evaluating an Offeror's proposal.
3. A proposal that takes exception to these terms may be rejected and therefore determined to be not reasonably susceptible of being selected for award.



4. By submitting a proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the contract.

M. ACCEPTANCE OF SERVICES

1. The Contract Manager or his/her designated representative has authority to determine the acceptable level of service.
2. When the Contact Manager or his/her designee determines that the Successful Offeror service is unsatisfactory, the Successful Offeror 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.

N. DIVERSITY & OUTREACH PROGRAMS

The objective of the Diversity & Outreach Programs is to encourage and increase participation in AOC procurements by Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE).

1. Minority Business Enterprise
MBEs are encouraged to respond to this solicitation notice as Prime Contractors. To participate as an MBE in AOC procurements, MBEs must be certified by the Maryland Department of Transportation (MDOT). Additional information regarding certification can be located on the MDOT Website: <https://www.mdot.maryland.gov/tso/Pages/Index.aspx?PageId=90>
 - a. There is no MBE goal established for this solicitation.
2. Veteran-owned Small Business Enterprise
VSBEs are encouraged to respond to this solicitation notice as Prime Contractors. VSBEs must complete three (3) steps: Vendor Registration, Veteran Verification, and VSBE Certification. These steps are outlined by the State of Maryland VSBE program. Additional information regarding certification can be located at: <https://gomdsmallbiz.maryland.gov/Pages/VSBE-Program.aspx>
 - a. There is no VSBE goal established for this solicitation.
3. The AOC will assess the potential for an MBE and/or VSBE subcontractor participation goal for each PORFP with an estimated value exceeding \$200,000.00 issued under the resultant Master Contract, and if appropriate, will set a goal.
 - a. The AOC reserves the right to set an MBE and/or VSBE subcontractor participation goal for PORFPs with an estimated value of \$200,000.00 or less.
 - b. PORFPs will include instructions for MBE and/or VSBE subcontractor participation goals (as applicable).

O. INSURANCE

1. The Successful Offeror shall maintain, at minimum, the insurance coverages outlined in this section, or any minimum requirements established by law, if higher, for the duration of the contract, including option periods, if exercised. 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.
2. All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Successful Offeror, at least sixty (60) days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Maryland Administrative Office of the Courts.



3. 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, and shall not be construed as relieving or excusing the Successful Offeror from any liability or obligation imposed upon it by the provisions of the Contract.
4. The following type(s) of insurance and minimum amount(s) of coverage are required and may be satisfied by either individual policies or a combination of individual policies and an umbrella policy:
 - a. Commercial General Liability
 - (1) \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury, and \$2,000,000 annual aggregate.
 - (2) A combined single limit per occurrence of \$2,000,000 is acceptable.
 - b. Worker's Compensation
 - (1) \$500,000 each accident.
 - (2) \$500,000 each disease for each employee.
 - (3) \$500,000 each disease per policy limit.
 - (4) Coverage must be valid in all states where work is performed.
 - c. Comprehensive Automobile Liability
 - (1) \$1,000,000 Bodily Injury
 - (2) \$1,000,000 Property Damage
 - (3) The Successful Offeror shall maintain Automobile and/or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
5. The insurance required above shall provide adequate protection for the Successful Offeror against claims which may arise from the Contract, whether such claims arise from operations performed by the Successful Offeror or by anyone directly or indirectly employed by the Successful Offeror, and 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.
6. If any of the work under the Contract is subcontracted, the Successful Offeror 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 Successful Offeror.

P. 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.

Q. 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 sample 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 recommendation for award.

END OF SECTION II.



SECTION III. SCOPE OF WORK

A. SUMMARY

The AOC is seeking proposals from prospective Offerors to provide services, and associated materials, for cable and wiring across all Maryland Judiciary divided into four (4) regions (I through IV). The cabling and wiring services, and associated materials includes structured cable and wiring for copper and fiber optics cable (i.e., inside Judiciary premises and between adjacent buildings where existing pathways exist for communication cabling), as well as ancillary equipment used to support data, video and voice applications. On an extremely rare and limited basis, the AOC may require the installation, relocation, preventative and routine maintenance of outside plant fiber optic and communications cable. The service regions are defined in Attachment 2 – Service Regions.

B. OFFEROR MINIMUM QUALIFICATIONS

Offeror shall have, at minimum, three (3) years of experience providing cable and wiring goods and services of similar size and scope.

C. SCOPE OF WORK

1. General

- a. Offeror shall be responsible for all goods and/or services and requirements set forth in this RFP including the performance of any subcontractor participation. At minimum, the installation shall comply with the following standards (as applicable):
 - (1) Electronic Industries Alliance (EIA)
 - (2) American National Standards Institute/Telecommunications Industry Association (ANSI/TIA)
 - (3) Building Industry Consulting Service International (BICSI)
 - (4) National Electric Code (NEC)
 - (5) OSHA Standards and Regulations
 - (6) Local Code and Standards
 - (7) JIS Cable Plant Specifications (Attachment N)
- b. Offeror will be required to follow all current Judiciary protocols referencing pandemic flu or other infectious diseases including, but not limited to, proof of vaccination, producing negative COVID tests, completing/passing an initial screening questionnaire, non-contact temperature taking, the wearing of personal protective equipment (e.g., face mask), and practicing appropriate social distancing. Failure to comply with any of the Judiciary's protocols could result in being denied entry into Judiciary workspace, and mitigation up to and including contract termination.
- c. Offeror personnel provided under this RFP shall maintain any required professional certifications for the duration of the resulting Contract.
- d. Offeror shall ensure that only personnel who have received current Environmental Protection Agency (EPA) approved asbestos awareness training are assigned to projects to allow asbestos to be recognized when encountered. See the standards referenced within the following Health and Human Services web page:
<https://www.foh.hhs.gov/services/Training/asbestos2.asp>.
 - (1) In circumstances where asbestos is found, the Offeror is to stop work and notify the AOC immediately. The AOC will notify the Offeror when authorized to resume work.

2. Service

- a. Offeror shall propose for providing goods and/or services including structured cable and wiring for copper and fiber optics cable (i.e., inside Judiciary premises and between adjacent buildings where existing pathways exist for communication cabling), as well as ancillary



equipment used to support data, video and voice applications. The following examples are not inclusive of the goods and/or services that may be required under this RFP.

(1) Structured Cable & Wiring

i Premises wiring systems are comprised of six discrete components: The Entrance Facility, the Main/Intermediate Cross Connect, the Backbone Distribution, The Horizontal Cross Connect, the Horizontal Distribution and the Work Area. These goods and/or service encompass the construction of Inside Plant wiring and cabling (both fiber optic and copper cables) for all the components described above. Goods and/or services include, but is not limited to, the following examples:

1. Install fiber between MDF and IDFs with category six cabling to the desktop in a two-story building.
2. Install twenty (20) drops from patch panel to modular furniture desktop.
3. Install one hundred (100) drops on four floors of an existing building.
4. Install armored single-mode (OS2), or multi-mode (OM4) vertical/backbone cabling between main distribution and intermediary distribution facilities.
5. Install permanent horizontal Cat6 cabling (and route through pathways, Panduit, conduit, innerduct, J-hooks, power poles, modular furniture) from IDF and terminate to wall/desk/floor drops.
6. Install permanent horizontal Cat6 cabling from IDF and terminate to wireless access points mounted on ceiling/wall.
7. Remove/relocate/install permanent horizontal Cat6 cabling from IDF to user drops as part of facilities remodeling.
8. Identify and replace any permanent horizontal cabling below Cat5e grade and replace with Cat6 or higher.
9. Install and terminate shielded Cat6 (or higher) or 2-conductor audio cabling between various locations within a Courtroom.
10. Provide/install/secure equipment racks and enclosures to floor or wall painted plywood.
11. Provide/install cable-management systems within distribution facilities.

(2) As stated in Section III.A. of this RFP, the AOC anticipates and extremely rare and limited use of goods and/or services including installation, relocation, preventative and routine maintenance of outside plant fiber optic and communication cable.

Offerors who do not provide outside plant fiber optic and communications cable goods and/or services shall still propose for this RFP.

b. Offerors shall anticipate providing a Project Manager for each individual project awarded under this Master Contract to allow the AOC to liaison with the Master Contractor through a single point of contact.

3. Labor Categories

a. Offerors are responsible for ensuring appropriate (i.e., meet requested experience levels) personnel are assigned to perform the work as specified for each applicable project. The AOC reserves the right to request resumes for any personnel to ensure the appropriate experience level has been met.

b. The following Labor Categories shall be used for this RFP. Offerors may not propose a labor category not listed below.



- (1) Inside/Outside Plant Technician I
 - i Performs installation, operation, maintenance, and repair of facilities, institutional equipment, and systems. Performs necessary tasks to access, install, remove and/or test copper or fiber optic cable aerially or under the ground, install, repair, and maintain hand-holes and underground conduit. May perform various mechanical functions associated with diagnostics, dismantling, and repair of machines and mechanical equipment.
 - ii Inside/Outside Plant Technician I shall have one (1) year of related experience in facilities work or in inside or outside plant work.

- (2) Inside/Outside Plant Technician II
 - i Performs installation, operation, maintenance, and repair of facilities, institutional equipment and systems. Performs necessary tasks to access, install, remove and/or test copper or fiber optic cable aerially or under the ground, install, repair and maintain hand-holes and underground conduit. May perform various mechanical functions associated with diagnostics, dismantling, and repair of machines and mechanical equipment.
 - ii Inside/Outside Plant Technician II shall have two (2) years of related experience in facilities work or in inside or outside plant work.

- (3) Inside/Outside Plant Technician III
 - i Performs installation, operation, maintenance, and repair of facilities, institutional equipment and systems. Performs necessary tasks to access, install, remove and/or test copper or fiber optic cable aerially or under the ground, install, repair and maintain hand-holes and underground conduit. May perform various mechanical functions associated with diagnostics, dismantling, and repair of machines and mechanical equipment.
 - ii Inside/Outside Plant Technician III shall have three (3) years of related experience in facilities work or in inside or outside plant work.

- (4) Inside/Outside Plant Lead
 - i Oversees and directs daily activities involving the installation, operation, maintenance, and repair of inside and outside fiber optic cables. Oversees the necessary tasks to access, install, remove and/or test copper or fiber optic cable aerially or under the ground, install, repair and maintain hand-holes and underground conduit. May perform various mechanical functions associated with diagnostics, dismantling, and repair of machines and mechanical equipment.
 - ii Inside/Outside Plant Lead shall have three (3) years of related experience in facilities work or in inside or outside plant work.

- (5) Project Manager
 - i The Project Manager is assigned the management of a specific project and the work performed under assigned projects. Performs day-to-day management of the project, identifies issues, and risks and recommends possible issue and risk mitigation strategies associated with the project. Is responsible for ensuring that work performed projects is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.

ii Project Manager shall have four (4) years of related experience in project management.

(6) Program Manager

- i The Program Manager is the Offeror's manager for the Contract and serves as the single point of contact for the Offeror with the AOC regarding the Contract. Performs overall management for Contract support operations. Organizes, directs, and coordinates the planning and production of all Contract activities, projects and support activities, including those of subcontractors. Oversees the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations. Demonstrates excellent written and verbal communications skills. Establishes and alters corporate management structure to direct effective and efficient Contract support activities. Must be capable of negotiating and making binding decisions for the Offeror.
- ii Project Manager shall have four (4) years of related experience in program or project management.

4. Materials

- a. All materials must be new and unused and, if applicable, include all product information and manufacturer's warranties.
- b. Materials, including, but not limited to, any conduit, manholes, splice cases, fiber distribution panels, inner-duct and fiber optic cable, shall be new, unused and shall meet the latest design and fabrication standards of the Electronics Industry Association (EIA).
- c. Any materials provided by the Offeror are provided only on a straight pass-through basis. No additional fees or markups shall be allowed. The Offeror shall provide all invoices for materials. The AOC will not pay for unused materials and will not accept unused materials for delivery.
- d. All equipment (e.g., network electronics, fiber optic cable, fiber panels) and materials acquired and installed under this Contract are to be purchased on behalf of the AOC. Documents evidencing ownership of such equipment and materials by the AOC shall be delivered to the AOC prior to payment of a final invoice for an applicable project. The Offeror shall provide all bills of sale and warranties for the supplied materials to be turned over to the AOC prior to final invoicing. Titles, certificates of origin, or other documentation shall be supplied for all material provided, in form and content satisfactory to the AOC. The documentation shall indicate that the material is the property of the AOC, free and clear of liens or other security interests.
- e. Offerors are not eligible to purchase materials using the Maryland Judiciary's exemption from sales and use tax.

5. Tools & Housekeeping

- a. As applicable for each project, Offerors shall:
- (1) Maintain the integrity of all existing conduits, cabling, and infrastructure in the building throughout the duration of the installation.
- (2) Supply their own tools including, but not limited to, ladders, vacuum cleaners, extension cords, power tools, test equipment, etc. The AOC will not provide any tools or supplies.
- (3) Remove all trash, boxes, and other items related to the installation, and provide overall clean-up of the work area. Dumpsters are not available.



- (4) Color match walls, ceilings, floors, and trim when using any type of surface mount conduit, boxes, raceway, etc., except where explicitly identified herein. Color matching shall be approved by the Contract Manager prior to implementation.

