



**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

Audio Visual (AV) Hardware & Services

Solicitation No. K23-0019-29

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.

In order 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 on Attachment G – Notice to Bidders/Offerors.

KEY INFORMATION SUMMARY SHEET

Request for Proposals

Audio Visual (AV) Hardware & Services

Solicitation No. K23-0019-29

RFP Issue Date: June 2, 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

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

Pre-proposal Conference: June 9, 2022, 11:00 AM EST, Microsoft Teams

Microsoft Teams meeting
Join on your computer or mobile app
[Click here to join the meeting](#)
Or call in (audio only)
[+1 443-833-0155,,504055777#](tel:+14438330155504055777) United States, Baltimore
Phone Conference ID: 504 055 777#
[Find a local number](#) | [Reset PIN](#)
[Learn More](#) | [Meeting options](#)

Site Visit: June 15, 2022, 11:45 AM EST

District Courthouse of Annapolis
Robert F. Sweeney Building
251 Rowe Boulevard
Annapolis, MD 21401

Immediately following the site visit at the courthouse the site visit will continue at:
Maryland Judicial Center
187 Harry S. Truman Parkway
Annapolis, MD 21401

Deadline for Questions: June 21, 2022 at 4:30 PM EST

Closing Date & Time: July 6, 2022 at 4:30 PM EST



Contract Term: The contract term will be for a period of five (5) years after the date of contract execution with the AOC retaining the sole right to exercise five (5) one-year renewal options at its discretion.

MBE Subcontracting Goal: 0%

VSBE Subcontracting Goal: 0%



TABLE OF CONTENTS

SECTION I. GENERAL INFORMATION 6

A. SUMMARY STATEMENT 6

B. ABBREVIATIONS AND DEFINITIONS 6

C. PROCUREMENT OFFICER 6

D. CONTRACT MANAGER 6

E. DURATION OF OFFER 7

F. REVISIONS TO THE RFP 7

G. CANCELLATIONS 7

H. PROTESTS/DISPUTES 7

I. MULTIPLE OR ALTERNATE PROPOSALS 7

J. ARREARAGES 7

K. VERIFICATION OF REGISTRATION AND TAX PAYMENT 7

L. FALSE STATEMENTS 8

M. PRESS RELEASES 8

N. PAYMENTS TO SUCCESSFUL OFFEROR 8

O. NON-DISCLOSURE AGREEMENT 8

P. DAMAGE TO STATE AND PERSONAL PROPERTY 8

Q. OFFEROR SECURITY REQUIREMENTS 8

R. ACCESS TO AOC INFORMATION TECHNOLOGY SYSTEMS 9

S. ACCESS AND BACKGROUND CHECKS 9

T. REQUIRED POLICIES, GUIDELINES, AND METHODOLOGIES 11

U. END OF CONTRACT TRANSITION 11

SECTION II. INSTRUCTIONS TO OFFERORS 12

A. CONTRACT TYPE 12

B. PROCUREMENT METHOD 12

C. AWARD BASIS 12

D. PRE-PROPOSAL CONFERENCE 12

E. QUESTIONS 12

F. PROPOSAL CLOSING DATE & TIME 13

G. ORAL PRESENTATIONS & DISCUSSIONS 13

H. INCURRED EXPENSES 13

I. ECONOMY OF PREPARATION 13

J. PUBLIC ACCESS TO JUDICIAL RECORDS 13

K. OFFEROR RESPONSIBILITIES 13

L. ACCEPTANCE OF TERMS & CONDITIONS 14

M. ACCEPTANCE OF SERVICES 14

N. DIVERSITY & OUTREACH PROGRAMS 14

O. INSURANCE 15

P. PROPOSAL AFFIDAVIT 16

Q. CONTRACT AFFIDAVIT 16

SECTION III. SCOPE OF WORK 17

A. SUMMARY 17

B. BACKGROUND INFORMATION 17

C. OFFEROR MINIMUM & PREFERRED QUALIFICATIONS 17

D. HARDWARE & SERVICE CATEGORIES 18

E. SCOPE OF WORK 19

F. SCHEDULE & COORDINATION 22

G. DELIVERY 22

H. WARRANTY/MAINTENANCE 23

I. QUOTES & INVOICES 23



SECTION IV. PROPOSAL FORMAT	25
A. TWO-VOLUME SUBMISSION.....	25
B. PROPOSAL PACKAGING & SUBMISSION	25
C. VOLUME I – TECHNICAL PROPOSAL	25
D. VOLUME II – FINANCIAL PROPOSAL.....	28
SECTION V. EVALUATION PROCEDURE.....	30
A. EVALUATION COMMITTEE.....	30
B. TECHNICAL PROPOSAL CRITERIA	30
C. FINANCIAL PROPOSAL CRITERIA	30
D. SELECTION PROCEDURES.....	30
E. DEBRIEFING.....	31

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 – Service
- Attachment E1 – Bid/Price Proposal Form – Hardware Manufacturer
- Attachment F – Non-Disclosure Agreement Sample
- Attachment G – Notice to Bidders/Offerors
- Attachment H – Addenda Acknowledgement Form
- Attachment I – Bidder/Offeror Profile
- Attachment J – Bidder/Offeror Experience

- Attachment 1 – Hardware Manufacturer List
- Attachment 2 – Service Categories
- Attachment 3 – Service Use Cases



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 provide audio visual (AV) hardware, and services for installation, maintenance, and warranties.