6. Testing

a. As applicable for each project, Offeror shall:

- (1) Test each strand of fiber in both directions.
 - i Test results shall be submitted in electronic format for both the copper and fiber optic systems for all projects. The test results must be submitted in original native tester format.
 - i All tests must result in a PASS. Pass*(marginal pass) and Fail are not acceptable test results
 - ii Each permanent link in the network must be field tested in accordance with the TIA-568 series industry standard and BICSI testing requirements. The installed permanent links must have passed all applicable TIA performance requirements. Minimum testing for copper systems includes Wire Map, Length, Attenuation, Near End Crosstalk, Far End Crosstalk, Return Loss, PS NEXT, ELFEXT, and PS ELFEXT for each data drop.
 - iii Fiber Optic testing shall include horizontal and backbone, Bi-Directional Dual Wavelength, Insertion Loss and Length for each fiber strand.
- (2) Forward results to the Contract Manager prior to cutover.
- (3) Return to the work site to repair, at no additional cost, any cable that fails to forward any signal up to ninety (90) days from the date of final acceptance.

7. Warranty

Offeror shall provide a one-year system warranty from the date of acceptance. The warranty shall include all labor and materials required to fix any non-working links.

8. As-Built Drawings

a. As applicable for each project, Offeror shall:

- (1) Incorporate all drop moves, adds, and changes into the final as-built drawing set.
- (2) Submit As-Built Drawings to the Contract Manager after the completion of work, and the approval of test results.
- (3) Ensure the As-Built Drawings accurately depict the actual field conditions resulting from the completed and tested work.
- (4) As-Built Drawings will be reviewed for accuracy and completeness, and written approval of the Project Manager will be required for final acceptance of the work or portions of the work.
- (5) As-built Drawing set may be a layer overlay of fire escape plan if building drawing set is not available.

9. Final Walkthrough & Acceptance

a. The Contract Manager or his/her designated representative has authority to determine the acceptable level of service. After completion of work, the Contract Manager will conduct a walkthrough to ensure the work is completed and a review of ceiling tiles, surrounding walls, and site cleanup.

b. As applicable for each project, Offeror shall:

- (1) Attend a final walkthrough will be held at the completion of the work that may include local staff, building owner, Engineering, JIS, and Central Services staff.
- (2) Remain on site until successful completion of walkthrough.
- (3) Be prepared to test up to 10% of cables during the final walkthrough to demonstrate viability of work.



- c. When the Contact Manager or his/her designee determines that the Successful Offeror service is unsatisfactory, the Successful Offeror 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. All Punch list items must be completed to the Contract Manager's satisfaction within one (1) week after walkthrough.
10. Schedule & Coordination
- a. Working hours will be defined by the Contract Manager for each project, and are defined as regular business hours, after business hours (nights and weekends), and/or holiday hours as applicable per court schedule.
 - b. Soft cutovers shall take place after hours, per the Contract Manager's determination.
 - c. Accommodations shall be made by the Successful Offeror to move work windows around courts in session per the Court Administrator's and/or Contract Manager's request, and for avoiding and/or minimizing any disruption of day-to-day functions.
 - (1) Under no circumstances shall Judicial Proceedings be interrupted by the effects of any scheduled work. The Successful Offeror may be instructed to stop work at any time by an officer of the court. In such an event the work shall either be rescheduled or recommence upon instruction by the Officer of the Court.
 - (2) Noisy or disruptive work shall take place prior to or after regular business hours.
 - d. Successful Offeror shall be available to coordinate with other contractors on site (as applicable).
 - e. For work that must be performed and completed in a single weekend. The Courtroom(s) must be returned to its original order prior to court proceedings on the Monday after weekend work (as applicable).
11. Invoicing
- a. After acceptance of completed work, Offerors shall submit invoices to jis.invoices@mdcourts.gov.
 - (1) At the discretion of the AOC, Offerors may be allowed to receive progress/partial payments for larger projects spanning multiple months.
 - b. At minimum, invoices shall include the following information. Invoices submitted without the minimum information below will not be paid until corrected by the Master Contractor.
 - (1) Master Contractor name.
 - (2) Phone & email of the Master Contractor point-of-contact.
 - (3) Remittance address.
 - (4) Billing name and address of project location.
 - (5) Itemized list of materials and/or services.
 - i Services shall include the labor category, hours, and hourly rate in accordance with this RFP.
 - (6) Invoice period, date, and number.
 - (7) Invoice amounts due.
 - (8) Purchase Order Number.
 - (9) Invoice(s) to evidence that materials have been provided on a straight pass-through basis without additional fees or markups (as applicable).
 - c. Offeror shall not charge any fees for creating a quotation or response to a PORFP, or to conduct any site survey for the purpose of quotation creation or responding to a PORFP.

D. PORFP PROCEDURES



1. Purchases anticipated to exceed \$10,000.00:
 - a. The Procurement Officer, or designee, shall issue the PORFP to each Master Contractors' point-of-contact (POC) for the applicable region via the Procurement Portal. The PORFP may specify terms and conditions in addition to the terms and conditions of the Contract and this RFP.
 - b. Upon receipt of the PORFP, the Master Contractor shall not correspond with any other Maryland Judiciary Employee about the PORFP, except for the Procurement Officer, or designee, until the final award has been issued. Unauthorized contact with any Judiciary personnel or the Judiciary's contracted consultants may be cause for rejection of the Master Contractor's proposal.
 - c. The Master Contractor shall submit their Proposal in the manner requested in the PORFP. To be considered for award, the Proposal must contain a response to the PORFP's requested submittals.
 - d. The Purchase Order shall be awarded to the Master Contractor whose proposal is determined to be the most advantageous to the Judiciary, considering price and other evaluation factors set forth in the PORFP.
 - e. A sample of the PORFP format has been included as Attachment 1 to this RFP.

2. Purchases anticipated at \$10,000.00 or less:
 - a. The AOC will coordinate with the Master Contractor receiving the single award for each applicable Contract year for each applicable region. The AOC does not intend to issue a PORFP for purchases anticipated at \$10,000.00 or less but reserves the right to do so if it is determined to be in the best interest of the AOC.

END OF SECTION III.



SECTION IV. PROPOSAL FORMAT

A. PROPOSAL SUBMISSION

1. Offerors shall submit their Technical and Financial Proposal in accordance with the required and optional submittals as defined in Section IV.B & Section IV.C of this RFP, and the Procurement Portal. By submitting a response in the Procurement Portal, the submitting individual certifies they are authorized to bind the Offeror to the requirements of this Solicitation, including all addenda.
2. Offerors will be prompted with four (4) choices for which to propose when preparing a submission in the Procurement Portal (e.g., Service Region I-IV). Offerors shall select the applicable service region, and the Procurement Portal will generate the required submittals in accordance with Section IV.B.

B. TECHNICAL PROPOSAL

1. Offerors must omit all pricing information from the Technical Proposal, and only include pricing information in the Financial Proposal.
2. Acknowledgments
 - a. Exceptions to Terms & Conditions: Offeror shall acknowledge any exceptions to the requirements of this RFP, the Contract (Attachment A), or any other attachments on the Procurement Portal. Offerors answering “Yes” shall provide any exceptions as a submittal in the Technical Proposal. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.
 - b. Addenda Acknowledgement: Offeror shall acknowledge receipt of any addenda on the Procurement Portal. Failure to acknowledge addenda may result in your proposal being found not reasonably susceptible of being selected for award.
3. Technical Proposal Contents
 - (1) Transmittal Letter: Prepared on the Offeror’s business stationary and signed by an individual who is authorized to bind the Offeror to the requirements as stated in this RFP, including all addenda.
 - (2) Claim of Confidentiality: Any information which is claimed to be confidential and/or proprietary shall be identified by section, subsection (if applicable), and page number. An explanation for each claim of confidentiality shall be included. The entire Technical Proposal cannot be given a blanket confidentiality designation.
 - (3) Executive Summary: The Offeror shall condense and highlight the contents of the Technical Proposal in an executive summary. In accordance with Section II of this RFP, and only as applicable, the executive summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its executive summary.
 - (4) Offeror’s Technical Response to RFP Requirements: Offerors shall address each RFP requirement (Section III) in the Technical Proposal and describe how its proposed services will meet or exceed those requirements, including how any proposed subcontractor(s) will meet or exceed requirements. Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., “Section III.A.1 Response...”; “Section III.A.2 Response...”, etc.). If the AOC is seeking the Offeror’s agreement to a requirement(s), the Offeror shall state its 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 shall outline how the Offeror can fulfill the requested tasks in a manner that best meets the AOCs needs.

- (5) Offeror Key Personnel Experience & Qualifications: Offeror shall identify the experience, qualifications, and types of staff proposed to be utilized under the contract. Specifically, the Offeror shall:
 - i Describe in detail how the proposed staff's (i.e., any staff that may be assigned to a project under this RFP) experience and qualifications relate to their specific responsibilities. Including any staff proposed by subcontractor(s), as detailed in the work plan. Offeror's description shall establish the proposed staff is capable to perform the services requested in this RFP.
 - ii Provide individual resume(s) for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to this contract if the Offeror receives award. Resume(s) shall include the amount of experience the individual has had relative to the scope of work set forth in this RFP.
 - iii The Key Personnel for this contract are defined as Program Manager. Offerors shall review restrictions on substitution of Key Personnel in this RFP, Section II.
- (6) Offeror Profile & Experience/References: Offeror shall complete the Offeror Profile & Experience/References Questionnaire included on the Procurement Portal. Experience/References shall include not less than three (3) references, within the past five (5) years, from customers/clients who can document the Offeror's ability to provide the goods and/or services specified in this RFP. A reference may not be submitted from an employee of the Maryland Judicial Branch of government.
- (7) Subcontractors: For all subcontractors that will work on the contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s) (as applicable), Offeror shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.
- (8) Insurance: Offeror shall provide a copy of its current Certificate of Insurance (COI) showing the types and limits of insurance in effect as of the proposal submission date. The COI provided with proposal submission does not need to meet the insurance requirements listed in Section II. The Successful Offeror will be required to provide a COI meeting the insurance requirements of this RFP.
- (9) Bid/Proposal Affidavit: Offeror shall submit a completed Bid/Proposal Affidavit (Attachment B) and enclose with the Technical Proposal.

C. FINANCIAL PROPOSAL

1. Offeror's Financial Proposal must contain all price information in the format specified in the Bid/Price Proposal Form and/or the requested total price. Do not amend or alter any items on the Bid/Price Proposal Form or include additional clarifying or contingent language. Failure to adhere to any of these instructions may result in the proposal being determined to be not reasonably susceptible of being selected for award.
 - a. Proposed hourly rates shall be fully loaded (inclusive of all costs and expenses to have a technician/lead/manager onsite), and shall be ceiling rates.
 - b. Offeror shall provide hourly rates for each service region for which they are proposing. If an Offeror is proposing for multiple service regions, an Attachment E must be submitted for each service region.
2. Any information which is claimed to be confidential and/or proprietary shall be clearly identified in the Financial Proposal. An explanation for each claim of confidentiality shall be included in the Financial Proposal.



3. The Offeror will not be reimbursed for any travel expenses including but not limited to transportation, meals, and hotel accommodations, except as approved in advance by the Contract Manager.

END OF SECTION IV.



SECTION V. EVALUATION PROCEDURE

A. EVALUATION COMMITTEE

1. Evaluation of the proposals will be performed by a committee established for the purpose of analyzing the proposals based on the evaluation criteria set forth below. The Evaluation Committee will provide input to the Procurement Officer after reviewing proposals, participating in oral presentations and discussions, and any other activities relative to this RFP.
2. The AOC reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate by the Procurement Officer.

B. TECHNICAL PROPOSAL CRITERIA

The criteria to be applied to each Technical Proposal are listed in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

1. Extent to which the Offeror's technical response meets the overall requirements of the RFP;
2. Extent to which the Offeror's profile and experience/references demonstrate their ability to provide the requested services outlined in Section III; and,
3. Extent to which the Offeror's personnel experience, qualifications, and depth (i.e., available personnel) demonstrate their ability to provide the requested services outline in Section III.

The AOC prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Technical Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than Technical Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed requirements.

C. FINANCIAL PROPOSAL CRITERIA

All Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on their total proposed price set forth in this RFP and as submitted on the Bid/Price Proposal Form and/or the requested total price.

D. SELECTION PROCEDURES

1. The Procurement Officer shall initially review for compliance with the RFP requirements. Failure to comply with RFP requirements may result in a proposal being classified as not reasonably susceptible of being selected for award.
 - a. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the AOCs best interest.
 - b. The Procurement Officer will determine that the MBE Forms are included and are properly completed (as applicable) and determine that the VSBE Forms are included and are properly completed (as applicable).
2. Selection Procedures:
 - a. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations, interviews, and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the AOCs requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the AOC.
 - (1) At the discretion of the Procurement Officer, following the recommendation of the Evaluation Committee, a shortlist of Offerors may be established during the technical evaluation. Only shortlisted Offerors would continue in the evaluation process; Offerors not shortlisted shall be so advised.



- (2) Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposal made during discussions. Any such written clarifications or changes become part of the Offeror's Technical Proposal.
 - (3) The AOC may require any Offeror to furnish additional information regarding past performance, financial capacity, technical expertise, or other qualifications bearing on the performance of the contract and reserves the right to consider any information otherwise available, or to make such additional investigations as it deems necessary to confirm the Offeror is reasonably susceptible of being selected for award.
 - b. The Financial Proposal of each remaining Offeror will be evaluated and ranked separately from the technical evaluation. After a review of the Financial Proposals of remaining Offerors, the Evaluation Committee and/or Procurement Officer may conduct discussions to further evaluate the Offeror's entire proposal.
 - c. When in the best interest of the AOC, the Procurement Officer may permit remaining Offerors to revise their initial proposals and submit, in writing, Best and Final Offers (BAFOs). The AOC may make award without issuing a request for a BAFO.
3. Recommendation for Award
- a. Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, an overall ranking will be designated to each Offeror.
 - b. The Procurement Officer will recommend award of the Contract to the Offeror that submitted the proposal determined to be the most advantageous to the AOC. In making the most advantageous Offeror's determination, technical factors shall be given greater weight than price factors.

E. DEBRIEFING

Unsuccessful Offerors may request a debriefing. If the Offeror chooses to do so, the request must be submitted in writing to the Procurement Officer within fourteen (14) calendar days from the date they are notified their proposal was unsuccessful. Debriefings shall be limited to discussion of the specific Offeror's proposal only and shall not include a discussion of a competing Offeror's proposal. Debriefings shall be provided within thirty (30) calendar days of the award notification date.

END OF SECTION V.





MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS
STANDARD TERMS & 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. Scope of Contract

- 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 price 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. Term of the Contract

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. Consideration and Payment

- 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 AOC 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 execution 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 agreed upon 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 and 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 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 AOC. 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, in connection with, or 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. Limitations 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 Access to Judicial Records

The AOC provides public access to records in accordance with Title 16, Chapter 900 of the Maryland Rules. 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 of Maryland 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 actions 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 [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
187 Harry S. Truman Parkway
Annapolis, MD 21401

- Contractor:** Name of Authorized Official or Point of Contact
Title
Company Name
Address 1
Address 2



SIGNATURES:

Contractor:
Company Name

Date: _____

Signature of Authorized Representative

Title: _____

Printed Name

For the Administrative Office of the Courts:

Date: _____

Daniel J. Mays, Director
Procurement, Contract and Grant Administration

Date: _____

Pamela Harris
State Court Administrator

Date: _____

Matthew J. Fader
Chief Justice, Supreme Court of Maryland

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

Stephane J. Latour
Managing Legal Counsel





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, members, 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.

Affirm

Cannot Affirm (indicate below 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).

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, members, 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 a 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, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §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 subsections (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 C and subsections (1) through (7).

Affirm

Cannot Affirm (indicate below 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).

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, members, 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.

Affirm

Cannot Affirm (list below 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)

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.

Affirm

Cannot Affirm (indicate below the reasons why the affirmations cannot be given without qualification)

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 an entity 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. The corporation type is as follows:

Domestic (i.e., organized under the laws of Maryland) or;

Foreign (i.e., organized under the laws of another state or a foreign country)



The name and address of its resident agent filed with the Maryland State Department of Assessments and Taxation is:

Name: _____

Address: _____

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.

OR

- (2) The business named above is not registered with the Maryland State Department of Assessments and Taxation (SDAT) but will complete registration if recommended for Contract award.

Affirm

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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT

DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT

TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT





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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT

DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT

TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT

Sample





**Attachment D
Pre-Bid/Proposal Conference Response**

Solicitation number: _____

Project title: _____

Bidder/Offeror name: _____

**Bidder/Offeror point-of-contact
(POC) name:** _____

Bidder/Offeror POC phone: _____

Bidder/Offeror POC email: _____

Please e-mail this form to the Procurement Officer for the above referenced solicitation by the closing date and time listed on the Key Information Summary Sheet advising whether you plan to attend this conference.

Please indicate:

Yes, the following representatives will be in attendance: (limit to two (2) attendees per Bidder/Offeror)

1. _____

2. _____

No, we will not be in attendance.

If applicable, please check your company's status:

Certified MBE: **Yes** **No** Veteran-Owned Small Business **Yes** **No**
Enterprise (VSBE):



**Attachment F
Non-Disclosure Agreement Sample**

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. _____ (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 or not 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 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 handles 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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE





SECTION I. GENERAL INFORMATION

1.1 SUMMARY

- A. Section includes products and execution requirements pertaining to Division 27 systems. Copper and fiber backbone and horizontal cabling along with support systems are covered under this document.
- B. Product specifications, general design considerations, and general installation guidelines are provided in this document. Quantities for all structured cabling products shall be provided as required to complete the horizontal and backbone cabling as applicable for all (MPOP) min, point of presence (IDF) intermediate distribution frame/ telecom closet) and workstations as defined in the specific SOW, for a specific site and shown on the specific floor plans.
- C. The same manufacturer's product shall be utilized uniformly as practical throughout the entire project for all copper and fiber optic structured cable plants.
- D. Substitutions: products shall be installed with prior written approval by JIS.

1.2 DATA AND VOICE COMMUNICATIONS CONTRACT WORK

- A. General
 - 1. Furnish all labor, materials, tools, equipment, and services for the installation in accordance with general provisions of specifications and the Contract requirements and drawings as applicable.
 - 2. Provide all floor penetrations, floor sleeves, conduit raceways, wall penetrations, etc. not shown on the facility plans but needed for the routing of cabling provided herein with consultation of JIS.
 - 3. Provide labor for contract requirements i.e., Data cable routing, terminations, patching at IDF/MDF patch panels, wall field and user locations etc. as applicable
 - 4. Provide labor for testing of all horizontal and backbone cabling.
 - 5. Provide fire stopping at each penetration.
 - 6. Provide labor for Wireless LAN Access Point installation and system testing as determined by JIS per site.
 - 7. Provide Telecommunications bonding and grounding system i.e., ground bars and wiring, for closet build outs as required by JIS.
- B. Provide complete installation for Structured Telecommunications Cabling and Physical Support System as applicable including but not limited to:
 - 1. Category 6 UTP/STP horizontal permanent cables
 - 2. Patch panels
 - 3. 4'x8' A-C, Fire resistant, painted plywood
 - 4. OM4 Multi-mode armored jacket inside plant optical fiber cables
 - 5. OS2 Single-mode indoor/outdoor outside plant optical fiber cables
 - 6. Work area/cubicle telecommunication outlets
 - 7. Wall-mounted outlets
 - 8. Equipment mounting racks and rack enclosures
 - 9. Category 6 modular and applicable patch panels
 - 10. Optical fiber enclosures
 - 11. Optical fiber connectors. LC to LC
 - 12. Category 6 patch cords
 - 13. Optical fiber patch cords
 - 14. Wire management
 - 15. Field testing of each fiber strand and testing of UTP cable plant
 - 16. Conduit floor sleeves, conduit, split loom, and supports required for installation of all cabling
 - 17. Fire stopping

1.3 SUBMITTALS

- A. Drawings as applicable & Inspection of Site:

1. Communications floor plan drawings are to scale and typically are not dimensioned. The Contractor shall not scale drawings for equipment placement and clearances. Dimensions given on drawings shall always take precedence over scaled drawings.
2. Any existing wires, utilities, or equipment shown on the drawings are shown for general information and to the best knowledge of the JIS. The Contractor shall field verify all existing wires, utilities, or equipment and discrepancies shall be coordinated with JIS before any existing cables, lines etc. are cut or removed.
3. The Contractor shall field verify distances and equipment placements coordinating locations with Court IT, DGS, and JIS prior to installation.
4. Test Reports: Submit copies of complete reports of all testing performed to JIS prior to job completion/sign off.

1.4 QUALITY ASSURANCE

A. Installation Reference Standards (all codes and standards compliance will be to the most current revision available, including applicable addendums): Cable installation shall comply with the BEST PRACTICES of the following codes and standards:

1. NEC® 2011: National Electric Code®, 2011.
2. ANSI/TIA-568-C.0 - Generic Communications Cabling for Customer Premises.
3. ANSI/TIA -568-C.1. Commercial Building Telecommunications Cabling Standard. Part 1: General Requirements
4. ANSI/TIA/EIA-568-C.2: Commercial Building Telecommunications Cabling Standard
5. ANSI/TIA/EIA-568-C.3: Commercial Building Telecommunications Cabling Standard, Part 3: Optical Fiber Cabling Components Standards
6. ANSI/TIA-569-C: Commercial Building Standard for Telecommunications Pathways and Spaces
7. ANSI/TIA-606-B. The Administration Standard for the Telecommunications infrastructure of Commercial Building
8. ANSI/TIA-STD-607-B. Commercial Building Bonding and Grounding (Earthing) Requirements for Telecommunications
9. TIA-758-B – Customer Owned Outside Plant Telecommunications Infrastructure Standard
10. TIA-527 – Optical Power Loss Measurements of Installed Single Mode Fiber Cable Plant – OFSTP-7
11. TIA-526-14-A - Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant-OFSTP-14A.
12. TIA-598-C – Optical Fiber Cable Color Coding (January 2005).
13. BICSI-TDMM, Building Industries Consulting Services International, Telecommunications Distribution Methods Manual Revision 13 (use most current revision)

B. Materials:

1. All materials shall be UL or ETL listed and verified and shall be marked as such.
2. Products shall be regularly catalogued items of the manufacturer and shall be supplied as a complete unit in accordance with the manufacturer's standard specifications with any optional items required for proper installation unless otherwise noted.
3. Material shall be delivered to the site in the original packing.
4. Equivalent to Approved Products

a.	4-pair UTP/STP Cable:	Superior Essex
b.	Optical Fiber Cable:	Superior Essex
c.	UTP Outlets:	Ortronics or equivalent
d.	Fiber Optic Cabinets:	Ortronics or equivalent
e.	Fiber Optic connectors/splices/couplers:	Ortronics or equivalent
f.	Rack and Cabinet:	Ortronics or equivalent
g.	Patch Panel:	Ortronics or equivalent
h.	UTP Patch Cords:	Ortronics or equivalent
i.	Fiber Optic Patch Cords:	Ortronics or equivalent
j.	Cable Tray	Legrand Cablofil or equivalent

- | | | |
|----|--------------------------------|------------------------|
| k. | Pathways and Poke-Thru Devices | Wiremold or equivalent |
| l. | Fire-stop Devices | Equivalent to Wiremold |

1.5 MAINTENANCE

- A. All materials used on this project shall be new. Used and refurbished equipment is not permitted. Provide equipment to site in original packaging whenever practical.
- B. The contractor is responsible for scheduling all deliveries and providing proper receipt, handling, and storage of all materials. Protect all equipment from physical damages (dents, scratches, dust, water, paint, chemicals, and temperature extremes), vandalism, or theft. The Contractor shall replace any damaged or stolen equipment. The Contractor is responsible for all equipment until final project acceptance by JIS.

1.6 WARRANTY

- A. Limited Lifetime warranty will be required as described below for the following systems or system components.
 - 1. Category 6 Cabling, Connectivity Hardware, and Patch Cables shall be covered by a 20-year Limited Lifetime product warranty and a one-year onsite labor warranty. The 20-year product application warranty shall provide coverage for the cabling system to support the applications that are designed for the specifications outlined in TIA/EIA 568-C.0-2. These applications include, but are not limited to 10BASE-T, 100BASE-T, 1000BASE-T, and 155 Mb/s ATM as applicable to original product that is installed.
- B. Telecommunication Contractor must submit the following to JIS
 - 1. Warranty properly completed and submitted prior to start of work.
 - 2. Test results submitted only in electronic format for both the copper and fiber optic systems for all projects. The test results must be submitted in original native tester format.
 - 3. All tests must result in a PASS. Pass* (marginal pass) and Fail are not acceptable test results
 - 4. Each permanent link or channel in the network must be field tested in accordance with the TIA-568 series industry standard and BICSI testing requirements in force at the time of purchase (testing requirements take precedence over TIA when differences exist). The installed permanent links and channels must have passed all applicable TIA performance requirements. Minimum testing for copper systems includes Wire Map, Length, Attenuation, Near End Crosstalk, Far End Crosstalk, Return Loss, PS NEXT, ELFEXT, and PS ELFEXT for each data drop.
 - 5. Fiber Optic testing on all ISP and OSP strands run - shall include Bi-Directional Dual Wavelength, Insertion Loss and Length.
- C. The warranty documentation must be submitted to JIS for review prior to start of work.
- D. Once the submitted materials are reviewed, the Telecommunications Contractor will be notified in writing/email of acceptance or rejection. If the project proposal is accepted by JIS, the Contractor will submit a copy to JIS of the signed warranty certificate.
- E. Telecommunication Contractor shall forward the warranty or signed Warranty Registration Form/certificate to JIS.

END OF SECTION I.



SECTION II. PRODUCTS

2.1 OPEN CABLE TRAY & SUPPORT SYSTEM

A. Cable Tray System

1. Cable tray shall consist of continuous, rigid, welded steel wire mesh cable management. Any sections shall be ground straps together. Tray shall be grounded system with continuous Safe-T-Edge T welded top side to protect cable insulation.
 - a. Cable tray composition Carbon Steel wire, ASTM a 510, Grade 1008.
 - b. Acceptable product line: Equivalent to Cablofil

2.2 LOCAL AREA NETWORK (LAN) INFRASTRUCTURE

A. Category 6+ Horizontal Cable:

1. Superior Essex DataGain® Cable
 - a. UL listed CMP or CMR as required by installation location
 - b. Equivalent to Superior Essex Part Numbers:
 - (1) Plenum Rated Blue Cable is 66-240-2B
 - (2) Riser Rated Blues Cable is 66-240-2A

B. Category 3 Intrabuilding Backbone:

1. Quantities and pair count for all copper backbone cabling shall be provided as required to Complete cabling system as shown on the drawing schematic diagrams.
 - a. UL listed CMP or CMR as required by installation location
2. Equivalent to Superior Essex Part Number.