B. ABBREVIATIONS AND DEFINITIONS

For the purpose of 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. Key Personnel – Offeror/Successful Offeror personnel or subcontractor personnel who are to be assigned to this contract if the Offeror receives award.
7. Local Time – Time in the Eastern Standard Time Zone.
8. 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.
9. Offeror – An entity that submits a proposal in response to this solicitation.
10. 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.
11. RFP – Request for Proposals
12. Successful Offeror – The awarded Offeror.
13. 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 AOCs Procurement webpage, e Maryland 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 AOCs Procurement webpage, and eMMA 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 each on the Addenda Acknowledgment Form (Attachment H). Offerors shall identify each responsive addendum by number and date, sign the form, and enclose it with the technical proposal. 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.

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. Any Software as a Service (SaaS), Infrastructure as a Service (IaaS), or Platform as a Service (PaaS) used to meet the requirements of this solicitation shall be AICPA Service Organization Control (SOC) 2 compliant, or equivalent (e.g., ISO 27001/2 Certification, Verified PCI DSS, FedRAMP).

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.

U. END OF CONTRACT TRANSITION

1. The Successful Offeror recognizes that the services under this Contract are vital to the AOC and must be continued without interruption and that, upon Contract expiration, a successor, either the AOC or another contractor, may continue them. The Successful Offeror shall:
 - a. Furnish phase-in training; and
 - b. Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
2. The Successful Offeror shall, upon written notice, (1) furnish phase-in, phase-out services for up to 90 days after the Contract expires and (2) coordinate in good faith a plan with the successor and Contract Manager to determine the nature and extent of phase-in, phase-out services required.
 - a. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contract Manager's approval.
 - b. The Successful Offeror shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the Contract are maintained at the required level of proficiency.

END OF SECTION I.



SECTION II. INSTRUCTIONS TO OFFERORS

A. CONTRACT TYPE

The Contract that results from this RFP shall be based on Indefinite Delivery, Indefinite Quantity (IDIQ).

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

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 a single award under this RFP.

D. PRE-PROPOSAL CONFERENCE

1. A Pre-proposal Conference and site visit (as applicable) will be held on the date, time, and location indicated on the Key Information Summary Sheet.
 - 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. In order 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 on the Key Information Summary Sheet, as well as complete and submit the Pre-bid/proposal Conference Response Form (Attachment D).
2. Attendance at the Pre-proposal Conference and site visit 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. It is highly recommended that all Offerors invite their intended subcontractors to the Pre-proposal Conference (and site visit) to ensure that all parties understand the requirements of the RFP, and the MBE and/or VSBE goal.
4. MBE & VSBE subcontractors are encouraged to attend the Pre-proposal Conference to solicit their services to potential Offerors.
5. 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, no later than the date indicated on the Key Information Summary Sheet.
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 AOC procurement website 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 at the Issuing Office not later than the date and time indicated on the Key Information Summary Sheet. Offerors shall allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Proposals received after the closing date and time listed in the Key Information Summary Sheet will not be considered.
2. Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the date and time set forth in the Key Information Summary Sheet for receipt of Proposals.
3. Unless specifically requested, proposals submitted electronically or by fax 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 Executive Summary of 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. In order 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.

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 also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to others.
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, on behalf of Judicial Information Systems (JIS), from prospective Offerors to provide audio visual (AV) hardware, and services for installation, maintenance, and warranties.

The AOC has an existing contract for AV hardware and services that is specific to a limited amount of installation types, and the on-going maintenance/warranty. The AOC intends to phase-out the existing contract as hardware is disposed, or the contract expires, whichever is sooner. The AOC intends to use the new Contract, as a result of this RFP, for the purchase of new hardware, and services for installation, maintenance (including maintenance for existing equipment as applicable), and warranties.

B. BACKGROUND INFORMATION

The video platforms previously installed and operational are primarily Polycom, HDX, and Group systems integrated with an RMX 200 bridge, and a Polycom RPRM, DMA, and DMA Edge. The systems have been installed in conference rooms, offices, and in courtrooms state-wide. The video conferencing environment traverses the Judiciary's Private IP (PIP) network. JIS provides capability to units external to our intranet via the DMA Edge, allowing said units to have from the internet.

We currently have Crestron systems located in twenty-nine (29) rooms inclusive of two (2) mobile carts. All but two (2) units are located at our MJC location. The Crestron systems are installed in training and conference rooms.

Each Courthouse has at least one (1) Extron system installed that allows the Court to display content and audio, as well as integrate with our Polycom on many different monitors in the Courtroom. The Successful Offeror will eventually take over the maintenance (e.g., support, updates, replacement parts) on the Extron systems. The AOC does not have copies of the code for these systems, and the Successful Offeror must be able to update or add new code to ensure the systems remain operational. During the life of this contract, the AOC anticipates replacing this system with a new solution. Currently, we have approximately four hundred (400) Courtrooms/Hearing rooms and fifty (50) conference rooms.