Pair count	CMP	CMR
25	18-475-36	18-475-33
50	18-579-36	18-579-33
100	18-799-36	18-789-33
200	18-A99-36	18-A99-33
300	18-B99-36	18-B99-33
400	18-C99-36	18-C99-33

3. All pairs of copper backbone cables shall be terminated at both ends on 110 blocks.

C. Optical Fiber Backbone Cable:

1. Equivalent to Superior Essex TeraGain® 10G-300
 - a. UL listed OFNP or OFNR as required by installation location; AQUA jacket
 - b. Cable jacket color shall be approved by JIS. Cable shall be reinforced with Aramid yarn and contain no metallic elements. MM fiber, armored jacket backbone
 - c. Optical fiber cable shall have an attenuation value not to exceed 3.5 dB per kilometer at 850 nm and 1.5 dB per kilometer at 1300 nm. Minimum Bandwidth 1500 MHz per kilometer at 850 nm and 500 MHz per kilometer at 1300 nm.
 - d. Equivalent to Superior Essex Part Numbers:
 - (1) Plenum Rated 12-Strand 44012BG01
 - (2) Riser Rated 12-Strand 43012BG01

D. Communication Outlets: Where indicated on drawings:

1. Category 6 Outlets: Provide typical 3 position – 3 conductor non-keyed Outlets wired in accordance with ANSI/TIA T568B PIN configuration standard to terminate Category 6 UTP cables as specified herein. JIS Typical new construction requires 2 data RJ45 blue /1 voice white Category 6 Outlet, color: fog white: Equivalent to Ortronics Part Number: OR-TJ600
2. Flush Mounted Outlets:
 - a. Faceplate, color: fog white: Equivalent to Ortronics Part Numbers:

2-Gang E. OR40300548



3-Gang	F.	OR40300547
4-Gang	G.	OR40300546
6-Gang	H.	OR40300545

- b. Category 6 Outlet, color: fog white: Equivalent to Ortronics Part Number: OR-TJ600
 - c. Blank Outlets as needed, color: Equivalent to Ortronics Part Number: OR-42100002 (10 pack)
3. Surface Mount Outlets: (Should be avoid as possible)
 - a. Provide surface mount outlet box, color: fog white Equivalent to Wiremold Part Number: NM2048FW
 - b. 6-Port Faceplate, color: fog white: Equivalent to Part Number: OR-40300545
 4. Wireless LAN Outlets
 - a. Provide two-port recessed mounted interface box in color fog white: Equivalent to Cisco or Ortronics product. Surface mounted if necessary and no other option
 5. 4-Port Modular Furniture Outlets: 2 Pieces
 - a. Faceplate with Bezel Adapter for Herman Miller Beltline, color: fog white or other JIS furniture systems: Equivalent to Ortronics Part Number: OR-40300577.
 - b. Category 6 Outlet, color: fog white: Equivalent to Ortronics Part Number: OR-TJ600
 - c. Blank Outlets as needed, color: fog white: Ortronics Part Number: OR-421000024 (10 pack)
 6. Flush Floor box Outlets:
 - a. Equivalent to TracJacks Device Bezel: Walker # MAB6TJ.
 - b. RJ-45 CAT 6 Outlet: Equivalent to Ortronics Part Number: OR-TJ600
 - c. Blank Outlets as need Equivalent to: Part Number: OR-42100002, 10 pack
 - d. Mount in floor box flange.
 - e. Systems furniture outlet plate is typical 2 data blue and 1 voice white plate is LEVITON 49910-S14 for steel-case brand system furniture
- E. Equipment Mounting Racks: Equip as detailed on the Drawings and as follows:
1. Racks for Patch Panels and Multi-Port Switches:
 - a. Provide racks as indicated on Drawings or as approved by JIS, for rack mounted connecting hardware and JIS furnished equipment. Racks shall be assembled as a 19" width x 7' tall. Channel depth 16.25" ideal for MDF, 6" channel is an option for IDF Equivalent to Ortronics Part Number: OR-MM10716
 2. Racks for Servers, Monitors, and Keyboards:
 - a. Provide racks as indicated on Drawings for JIS -furnished servers and related equipment. Racks shall be two or four post as determined by JIS, aluminum frame assembled at 19 inches wide x 7'-2" tall. Racks shall have adjustable steel EIA rails and shall be supplied with 50 #12-24 cage nuts and screws. Equivalent to Ortronics Mighty Mo series Part Number: OR-MM 67 or 68 series 6.5" to 16.25" channel, JIS to define requirements
 3. Cable management horizontal and or vertical channels
 - a. Vertical cable management panel: Equivalent to Ortronics Part Number: OR-MM10VMD712
 - b. Horizontal cable management panel: Equivalent to Ortronics Part Number: OR-808004867
 4. Shelves: Provide rack mounted shelves as indicated on Drawings.
 - a. Equipment Shelf: 19-inch rack, Equivalent to Ortronics Part Number: OR-60400404
 - b. CPU Shelf: 19-inch rack, Equivalent to Ortronics Part Number: OR-604045681.



- c. Keyboard/Monitor Shelf: 19-inch, Equivalent to Ortronics Part Number: OR-60400550 with rear support bracket, Part Number: OR-60400606
 - d. Vented Equipment Shelf: Equivalent to Ortronics Part Number: OR-604045401.
5. Equipment Bracing Accessories
 - a. Provide 5 sets of the server bracing kit in the MC, Equivalent to Ortronics Part Number: OR-60400523. Equivalent to
 - b. Provide 3 sets of the monitor bracing kit in the MC Equivalent to, Ortronics Part Number: OR-70700126.
 6. Concrete Floor Mounting Kit: Equivalent to Ortronics Part Number: OR-CA-93, Secure racks to concrete floor. Typical Provide two for each rack in the MC and IDF enclosure
 7. Distribution Rack Grounding: Equivalent to Ortronics Part Number: OR-GL2014; Used to bond rack back to TGB (Telecom Grounding Busbar) or TMGM (Telecom Main Grounding Busbar). Furnish ground terminal block for each rack. Racks shall be grounded using solid #6 green AWG. Furnish all required bonding hardware in accordance with EIA/TIA 607-B.
 8. Cable Runway: Equivalent to Ortronics Part Number: OR-TR10-12B (black). Equip each rack with a ladder style cable runway installed between the backboard and the equipment rack. Securely attach to backboard and rack in accordance with manufacturer's written instructions.
 9. Cable Runway Bend Radii: Equivalent to Ortronics Part Number: OR-TRTC-12B (black); equip each 19-inch rack at the MC with one each.
 10. Wall Angle Support Kit: Equivalent to Ortronics Part Number: OR-WRTRT-12B
 11. Cable Management Straps: Equivalent to Ortronics Part Number: OR-70700079
 12. Category 6 Patch Panels:
 - a. High Density – low mounted profile, angled patch panel compatible with standard 110 tool termination practices, rear cable support bar.
 - (1) 24 port 1 rack unit Equivalent to, Ortronics part number; OR-PHA66U24
 - (2) 48 port 2 rack unit, Equivalent to Ortronics part number; OR-PHA66U48
 - b. High-Density discrete individual jack panels. Panels are unloaded. Panels accept high density copper jacks (OR-HDJ6) and/or fiber modules. Provides flexibility for mixed use media and future upgrades. Up to 48 ports in 1 rack unit.
 - (1) 24 port angled panel. 1 rack unit. Equivalent to Ortronics Part number; OR-PHAHJU24
 - (2) 48 port angled panel. 1 rack unit. Equivalent to Ortronics Part Number: OR-PHAHJU48
 - (3) 72 port angled panel. 2 rack units. Equivalent to Ortronics Part number: OR-PHAHJU72
 - c. Furnish quantities and port configurations required to terminate cables indicated on the Drawings i.e. for the MC and HCs as applicable.
- F. Optical Fiber Enclosures: Provide rack mounted modular enclosure units complete with connector couplings mounted adapter panels for interconnection of optical fiber cables as specified herein. Units shall be sized to terminate all optical fibers indicated on the Drawings in the MC.
1. In the MC provide:
 - a. Standard Density
 - (1) Enclosure - Rack mount fiber enclosure for patching and splicing: Equivalent to Ortronics Part Number: OR-FC03U-C
 - (2) Adapter Panels –

- i LC Quad – 24 fiber, multimode with ceramic alignment sleeves Equivalent to Ortronics Part Number: OR-OFP-LCQ24LC
 - ii MPO- 8 MPT®/MPO multimode Type A. Equivalent to Ortronics Part Number OR-OFP-MPA72LA
 - b. Blank adapter panels: Equivalent to Ortronics Part Number: OR-OFP-BLANK
 - c. Splice Trays with hinged transparent cover. 12 fiber tray Equivalent to Ortronics part number: OR-FST2F012
 - d. High Density
 - (1) Enclosure – Rack Mount Fiber Enclosure for Patching and Splicing. Equivalent to Ortronics part number: Available in 1-4 rack units. Equivalent to Ortronics 1 to 4 rack unit enclosure part number: OR-FC03U-M
 - (2) Adapter Panels-
 - i LC Quad – 6 LC Quad, 24 fiber, multimode, ceramic alignment sleeves. Equivalent to Ortronics part number: OR-HDFP-LCQ24LC
 - ii MPO- 6 MPT®/MPO, multimode, Type A Equivalent to. Ortronics Part# OR-HDFP-MPA72LA
 - (3) Blank adapter panels – Equivalent to OR-HDFP-BLANK
 - (4) Splice Trays – 48 splice tray (recommend OR-205000337 heat shrink splice sleeves). Tray is transparent with a hinged cover and Mylar insert. Equivalent to Ortronics part number: OR-FST3-F048
- G. Multi-mode Optical Fiber Connectors: for termination on 900 micron buffered optical fiber.
- 1. LC Pre-polished Connectors: ceramic ferrule, OptiMO, LC multimode connector. Equivalent to Ortronics Part Number: OR-205KAS9GA-50T
- H. Category 6 Patch Cords:
- 1. Provide blue category patch cord to Lengths and Quantities as listed on the drawings. Equivalent to Ortronics Part Number: OR-MC6xx-06 xx = Length: (03), (05), (07), (09), (15), (20) or (25) feet.
- I. Category 3 voice Intrabuilding Backbone Wiring Blocks as applicable:
- 1. Provide wiring blocks constructed of fire-retardant molded plastic with color-coded horizontal index strips that secure and organize 25-pairs each. The wiring blocks shall accommodate 22 through 26 AWG cable size conductors and shall be suitable for Installation on terminal backboards as shown on the drawings. Provide 110-blocks as shown on drawings. Use five (5) C-4 clips and one (1) C-5 clip on station 110-blocks for terminating.
 - 2. At the MC provide 110 series connecting hardware and wire management for horizontal cabling interconnects and cross-connects.
 - a. Provide 300 pair block with legs, Equivalent to Ortronics Part Number: OR-1, 110ABC6300, voice
 - b. Provide 110 jumper troughs with legs, Equivalent to Ortronics Part Number: OR-30200140
 - c. Provide 4-pair 110C connecting blocks, Equivalent to Ortronics Part Number: OR-30200109 (10 pack)
 - d. Provide 5-pair 110C connecting blocks, Equivalent to Ortronics Part Number: OR-30200110 (10 pack), voice
 - e. Provide designation kit with strip holders for horizontal cabling, Equivalent to Ortronics OR-70400646
- J. Optical Fiber Patch Cords, as applicable
- 1. Provide fiber optic patch cords: Lengths and Quantities as listed on the drawings
 - a. Duplex LC -LC Space Saver Cord, 0.5dB Max, 2.4mm Round Equivalent to Ortronics Part Number: OR-P1RF6LPAZAZxxxM xxx = length in meters.
- K. Pre-wired Floor Boxes, as applicable typical in courtrooms

1. 6-inch Evolution for two power receptacles and one gang spacing for telecom, and audio visual (houses up to Equivalent to 8 TracJacks). Equivalent to Wiremold part number: 6ATCBK Includes Equivalent to power receptacles and plates for Equivalent to TracJacks, Series II or Wiremold communication
 2. Typical floor box in court room at min. will contain 2 shield RJ45 video solution CAT-6 cables, with spare cap. and active elec. duplex outlet. One of these boxes per attorney table
- L. Firestop Device
1. Provide UL System for firestop device at time of submittal. Device must have systems That are rated up to 4 hours for fire rated walls and 3 hours for floors. Firestop device must be made of steel with intumescent blocks for rapid expansion with heat. The doors on the device must be able to be closed to secure the passage when empty or completely full. Equivalent to Wiremold part number: WM-FS2R-RED (2 inch), WM-FS4R-RED (4 inch).
- M. Courtroom Shielded CAT-6 wiring
1. Site specific, typical as listed below
 2. (2) shielded STP blue CAT-6 to each lawyer table
 3. (1) shielded STP to Jury box, then daisy chained as needed for future monitors
 4. (1) shielded STP to Clerks desk
 5. (1) shielded STP to wall for flat screen
 6. (1) shielded adjacent to Judge's PC
 7. All shielded STP home run back to 24 port patch panel under Judges bench
 8. (1) UTP CAT 6-routed from 24 port patch panel back to closest IDF patch panel
Each STP location shall have 120 v outlet adjacent to support a monitor

END OF SECTION II.

SECTION III. EXECUTION

3.1 INSTALLATION: GENERAL

A. Open Cable Support installation:

1. This Contractor shall furnish and install all supports for cables specified in this section.
2. Ensure complete raceway system is installed prior to cable installation. At no time shall cables be left unsupported.
3. Cable supports shall be spaced randomly, but no further than 5'-0" apart.
4. Provide all additional cable management products, sleeves or conduit raceways as required to protect exposed cabling and complete the installation of cables in a neat manner.
5. All floor penetrations shall be at columns, exterior walls or in equipment rooms.
6. Cables shall be supported at height of bottom flange of structural beams using a rigid support method (i.e., threaded rod, beam clamps, etc.).
7. Do not support cables from ductwork, sprinkler piping, water piping, waste piping, conduit, ceiling wire, or other system supports.
8. Provide independent support system for each low voltage cabling system.

B. Cable Installation:

1. Any communications cabling that has become abandoned as part of new renovation projects, previous renovation projects, or temporary communication cables used during the construction process shall be completely removed with JIS prior notification. Abandoned communication cables that may have future use can remain in place if labeled clear at both end and at regular intervals of the cable run. Refer to NEC Article 800.52 for more information regarding the removal of abandoned communication cables.
2. All cables shall be bundled using plenum rated ties, loosely tied so as not to deform cable, supported 4'-0" on center.
3. All cabling shall be installed in accordance with manufacturers' written bend radius and pulling tensions. General industry guidelines recommend the following bend radius and pulling tensions:
 - a. Tensile loading on a single 4-pair copper UTP cable shall not exceed 25 lbf/in².
 - b. Bend radius of a single 4-pair copper unshielded twisted pair cable shall not exceed 4 times the diameter of the cable.
 - c. Bend radius of multi-pair copper unshielded twisted pair and optical fiber cable shall not exceed 10 times the diameter of the cable.
4. All conduits and conduit sleeves shall have bushings or grommets shall be installed prior to the installation of communications cables to avoid damage and abrasions to cable sheathing and insulation. If bushings have are installed by the electrical Contractor, the communications cabling contract shall furnish and install bushings prior to pulling communications cabling. Distribution UTP cable shall be plenum-rated. Fiber backbone shall be armored jacketed
5. Horizontal cable length for 4-pair copper UTP cables shall not exceed 295 feet. Prior to bidding and installation, the contactor shall review the drawings and verify no cable run exceeds 295 feet and notify the communications designer of cable runs that may exceed 295 feet.
6. Splices are not permitted in any cable unless other specified or show on drawings.
7. Avoid placing copper cables near sources of extreme heat (i.e., boilers, radiators, heat coils).
8. Maintain cable twists for all UTP cables. For terminations cable sheathing shall be stripping back no more than ½" back from termination point for all Category 6 cables.
9. All cables shall be supported by trapeze supported welded wire cable tray system; typical 12" wide 2 "side mounted above racks as applicable or J-hooks throughout route. When cables leave trays or runways, cables shall be supported by dropouts or cable support hardware manufactured specifically for the purpose of supporting cables. J-hooks shall be installed a minimum of every 4-5 feet and cabling shall maintain minimal deflection and strain (less than 12" deflection). Cables shall not be supported from ceiling grid wires. Cables shall not be run above iron joists.
10. All cables shall be separated and bundled into like groups by cable sheathing colors. Blue–data distribution, Green-Wi-Fi distribution, Yellow–video

11. Cabling within courtrooms for video solution shall be STP white jacket with shielded connectors originating at 24-port patch panel under the Judge's bench
12. Service loops shall be provided at both ends of installed horizontal and backbone cabling. A 12" service loop shall be installed in the ceiling space near workstation outlets (excessive cable shall not be coiled in outlet boxes). A 10' service loop shall be provided in communication rooms and shall be installed to allow for future equipment rack/cabinet relocations without the need to re-terminate patch panels; the 10' service loop shall be neatly bundled and secured in ceiling space with large D-rings or place in cable trays. Service loops should be created in a figure-8 or staggered oval loops.
13. Any cabling installing in equipment rooms shall be neatly placed in cabling trays, cabling runways, or horizontal and vertical rack/cabinet cable managers. When tray, runways, or cable managers are not specified, cable shall be neatly installed with D-rings. Cables shall always be installed vertically/horizontally or at right angles to structure.
14. Drops /user patch cable to user workstation locations shall be routed in black split loom around edge of floor
15. No cable shall ever be left exposed in public spaces. They shall be routed through inner-duct, conduit, or split loom
16. Hook and loop fasteners are recommended where cable tray is not required by JIS to secure permanently installed horizontal and backbone cabling; all cable fastening methods installed in plenum ceiling spaces shall be rated for use in plenum spaces. Hook and loop fasteners shall never be secured too tight, whereby potentially changing the cable geometry. Hooks shall be installed every 4-5'
17. All cable trays shall be bonded to the telecom ground bar as they enter the MDF or IDF.
18. All cable trays shall be bonded to building steel at 60' intervals along its length.
19. Surface mounted pathways for cables shall be avoided and will be installed only where pathways within wall systems are not possible. Color matching of any wire mold pathway is expected, as applicable, to exhibit good craftsmanship
20. Separation: Maintain the following distances between other system cables and building systems:
 - a. One (1) foot from fluorescent lights.
 - b. Four (4) feet from motors and transformers
 - c. Three (3) feet from hot water piping or other mechanical equipment.
 - d. One (1) foot from electrical conduits, other systems' cables or other electrical equipment.
21. All low-voltage cable above hung ceiling shall be supported by J hooks or Trays.
22. No low-voltage cable shall rest on ceiling tiles or be attached to hung ceiling support wires.
23. All conduits shall have a properly sized pull box after (2) 90-degree bends
24. All low voltage cables shall be routed parallel or at right angles to building structural framework. Do not route cables diagonally across ceiling space without written authorization by JIS.
25. Fire seal around all cables running through rated floors and walls. UL Systems should be contained in the submittal and available for review by building inspection.
26. Inner duct or equivalent to max-cel inner duct shall be installed in all conduit pathways particularly to outside plant pathways
27. Outside plant pathway solutions shall always include a spare empty conduit
28. H-Straps shall be utilized in the TR and inside TC enclosures for all cable bundling. Tie Wraps shall be prohibited in the telecommunication rooms. Velcro shall be used as necessary.
29. Leave spare pull string with every outlet/conduit installed.
30. All cabling that has been shipped or stored in an environment outside the manufacturer's recommended installation temperature range shall be conditioned per the manufacturer's recommendations immediately prior to installation.
31. All cables installed in underground conduit, conduit under slab on grade, or direct buried must be rated by the manufacturer for wet locations.
32. Any Outside plant cable routed farther than 50' within a building shall be indoor/outdoor type.

3.2 INSTALLATION: COMMUNICATIONS INFRASTRUCTURE

- A. Category 6 Horizontal plenum Cables:



1. Maximum cable lengths to be 295 feet (90 m) including service loop. Provide all necessary installation materials, tools, and equipment to perform insulation displacement type terminations at all communications outlets, patch panels with wire-management.
2. Support and secure cables at patch panels using rear cable management bracket supplied with panel.
3. Cables shall be supported entire route per BICSI standard J-hooks, 4 feet on
4. Center, etc.
5. Contractor shall supply a Cat6 blue patch cable - 3' length - for every patch panel port.
6. Contractor shall supply a Cat6 blue patch cable - 7' length - for each new user drop

B. Optical Fiber Cable:

1. Provide typical one twelve-strand multimode optical fiber armored cable from the MDF to each IDF and one twelve-strand single-mode optical armored indoor/outdoor cable between building MDFs per site specific requirement by JIS.
2. All optical fiber installations shall be installed using open cabling methods. Limit cable-bending radius to 20 times the cable diameter during installation, and 10 times the diameter after installation, unless insensitive fiber is installed. Provide all required tools, materials, consumables, and equipment necessary for cleaning and field termination of optical fiber connectors. Label each end of each cable as to source and destination per TIA/EIA 606 standard format. Terminate optical fibers in consistent, consecutive manner at each end. Label Optical Fiber raceway cable with yellow "Caution Optical Fiber Cable" tags every 10 feet if applicable. Leave 10 feet of slack at each fiber termination point. Neatly coil slack optical fiber cable on top of rack above optical fiber patch and splice enclosure at each rack location.
3. Contractor to supply Optical fiber cable terminations shall utilize fully loaded enclosures and components in quantities consistent with the required fiber counts (typically 12 multi-mode strands) at each end of each segment per site. During field polish optical fiber connector termination, visually inspect all terminations with a 400-power microscope. Follow all connector manufacturer's recommendations. Unacceptable flaws in the terminations will include, but not limited to, scratches, full or partial cracks, bubbles, pits, epoxy residual, dirt, dust, oil, moisture, grinding and sanding debris. The acceptable termination will show a connector tip that is free of all imperfections in 100% of the core and 80% of the cladding. All unacceptable connectors shall be inspected after rework. Contractor shall supply a fiber patch cable 3' length for every fiber port. Connectors are LC –LC.
4. During installation of optical fiber cable do not allow pulling tension to exceed cable manufacturer's specification for the cable being installed. Only the strength member of the cable shall be subjected to the pulling tension.
5. All optical fiber connector tips shall be cleaned with proper cleaning tools specifically designed for optical fiber prior to inserting them into matting receptacles or bulkheads.

C. RACKS AND ENCLOSURES:

1. Freestanding equipment racks and enclosures shall be protected free of all dust, debris, and other environmental elements during construction until substantial completion walk-through.
2. Each rack or enclosure shall have a dedicated #6 AWG green ground wire to a grounding bus bar (contractor installed as applicable) or connected to existing defined building ground as defined by TIA-569-C and NEC.
3. Secure/bolt all racks and enclosures to floor or wall painted plywood using rack installation kit that has been specified for the specific floor type or wall condition.
4. Racks shall be positioned with min. 30" clearance front and rear, 36" ideal.
5. Each rack or enclosure shall be supported by 2 dedicated breaker circuit, adjacent 120v 20-amp outlets.
6. Racks or enclosure shall support specified quantities of Cisco Catalyst 9300-48U POE switches with PWR-C1-1100WAC-P power supplies, data/power stack cables, patch panels, and wire management.
7. Racks shall be enclosed with door front /rear if location is unsecure. If location is a secure room rack can be an open frame (with 6" vertical channels)

3.3 INSTALLATION OF WIRELESS LAN SYSTEM



- A. Access Point/Antenna (Typically JIS Provided/verify with JIS) Installation
1. Contractor shall install 2 distribution cables (Cat6 – green) to each Access Point location shown on the Wireless survey documentation/ drawings.
 2. Allow 20’ of Cat 6 cable coiled in ceiling to allow for final placement of access point.
 3. Install Access Points and ceiling/wall mounts in accordance with manufacturer's instructions.
 4. Access Point units will be supplied, and configuration and provisioning will be completed by JIS.
 5. Vendor shall label every WI-FI unit with Name, Serial Number, and MAC Address to be readable from the floor. Naming convention will be provided by JIS.
 6. Contractor shall terminate wireless access point distribution cables to patch panel in appropriate IDF, ensuring total cable length (including 20’ coil at AP placement) is under 295’.
 7. Contractor shall supply a Category 6, green patch cable, 1 to 1 at each patch panel port.

3.5 LABELING

- A. General:
1. All labels shall be permanent, machine generated labels produced by a labeling machine, attached to both ends of each cable (source/destination) 606 standard format
 2. Labeling information will be reviewed at Pre-Install Meeting, and JIS shall approve the labeling scheme prior to the installation of any cabling.
 3. Surfaces shall be cleaned before attaching labels. All labels shall be attached firmly and vertically plumb on equipment, faceplates, patch panels termination blocks, etc.
 4. All labeling of cables, equipment, and components shall be included in as-built documentation, floor plan drawings, and schematic designs.
 5. Every distribution cable shall be labeled. Every strand of fiber shall be labeled
- B. Cabling
1. All structured cables (horizontal and backbone) shall be labeled at both ends within 6” of cable termination point. Where distribution data UTP cables extend behind patch panel ports, cable labels shall be placed at a location on the cable that are visible.
 2. Labels shall have an adhesive backing and shall wrap completely around the circumference of the cable jacket. Label and lettering sizes shall be of appropriate size regarding cable diameter.
- C. Labeling of Equipment Racks, Termination Hardware, and Faceplates
1. All communications equipment racks, cabinets, fiber enclosures, and termination hardware shall be clearly labeled at the top, left-hand corner of the equipment.
 2. Equipment Racks and Cabinets shall have ¾” to 1” high lettering and shall be labeled with the telecommunications room number followed by an alphanumeric character in sequence for each rack/cabinet. (i.e., C-517-A represents the first rack/cabinet in IDF room #C-517)
 3. Fiber Enclosures shall have 3/8” to ½” high lettering and shall be labeled with the telecommunications room number followed by an alphanumeric character of the rack/cabinet and the enclosure number (i.e., C-517-B-1 represents the first enclosures, second rack/cabinet in Telecommunications Room #1). Additionally, each strand of fiber shall be identified with the termination location of the opposite end and the fiber position number on the outside (or inside) front cover and top, left-hand corner of the enclosure under the enclosure label.
 4. Modular Patch Panels shall have 3/8” to ½” high lettering and shall be labeled with the telecommunications room number followed by an alphanumeric character of the rack/cabinet and the patch panel number (i.e., C-5173-C-2) represents the second patch panel, third rack/cabinet in Telecommunications Room #C-517). Patch panels shall be labeled with sequential numbering starting with “01” for topmost patch panel and moving downward towards the bottom of the rack. Additionally, each jack position on the patch panel shall be identified with the jack position number (i.e., a 48-port patch panel shall have number 1 through 48 silk-screened on the patch panel or shall have labeling strips with numbers 1 through 48 machine printed above/below corresponding jack position).
 5. Telecommunication outlets shall have 3/16” high lettering with the labeling method as indicated. Telecommunication outlets shall be identified with the telecommunications room where cables are

terminated, the rack/cabinet number, the patch panel number, and the jack position number (i.e., C-517-C-2-28 represents the outlet is located on the second patch panel in the third rack/cabinet in Telecommunications Room #C-517 and is jack position #28). The Contractor shall terminate all cabling in a sequential method.

3.6 FIELD TESTING AND CABLE CERTIFICATION

- A. Each permanent link or channel in the network must be field tested in accordance with the TIA-568 series industry standard AND nCompass testing requirements in force at the time of purchase (nCompass testing requirements take precedence over TIA when differences exist). The installed permanent links and channels must have passed all applicable TIA and nCompass performance requirements. Minimum testing for copper systems includes Wire Map, Length, Attenuation, Near End Crosstalk, Far End Crosstalk, Return Loss, PS NEXT, ELFEXT, PS ELFEXT. Minimum testing for Fiber Optic links includes horizontal and backbone, Bi-Directional, Dual Wavelength, Insertion Loss and Length.
- B. Permanent Link Testing shall be completed on all horizontal (station) cables as a minimum requirement.
- C. Submit test reports to JIS Network and Field Engineering POC prior to active equipment installation.
- D. Category 6 plenum Cable Testing:
1. All wiring shall be certified to meet or exceed the specifications as set forth in TIA/EIA-568C for Category 6 requirements for permanent link.
 2. Field Testing shall include the following parameters for each pair of each cable installed:
 - a. Store number and name.
 - b. Test equipment manufacturer and model number.
 - c. Cable I.D. The test sheets will be in numerical order by cable ID.
 - d. Date of test.
 - e. Wire map (pin to pin connectivity and polarity check) i.e., near 12345678, far 12345678.
 - f. Length (in feet).
 - g. Insertion Loss.
 - h. Near End Crosstalk (NEXT).
 - i. Power Sum Near End Crosstalk (PSNEXT).
 - j. Equal-Level Far End Crosstalk (ELFEXT).
 - k. Power Sum Equal-Level Far End Crosstalk (PSELFEXT).
 - l. Return Loss.
 - m. Delay Skew.
 - n. Attenuation to Crosstalk ratio (ACR).
 - o. DC Resistance per 100M/328 feet.
 - p. Impedance.
 - q. Capacitance.
 3. Record test results for each cable and turn over to JIS two weeks prior to project close-out. Correct malfunctions when detected, and re-test to demonstrate compliance. Note: Test equipment shall be a Level III certification tester.
- E. Optical Fiber Testing:
1. Preinstallation Testing:
 - a. Test each strand of every optical fiber cable on the reel with a light source and a power meter. Obtain the cable manufacturer power meter test results for each reel used on the project. Prior to completion of project, turn over the completed optical fiber test form, optical fiber cable reel ID tags and optical fiber cable manufacturer's test results.
 2. Acceptance Testing:
 - b. After terminating optical fiber cables the system shall be tested using Tier 1 test format. Tier 1 testing is mandatory. Tier 2 testing, (OTDR testing), is optional. Each strand shall be tested in both directions.

- c. Multi-mode and Single-mode optical fiber attenuation shall be tested on all individual fibers of each cable segment with an nCompass approved certification tester or equivalent using a LED light source. Test results should include location identification, link attenuation loss, link length and polarity. These tests shall be performed at the 850nm and 1300nm windows in both directions. Test set up and performance shall be in accordance with ANSI/TIA-526-14A, Method B.
 - d. Carefully follow the test procedures as outlined by the nCompass or Fluke approved certification tester being used. If the optical fiber connector types are the same on both the test equipment and the link under test, a single jumper reference process must be followed as defined in ANSI/TIA-526-14A
3. Test Results: Must be completed and turned over to the JIS Network and Field Engineering POC prior to active equipment installation and sign off. Specific due dates for optical fiber will be established at pre-installation kick off meeting.
 4. Warranty: Warranty Submittal must be completed online within 10 days of installation completion. Copies of all certification test reports must be submitted as part of the Warranty Submittal to JIS. Test results must be kept on file by the registrant to be resubmitted at the request of JIS. Data must be saved and submitted in raw data and summary formats. The test data (UTP and fiber) shall be submitted via online upload to contractor website. If online upload is unsuccessful, the data can be submitted via e-mail or disc to JIS.
 5. As-builts shall be submitted project to JIS at project sign off.

END OF SECTION III.



**STATE OF MARYLAND
ADMINISTRATIVE OFFICE OF THE COURTS
PROCUREMENT, CONTRACT AND GRANT ADMINISTRATION
187 HARRY S. TRUMAN PARKWAY
ANNAPOLIS, MD 21401**

Purchase Order Request for Proposals (PORFP)

FOR

(Enter PORFP Name)

PORFP KXX-XXXX-XX-X

On July 1, 2022, the Maryland Judiciary launched an online Procurement Portal, which enables us to exclusively accept bids and proposals electronically. Please view procurement opportunities and register for the Procurement Portal at: www.mdcourts.gov/procurementportal.

The sole point of contact for this PORFP is the Procurement Officer. Offerors are specifically directed NOT to contact any other Maryland Judiciary personnel or its contracted consultants for meetings, conferences, or discussions that are specifically related to this PORFP at any time prior to any award and issuance of a Purchase Order. Unauthorized contact with any Maryland Judiciary personnel or the Maryland Judiciary's contracted consultants may be cause for rejection of the Offeror's proposal.

If your firm does not intend to respond to this PORFP, please utilize the Intent to Bid under the submission section of the solicitation on the Procurement Portal. Offerors shall select NO and provide a reason for not submitting a proposal in response to this PORFP.

KEY INFORMATION SUMMARY SHEET

(Enter PORFP Name)

PORFP No. KXX-XXXX-XX-X

Master Contract: This PORFP is subject to the terms and conditions of KXX-XXXX-XX-X – MJUD Master Contract – Cabling & Wiring (C&W) Materials & Services.

Issue Date: (Enter Issue Date)

Issuing Office: Procurement, Contract and Grant Administration

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

Proposal Submission: Submissions are exclusively accepted electronically via the Procurement Portal.

Important Events: Refer to the project details and important events on the Procurement Portal for the date and time of the pre-proposal conference (as applicable), site visit(s) (as applicable), deadline for questions, and solicitation closing date & time.

Place of Performance: Building Name
Street Address
City, State Zip

MBE Subcontracting Goal: (Goal %) (Requisition exceeds \$200k)

VSBE Subcontracting Goal: (Goal %) (Requisition exceeds \$200k)



TABLE OF CONTENTS

SECTION I. GENERAL INFORMATION..... 4
A. ABBREVIATIONS AND DEFINITIONS.....4
B. PROCUREMENT OFFICER.....4
C. CONTRACT MANAGER.....4
D. DURATION OF OFFER.....4
E. REVISIONS TO THE PORFP.....4
F. CANCELLATIONS.....5
G. MULTIPLE OR ALTERNATE PROPOSALS.....5
H. PAYMENTS TO SUCCESSFUL OFFEROR.....5
I. PURCHASE & CHANGE ORDERS.....5

SECTION II. INSTRUCTIONS TO OFFERORS..... 6
A. PURCHASE ORDER TYPE.....6
B. PROCUREMENT METHOD.....6
C. AWARD BASIS.....6
D. PRE-PROPOSAL CONFERENCE.....6
E. QUESTIONS.....6
F. PROPOSAL CLOSING DATE & TIME.....6
G. DISCUSSIONS.....6
H. SUCCESSFUL OFFEROR RESPONSIBILITIES.....6
I. DAMAGE TO STATE AND PERSONAL PROPERTY.....7
J. ACCEPTANCE OF SERVICES.....7
K. DIVERSITY & OUTREACH PROGRAMS.....7
L. ACCESS AND BACKGROUND CHECKS.....9
M. DISTRICT COURT ACCESS AND BACKGROUND CHECKS.....10

SECTION III. SCOPE OF WORK..... 13
A. SUMMARY.....13
B. SCOPE OF WORK.....13
C. SCHEDULING & STAFFING.....13
D. TOOLS & HOUSEKEEPING.....13
E. TESTING.....13
F. WARRANTY.....14
G. AS-BUILT DRAWINGS.....14
H. FINAL WALKTHROUGH.....14

SECTION IV. PROPOSAL FORMAT..... 15
A. PROPOSAL SUBMISSION.....15
B. PROPOSAL SUBMITTALS.....15

SECTION V. EVALUATION PROCEDURE..... 17
A. EVALUATION COMMITTEE.....17
B. PROPOSAL CRITERIA.....17
C. SELECTION PROCEDURES.....17

ATTACHMENTS

- Attachment E – Bid/Price Proposal Form
- Attachment H – Minority Business Enterprise (MBE) Forms (Attachment 1A, 1B, 1C, 2, 3A, & 3B) (if applicable)
- Attachment N – JIS Product Standards & Specifications



SECTION I. GENERAL INFORMATION

A. ABBREVIATIONS AND DEFINITIONS

For this PORFP, the following abbreviations or terms have the meanings indicated below:

1. AOC – Administrative Office of the Courts
2. Contract Manager – The AOC representative that serves as the technical manager for the resulting Purchase Order. The Contract Manager monitors the daily activities of the Purchase Order and provides technical guidance to the Successful Offeror.
3. MBE – Minority Business Enterprise means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is at least 51 percent owned and controlled by one or more individuals who are in a minority group (African American, Native American, Hispanic, women, or the physically or mentally disabled) that is socially and economically disadvantaged, and managed and operated by one or more of the socially and economically disadvantaged individuals who own it, and is so certified by the Maryland Department of Transportation.
4. Offeror – An entity that submits a proposal in response to this PORFP.
5. Procurement Officer – The AOC representative responsible for this PORFP, for the determination of Purchase Order scope issues, and the only AOC representative who can authorize changes to the Purchase Order.
6. Purchase Order – written document issued to a Successful Bidder formalizing the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule and terms of payment.
7. Purchase Order Request for Proposals – The use of the procedures set forth in the Procurement Procedures Manual to obtain items through a master contract using a secondary competition process.
8. Procurement Portal – Strategic sourcing software allowing the Judiciary to receive and evaluate bids and proposals electronically.
9. Successful Offeror – The awarded Offeror.

B. PROCUREMENT OFFICER

The sole point of contact in the AOC for purposes of this PORFP is the Procurement Officer noted on the Key Information Summary Sheet. The AOC may change the Procurement Officer at any time by written notice to the Offeror. Only information communicated by the Procurement Officer shall be deemed the official position of the AOC. No other State of Maryland or AOC employee, official, or representative has the authority to change the requirements of this PORFP. Attempts by the Offeror to contact members of the evaluation committee, or otherwise circumvent this procedure in any manner may be grounds for disqualification.

C. CONTRACT MANAGER

The Contract Manager for post-award activities is as follows:

1. Name
2. Phone Number
3. Email Address

D. DURATION OF OFFER

Proposals submitted in response to this PORFP are irrevocable for 90 days following: (1) the closing date of proposals, (2) Best and Final Offers (BAFOs), if requested, or (3) the resolution date of any protest concerning this PORFP. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement. The PORFP may specify terms in addition to the terms of the Master Contract. PORFPs and POs may not limit the AOC's right as provided by law in the Master Contract and may not change the terms of the Master Contract.

E. REVISIONS TO THE PORFP



The AOC reserves the right to amend this PORFP at any time prior to the proposal closing date and time. If the PORFP is revised prior to the proposal closing date and time, the AOC shall post any addenda to the PORFP on the Procurement Portal and shall attempt to provide such addenda to all prospective Offerors that received the PORFP. If one (1) or more addenda are issued to this PORFP, Offerors shall acknowledge receipt of all addenda on the Procurement Portal. Addenda issued after the closing date and time for proposals will be sent only to those Offerors who submitted a timely proposal. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, clarifications, or corrections set forth in the addendum, and may cause the proposal to be deemed not reasonably susceptible of being selected for award.

F. CANCELLATIONS

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

G. MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

H. PAYMENTS TO SUCCESSFUL OFFEROR

Payments to the Successful Offeror shall be made not later than thirty (30) days after the acceptance of deliverables, and receipt of a proper invoice from the Offeror. Any charges of interest or the like for late payment are prohibited. Invoices shall be sent to JIS.invoices@mdcourts.gov

I. PURCHASE & CHANGE ORDERS

The Successful Offeror shall not begin the work specified in this PORFP without a Purchase Order or notice to proceed issued by the Procurement Officer. The Successful Offeror shall not begin any additional work not specified in this PORFP without a Purchase Order or notice to proceed issued by the Procurement Officer.

END OF SECTION I

SECTION II. INSTRUCTIONS TO OFFERORS

A. PURCHASE ORDER TYPE

The Purchase Order that results from this PORFP shall be based on

Option 1: Fixed Price. (specific work, set price, withing set time period)

Option 2: Time & Materials, Not to Exceed (NTE). (labor performed and materials provided)

Option 3: Labor Hour. NTE. (only labor)

Option 4: Definite Quantity. (fixed price for specified amount of goods/labor/services at specified times)

Option 5: Indefinite Quantity. (indefinite amount of goods/labor/services at specified times or when ordered for fixed unit pricing)

Option 6: Indefinite Delivery, Indefinite Quantity (IDIQ). (master contract – award vendors issued competitive task orders under master contact.

B. PROCUREMENT METHOD

The Purchase Order resulting from this PORFP shall be awarded in accordance with the PORFP process under the Judicial Branch Procurement Policy.

C. AWARD BASIS

A Purchase Order shall be awarded to the responsible Offeror(s) submitting the proposal that has been determined to be the most advantageous to the AOC, considering price and evaluation factors set forth in this PORFP, for providing the specified goods and/or services.

D. PRE-PROPOSAL CONFERENCE

A Pre-proposal Conference and site visit (as applicable) will be held on the date and time, and at the location indicated in the project details and important events sections of the solicitation on the Procurement Portal. Offerors are encouraged to bring a copy of this PORFP and a business card to help facilitate a more efficient sign-in process. Attendance at the Pre-proposal Conference (and site visit) is mandatory (or encouraged), in order to facilitate better preparation of proposals.

E. QUESTIONS

Offerors shall direct all communication regarding this PORFP to the Procurement Officer. Submit questions to the Procurement Officer, by email, or through the opportunity Q&A section on the Procurement Portal no later than the date indicated on the solicitation. The Procurement Officer, based on the availability of time to research and communicate, shall answer questions at their discretion prior to the proposal closing date and time. Answers to all substantive questions that are not clearly specific only to one (1) Offeror will be answered via Addenda and will be furnished to all prospective Offerors that received the PORFP. The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the AOC unless issued in writing as an addendum.

F. PROPOSAL CLOSING DATE & TIME

Proposals must be received through the Procurement Portal not later than the date and time indicated on the solicitation. Untimely proposals will not be considered. Proposals may be modified or withdrawn by the Offeror through the Procurement Portal any time before the date and time set forth in the solicitation.

G. DISCUSSIONS

The AOC may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the AOC also reserves the right to make an award without holding discussions. With or without discussions, the AOC 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 prior to Purchase Order award.

H. SUCCESSFUL OFFEROR RESPONSIBILITIES



1. Offerors shall be responsible for all goods and/or services and requirements set forth in this PORFP including the Purchase Order performance of any subcontractor participation. At minimum, the installation shall comply with the following standards (as applicable):
 - a. Electronic Industries Alliance (EIA)
 - b. American National Standards Institute/Telecommunications Industry Association (ANSI/TIA)
 - c. Building Industry Consulting Service International (BICSI)
 - d. National Electric Code (NEC)
 - e. OSHA Standards and Regulations
 - f. Local Code and Standards
 - g. JIS Product Standards & Specifications (Attachment N)
2. The Successful Offeror will be required to follow all current Judiciary protocols referencing pandemic flu or other infectious diseases including, but not limited to, proof of vaccination, producing negative COVID tests, completing/passing an initial screening questionnaire, non-contact temperature taking, the wearing of personal protective equipment (e.g., face mask), and practicing appropriate social distancing. Failure to comply with any of the Judiciary's protocol could result in being denied entry into Judiciary workspace, and mitigation up to and including contract termination.

I. DAMAGE TO STATE AND PERSONAL PROPERTY

1. The Successful Offeror, their employees, subcontractors and agents shall be held directly responsible to repair, replace or restore to its original condition, to the satisfaction of the AOC, 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. The Successful Offeror, 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 of Maryland harmless for such damages.

J. ACCEPTANCE OF SERVICES

1. The Contract Manager or his/her designated representative has authority to determine the acceptable level of service. After completion of work, the Contract Manager will conduct a walkthrough to ensure the work is completed in accordance with PORFP, any change orders, and a review of ceiling tiles, surrounding walls, and site cleanup.
2. When the Contact Manager or his/her designee determines that the Successful Offeror service is unsatisfactory, the Successful Offeror 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. All Punch list items must be completed to the Contract Manager's satisfaction within one (1) week after walkthrough.

K. DIVERSITY & OUTREACH PROGRAMS

The objective of the Diversity & Outreach Programs is to encourage and increase participation in AOC procurements by Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE).

1. Minority Business Enterprise
To participate as an MBE in AOC procurements, MBEs must be certified by the Maryland Department of Transportation (MDOT). Additional information regarding certification can be located on the MDOT Website: <https://www.mdot.maryland.gov/tso/Pages/Index.aspx?PageId=90>
 - a. An MBE Subcontract goal of ___% of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement. Each Offeror shall complete, sign, and submit MBE Attachment 1A – MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule – Part 2 through 4 with their technical proposal.



- (1) MBE Prime Contractors must include a copy of proof of certification from MDOT with their Technical Proposal.
 - (2) If the Offeror is unable to achieve the MBE participation goal, it shall request a waiver in whole or in part of the overall goal by checking the second box on the MBE Form 1A – Part 2. Failure to indicate the need for a waiver may result in the AOCs rejection of the proposal.
- b. Within ten (10) business days from notification that the Offeror is the apparent awardee, or as requested by the Procurement Officer, Offerors requesting a waiver in whole or in part of the overall goal must submit the following documentation (as applicable):
- (1) MBE Attachment 1B – Exhibit A – MBE Subcontractor Unavailability Certificate.
 - (2) MBE Attachment 1C – Good Faith Efforts Documentation to Support Waiver Request.
 - (3) MBE Attachment 2 – Outreach Efforts Compliance Statement.
 - (4) MBE Attachment 3A – Certified MBE Subcontractor Participation Certification
 - (5) MBE Attachment 3B – MBE Prime Project Participation Certification.
 - (6) Any other documentation required by the Procurement Officer to ascertain Offeror’s responsibility/susceptibility of being selected for award in connection with the certified MBE participation goal.
- c. The Successful Offeror and subcontractor(s) will be required to complete the following forms on a monthly basis (as applicable):
- (1) MBE Attachment 4A – Prime Contractor Paid/Unpaid Invoice Report.
 - (2) MBE Attachment 4B – MBE Prime Contractor Report
 - (3) MBE Attachment 5 – MBE Subcontractor Paid/Unpaid Invoice Report

2. Veteran-owned Small Business Enterprise

VSBEs must complete three (3) steps: Vendor Registration, Veteran Verification, and VSBE Certification. These steps are outlined by the State of Maryland VSBE program. Additional information regarding certification can be located at: <https://gomdsmallbiz.maryland.gov/Pages/VSBE-Program.aspx>

- a. An VSBE Subcontract goal of ___% of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement. Each Offeror shall complete, sign, and submit VSBE Form 1A – VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule.
- (1) VSBE Prime Contractors must include proof of certification from eMaryland Marketplace Advantage (eMMA) with their Technical Proposal.
 - (2) If the Offeror is unable to achieve the VSBE participation goal, it shall request a waiver in whole or in part of the overall goal by checking the second box on the VSBE Form 1A. Failure to indicate the need for a waiver may result in the AOCs rejection of the proposal.
- b. Within ten (10) business days from notification that the Offeror is the apparent awardee, or as requested by the Procurement Officer, Offerors requesting a waiver in whole or in part of the overall goal must submit the following documentation (as applicable):
- (1) VSBE Attachment B – VSBE Subcontractor Unavailability Certificate
 - (2) VSBE Attachment 2 – VSBE Subcontractor Participation Statement
 - (3) Any other documentation required by the Procurement Officer to ascertain Offeror’s responsibility/susceptibility of being selected for award in connection with the certified VSBE participation goal.
- c. The Successful Offeror and subcontractor(s) will be required to complete the following forms on a monthly basis (as applicable):



- (1) VSBE Attachment 3 – Prime Contractor Paid/Unpaid Invoice Report.
- (2) VSBE Attachment 4 – Subcontractor Paid/Unpaid Invoice Report.

L. ACCESS AND BACKGROUND CHECKS

1. Successful Offeror may be required to submit the following information for AOC engagements for Successful Offeror personnel, subcontractors, third-party resources, temporary employees, and training candidates:
 - a. Full Name.
 - b. Phone Number.
 - c. Personal/Private email with no connection to employer.
 - d. Emergency contact information.
2. Site visits to any AOC location must be coordinated by AOC staff with the designated site personnel in advance of any visit.
3. Any Successful Offeror personnel working at AOC locations, or on AOC systems or projects, or who have access to AOC or State criminal data or systems, must be approved in writing by the Procurement Officer prior to beginning work.
4. All Successful Offeror personnel working on AOC premises, property, systems or projects, contracts, or who have access to AOC or State criminal data or systems, may be required to obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check prior to beginning work. The AOC reserves the right to refuse to allow any Successful Offeror personnel to begin work based upon criminal records.
5. All Successful Offeror personnel assigned to work at AOC locations may be required to obtain an AOC security identification badge prior to beginning work, and annually thereafter. The Successful Offeror is responsible for any fees that may be incurred for initial issuance of the badge and for any replacement.
6. The security identification badge shall always be displayed while on AOC premises. To verify identity, the Successful Offeror personnel shall be prepared to provide photo identification upon request by an AOC employee.
7. Successful Offeror personnel are required to immediately notify the Contract Manager, the Administrative Official of the respective department or office or the Contract Manager, if their security identification badge is lost or stolen.
8. The Successful Offeror personnel must notify the Contract Manager, the Administrative Official of the respective department or office, within one (1) business day if any personnel have been arrested, indicted, served with a criminal summons, named in a peace or protective order, or named as a defendant in any civil case. The Successful Offeror personnel are also required to provide regular updated information regarding the status of any of these court actions.
9. The Contract Manager, in conjunction with the Chief of the Office of Security Administration and the Procurement Officer, may impose restrictive conditions in response to prior criminal convictions, pending criminal charges, or a violation of AOC procedures, including removal from the contract, and/or restricted access to AOC locations or systems.
10. In the event of a security incident or suspected security incident, the Successful Offeror personnel shall immediately notify the Contract Manager.
11. The Successful Offeror personnel shall cooperate fully in all security incident investigations.

12. During the contract, if necessary, for the delivery of goods and services, the Successful Offeror may be provided an AOC asset in the form of a cell phone, laptop, or other electronic device. All AOC devices are the property of the AOC and must be returned in working, acceptable condition at the contract's conclusion. If said devices are not in working acceptable conditions, Successful Offeror may be responsible for the cost of said device(s). All devices must be regularly updated as specified by the manufacturer and JIS and must adhere to all confidentiality guidelines as provided by JIS and the AOC.
13. If the AOC determines that there is cause for the Successful Offeror's work to be suspended, the Successful Offeror shall take the following steps:
 - a. Immediately cease to represent itself as providing services to the AOC.
 - b. Deliver to the AOC: (a) a report describing the current state of the Deliverables provided by the Successful Offeror under this Agreement and any applicable Statements of Work outstanding as of the date of termination; (b) all AOC Confidential information in its possession or, at AOC's option, destroy all such AOC Confidential information; and (c) all work product to the AOC within seven (7) business days as of the date of termination. Work product includes, but is not limited to, works for hire and materials as described in §29.3.
 - c. The Successful Offeror is responsible for all AOC assets (including but not limited to, laptops, tablets, computers, cell phones, other portable electronic devices, accessories, and peripherals, etc.), that have been provided to the Successful Offeror at the AOC's cost. All AOC issued assets are required to be surrendered to the AOC within five (5) business days of the termination of services. Assets will be subject to evaluation and can include normal and expected wear and tear but must be functional and operable. Assets that do not meet this condition may be subject to additional charge to the Successful Offeror. Successful Offeror shall be liable to the AOC for all assets not surrendered.

M. DISTRICT COURT ACCESS AND BACKGROUND CHECKS

1. Successful Offeror may be required to submit the following information for AOC engagements for Successful Offeror personnel, subcontractors, third-party resources, temporary employees, and training candidates:
 - a. Full Name.
 - b. Phone Number.
 - c. Personal/Private email with no connection to employer.
 - d. Emergency contact information.
2. Site visits to any District Court location must be coordinated by AOC staff with the designated site personnel in advance of any visit.
3. Any Successful Offeror personnel working at District Court locations, or on District Court systems or projects, or who have access to AOC or State criminal data or systems, must be approved in writing by the Administrative Judge of the District prior to beginning work.
4. All Successful Offeror personnel working on District Court premises, property, systems or projects, contracts, or who have access to AOC or State criminal data or systems, must have a District Court approved criminal background check prior to beginning work. The AOC reserves the right to refuse to allow any Successful Offeror personnel to begin work based upon criminal records.
 - a. Contractor shall furnish to the District Court a completed Authorization for Access to Records form no later than ten (10) days prior to the commencement of work.
 - b. A completed Authorization for Access to Records form shall be completed for each Successful Offeror personnel entering District Court premises for work.
5. All Successful Offeror personnel assigned to work at District Court locations may be required to obtain an AOC security identification badge prior to beginning work, and annually thereafter. The



Successful Offeror is responsible for any fees that may be incurred for initial issuance of the badge and for any replacement.

6. The security identification badge shall always be displayed while on District Court premises. To verify identity, the Successful Offeror personnel shall be prepared to provide photo identification upon request by a Judiciary employee.
7. Successful Offeror personnel are required to immediately notify the Director of District Court Engineering and Central Services Department if their security identification badge is lost or stolen.
8. The Successful Offeror personnel must notify the Director of District Court Engineering and Central Services Department within one (1) business day if any personnel have been arrested, indicted, served with a criminal summons, named in a peace or protective order, or named as a defendant in any civil case. The Successful Offeror personnel are also required to provide regular updated information regarding the status of any of these court actions.
9. The Director of District Court Engineering and Central Services Department, in conjunction with the Chief of the Office of Security Administration and the Procurement Officer, may impose restrictive conditions in response to prior criminal convictions, pending criminal charges, or a violation of AOC procedures, including removal from the contract, and/or restricted access to AOC locations or systems.
10. In the event of a security incident or suspected security incident, the Successful Offeror personnel shall immediately notify the Director of District Court Engineering and Central Services Department.
11. The Successful Offeror personnel shall cooperate fully in all security incident investigations.
12. During the contract, if necessary, for the delivery of goods and services, the Successful Offeror may be provided an AOC asset in the form of a cell phone, laptop, or other electronic device. All AOC devices are the property of the AOC and must be returned in working, acceptable condition at the contract's conclusion. If said devices are not in working acceptable conditions, Successful Offeror may be responsible for the cost of said device(s). All devices must be regularly updated as specified by the manufacturer and JIS and must adhere to all confidentiality guidelines as provided by JIS and the AOC.
13. If the District Court determines that there is cause for the Successful Offeror's work to be suspended, the Successful Offeror shall take the following steps:
 - a. Immediately cease to represent itself as providing services to the District Court.
 - b. Deliver to the District Court: (a) a report describing the current state of the Deliverables provided by the Successful Offeror under this Agreement and any applicable Statements of Work outstanding as of the date of termination; (b) all District Court Confidential information in its possession or, at District Court's option, destroy all such District Court Confidential information; and (c) all work product to the District Court within seven (7) business days as of the date of termination. Work product includes, but is not limited to, works for hire and materials as described in §29.3.
 - c. The Successful Offeror is responsible for all District Court assets (including but not limited to, laptops, tablets, computers, cell phones, other portable electronic devices, accessories, and peripherals, etc.), that have been provided to the Successful Offeror at the District Court's cost. All District Court issued assets are required to be surrendered to the District Court within five (5) business days of the termination of services. Assets will be subject to evaluation and can include normal and expected wear and tear but must be functional and operable. Assets that do not meet this condition may be subject to additional charge to the Successful Offeror. Successful Offeror shall be liable to the District Court for all assets not surrendered.

END OF SECTION II.

SAMPLE



SECTION III. SCOPE OF WORK

A. SUMMARY

The AOC is seeking proposals from prospective Offerors to (add language to fit your procurement).

B. SCOPE OF WORK

C. SCHEDULING & STAFFING

1. Working hours are defined as - regular business hours, after business hours (nights and weekends), and/or holiday hours as applicable per court schedule.
 - a. If regular and after business hours are available, please provide the amount of work/nature of work that will need to be completed outside of regular business hours.
 - b. Forward schedule on a bi-weekly basis to Contract Manager. The schedule should be created using an excel spreadsheet or MS project schedule. Work schedules for next day shall be approved by the Court Administrator no less than 24 hours in advance.
 - c. Regular business hours for the courthouse are 8:30 am to 4:30 pm.
 - d. Arrive 7:00-8:00 am, finish 4:30-5:00pm.
2. Soft cutover shall take place after hours, per the Contract Manager's determination.
3. Accommodations shall be made by the Successful Offeror to move work windows around courts in session per the Court Administrator's and/or Contract Manager's request, and for avoiding and/or minimizing any disruption of day-to-day functions.
 - a. Under no circumstances shall Judicial Proceedings be interrupted by the effects of any scheduled work. The Successful Offeror may be instructed to stop work at any time by an officer of the court. In such an event the work shall either be rescheduled or recommence upon instruction by the Officer of the Court.
 - b. Noisy or disruptive work shall take place prior to or after regular business hours.
4. Successful Offeror shall be available to coordinate with other contractors on site (as applicable).
5. For work that must be performed and completed in a single weekend. The Courtroom(s) must be returned to its original order prior to court proceedings on the Monday after weekend work (as applicable).
6. All work shall be completed no later than X weeks after receipt of Purchase Order.

D. TOOLS & HOUSEKEEPING

The Successful Offeror shall:

1. Maintain the integrity of all existing conduits, cabling, and infrastructure in the building throughout the duration of the installation.
2. Supply their own tools including, but not limited to, ladders, vacuum cleaners, extension cords, power tools, test equipment, etc. The AOC will not provide any tools or supplies.
3. Remove all trash, boxes, and other items related to the installation, and provide overall clean-up of the work area. Dumpsters are not available.
4. Color match walls, ceilings, floors, and trim when using any type of surface mount conduit, boxes, raceway, etc., except where explicitly identified herein. Color matching shall be approved by the Contract Manager prior to implementation.

E. TESTING



The Successful Offeror shall:

1. Test each strand of fiber in both directions.
2. Forward results to the Contract Manager prior to cutover.
3. Return to the work site to repair, at no additional cost, any cable that fails to forward any signal up to ninety (90) days from the date of acceptance.

F. WARRANTY

The Successful Offeror shall provide a one-year system warranty from the date of acceptance. The warranty shall include all labor and materials required to fix any non-working links.

G. AS-BUILT DRAWINGS

1. The Successful Offeror shall:
 - a. Incorporate all drop moves, adds, and changes into the final as-built drawing set.
 - b. Submit As-Built Drawings to the Contract Manager after the completion of work, and the approval of test results.
 - c. Ensure the As-Built Drawings accurately depict the actual field conditions resulting from the completed and tested work.
2. As-Built Drawings will be reviewed for accuracy and completeness, and written approval of the Project Manager will be required for final acceptance of the work or portions of the work.
3. The As-built Drawing set may be a layer overlay of fire escape plan if building drawing set is not available.

H. FINAL WALKTHROUGH

A final walkthrough will be held at the completion of the work and may include local staff, building owner, Engineering, JIS, and Central Services staff. The Successful Offeror shall:

1. Remain on site until successful completion of walkthrough.
2. Be prepared to test up to 10% of cables during the final walkthrough to demonstrate viability of work.

END OF SECTION III.

SECTION IV. PROPOSAL FORMAT

A. PROPOSAL SUBMISSION

Offerors shall submit their proposal in accordance with the required and optional submittals as defined in Section IV.B of this PORFP, and the Procurement Portal. By submitting a response in the Procurement Portal, the submitting individual certifies they are authorized to bind the Offeror to the requirements of this Solicitation, including all addenda.

B. PROPOSAL SUBMITTALS

1. Addenda Acknowledgement: Offeror shall acknowledge receipt of any addenda on the Procurement Portal. Failure to acknowledge addenda may result in your proposal being found not reasonably susceptible of being selected for award.
2. Offeror's Technical Response to PORFP Requirements & Proposed Work Plan:
 - a. Offerors shall address each PORFP requirement (Section III) in the proposal and describe how its proposed services will meet or exceed those requirements.
 - b. Offeror shall provide a work plan including the following information:
 - (1) Performance schedule;
 - (2) Number of personnel;
 - (3) Number of hours to complete the project;
 - (4) Number of days to complete the project; and
 - (5) Subcontractors and their role relative to the proposal, if any.
 - c. List of employees expected to be on-site including the following information:
 - (1) Full legal name
 - (2) Phone Number
 - (3) Email address
3. Minority Business Enterprise Documentation
 - a. MBE Form 1A – Part 2 through 4.
 - b. For Prime Contractors only, proof of certification from MDOT.
4. Veteran-owned Small Business Enterprise Documentation (as applicable)
 - a. VSBE Form 1A
 - b. For Prime Contractors only, proof of certification from eMMA.
5. Price:
 - a. Offerors shall complete the Bid/Price Proposal Form and/or the requested total price in the format specified on the Bid/Price Proposal Form and/or the Procurement Portal. Offerors shall not amend, alter, or leave blank (as applicable) any items on the Bid/Price Proposal Form, or include any clarifying or contingent language on or attached to the Bid/Price Proposal Form. Failure to adhere to any of these instructions may result in the proposal being determined to be not reasonably susceptible of being selected for award.
 - b. Offeror shall submit an itemized materials list separate from the Bid/Price Proposal Form (Attachment E).
 - (1) The total price of the itemized material list shall be included on the Bid/Price Proposal Form (Attachment E) for materials.
 - (2) The itemized materials list shall include the following information:
 - i Manufacturer
 - ii Manufacturer Part No.
 - iii Part Description
 - iv Quantity
 - v Extended Price

- c. The Offeror will not be reimbursed for any travel expenses including but not limited to transportation, meals, and hotel accommodations, except as approved in advance by the Contract Manager.

END OF SECTION IV.

SAMPLE

SECTION V. EVALUATION PROCEDURE

A. EVALUATION COMMITTEE

1. Evaluation of the proposals will be performed by a committee, of one (1) or more than one (1) individuals, established for the purpose of analyzing the proposals based on the evaluation criteria set forth below. The Evaluation Committee will provide input to the Procurement Officer after reviewing proposals, participating in oral presentations and discussions, and any other activities relative to this PORFP.
2. The AOC reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate by the Procurement Officer.

B. PROPOSAL CRITERIA

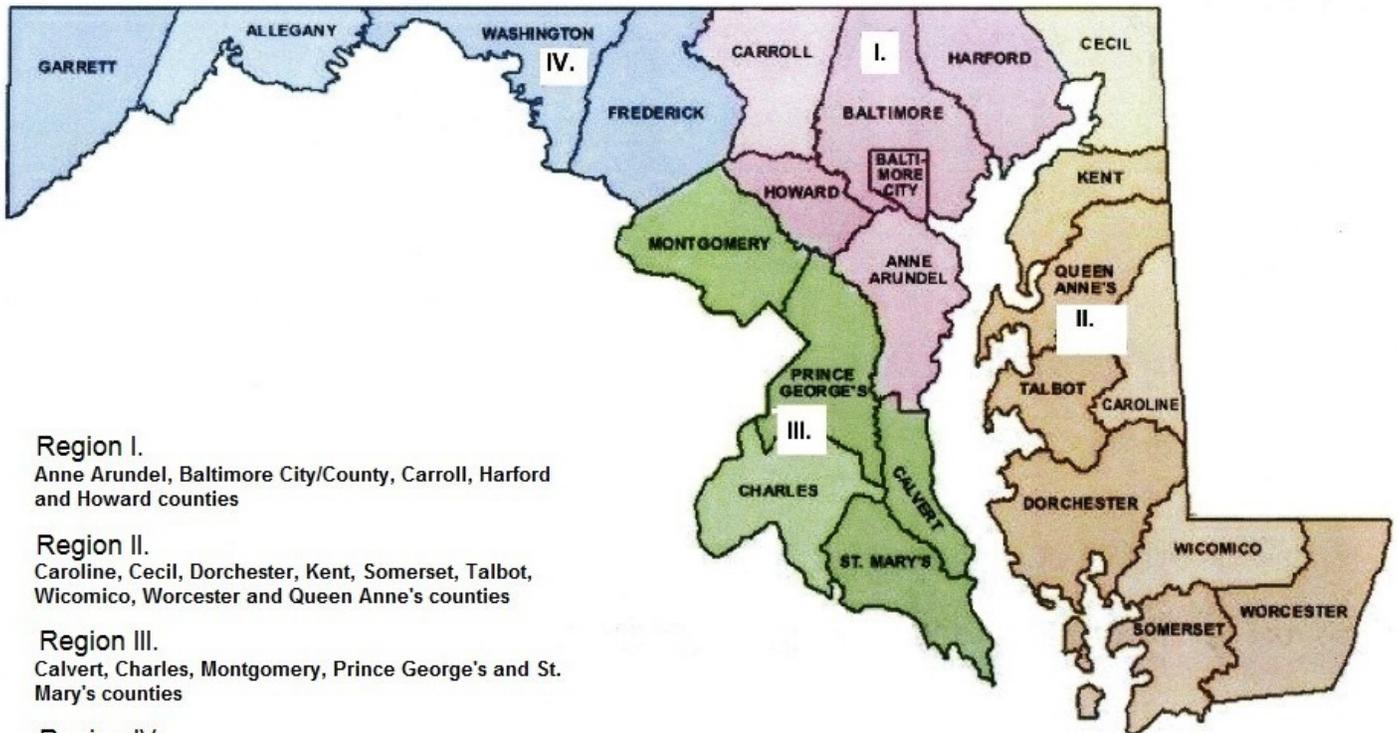
The criteria to be applied to each proposal are listed in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

1. Price
2. Extent to which the Offeror's proposal and work plan meets the requirements of the PORFP (Section III)

C. SELECTION PROCEDURES

1. The Procurement Officer shall initially review for compliance with the PORFP requirements. Failure to comply with PORFP requirements may result in a proposal being classified as not reasonably susceptible of being selected for award. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the AOC's best interest.
2. Selection Procedures:
 - a. Proposals are evaluated for technical and financial merit and ranked. During this review discussions may be held. The purpose of such discussions shall be to assure a full understanding of the AOCs requirements and the Offeror's ability to perform, and to facilitate understanding of the Purchase Order that shall be most advantageous to the AOC.
 - b. When in the best interest of the AOC, the Procurement Officer may permit Offerors to revise their initial proposals and submit, in writing, Best and Final Offers (BAFOs). The AOC may make award without issuing a request for a BAFO.
3. Recommendation for Award
 - a. Upon completion of the Proposal evaluations and rankings, an overall ranking will be designated to each Offeror.
 - b. The Procurement Officer will recommend award of the Contract to the Offeror that submitted the proposal determined to be the most advantageous to the AOC.

END OF SECTION V.



Region I.

Anne Arundel, Baltimore City/County, Carroll, Harford and Howard counties

Region II.

Caroline, Cecil, Dorchester, Kent, Somerset, Talbot, Wicomico, Worcester and Queen Anne's counties

Region III.

Calvert, Charles, Montgomery, Prince George's and St. Mary's counties

Region IV.

Allegany, Frederick, Garrett and Washington counties