JIS may add additional sites with systems that are compatible with the existing platform to create a video service that interacts with all users over the same technological based over the same network that includes equipment, installation services, and maintenance.

C. OFFEROR MINIMUM & PREFERRED QUALIFICATIONS

1. Offeror shall have a minimum of five (5) years' experience providing AV hardware, and AV services for installation, maintenance, and warranties.
2. Offeror shall have a minimum of one (1) employee or more than one (1) employee that collectively hold all the following certifications (e.g., Employee A has their CTS & CTS-D, and Employee B has their CTS-I).
 - a. Certified Technology Specialist (CTS)
 - b. Certified Technology Specialist – Design (CTS-D)
 - c. Certified Technology Specialist – Installation (CTS-I)
3. The AOC prefers Offeror to have more than one (1) employee with the following certifications (e.g., four CTS certified employees, and five CTS-I certified employees):
 - a. Certified Technology Specialist (CTS)
 - b. Certified Technology Specialist – Design (CTS-D)
 - c. Certified Technology Specialist – Installation (CTS-I)
4. The AOC prefers Offeror to have manufacturer training and/or certifications (as available) for hardware identified in [Section III.E.2.a.\(1\)](#) and [Section III.E.2.a.\(2\)](#) of this RFP.



D. **HARDWARE & SERVICE CATEGORIES**

1. Hardware
 - a. Category 1 – Audio
 - (1) Microphones, speakers, amplifiers, sound systems, racks-multimedia, antennas, assisted listening devices, audio cassette players/recorders, CD players/recorders.
 - b. Category 2 – Presentation
 - (1) Multimedia control systems, easels, screens-projection, whiteboards-electronic & copy boards, marker boards, bulletin boards, carts-A/V & stands-av, stage/ event lighting, presentation & training aids, laser pointers, lecterns/ podiums, power point advancers & teaching stations.
 - c. Category 2a – Presentation Supplies/Accessories
 - (1) Webcams, Microphones & Video Cameras.
 - d. Category 3 – Projector/Data/Video
 - (1) Home theater, Blu-ray players/ recorders, DVD players & recorders, projectors, projector cases/bulbs, & document cameras.
 - e. Category 3a – Projector/Data/Video Supplies/Accessories
 - f. Category 4 – Monitors
 - (1) A/V, DVD, TV/DVD combo, LCD, plasma, symposium writing tablet, tv monitors and television.
 - g. Category 5 – Media Recording/Playback
 - (1) Tapes-audio & video, analog & digital, optical media, hard drive devices, SD/HD memory cards-CDs, and DVDs.
 - h. Category 5a – Media Recording/Playback Supplies/Accessories
 - i. Category 6 – Photography
 - (1) Camcorders, digital cameras, digital video cameras, camera support equipment, document camera, camera digital still, camera lenses, still digital cameras; tripods; monopods, and lighting.
 - j. Category 6a – Photography Supplies/Accessories
 - k. Category 7 – Video Conferencing
 - (1) Webcasting & Capturing Equipment, Audio Conferencing Equipment, conference room control and integration equipment.
 - l. Category 8 – Video Conferencing Supplies/Accessories
 - m. Category 9 – Cables
 - n. Category 10 – Locking/Security Devices
2. Service
 - a. System Composition/Design & Configuration
 - (1) Needs Assessment
 - (2) Equipment Lifecycle Upgrade Assessment
 - (3) Develop Prototypes and Demonstration Systems

- (4) Systems & Solutions Development
- b. Installation
 - (1) Cabling
 - (2) System Installation
 - (3) System & Equipment Testing
 - (4) Equipment Configuration
- c. Programming
 - (1) Control System Programming & Configuration
 - (2) Report & Query Creation from Control System Data
- d. Maintenance
 - (1) Repair & Maintenance
 - (2) Advanced Troubleshooting & Diagnostics for Hard-to-Diagnose Issues
 - (3) Preventative Maintenance, Cleaning, and Equipment Servicing
- e. Training & Support
 - (1) Training & Resource Development
 - (2) End-Use Support
 - (3) Product & System Training for Support Staff
 - (4) Emerging Technology & Product Analyses

E. SCOPE OF WORK

- 1. General
 - a. Offeror shall provide comprehensive services necessary for system design and layout, hardware supply, installation, programming, training, maintenance, product knowledge, warranty coordination, and support.
 - b. Offeror shall provide administrative capabilities, including order entry, hardware order tracking, service order tracking, billing, reporting, and warranty coordination.
 - (1) The AOC prefers a web-based system/portal for administrative capabilities.
 - (2) The AOC prefers a ticketing system for submitting and/or monitoring services issues.
- 2. Hardware
 - a. Offerors shall be an approved reseller of the hardware and associated offerings proposed on Attachment 1 – Hardware Manufacturer List.
 - (1) Offerors, at minimum, must be an approved reseller of hardware and associated offerings for the following manufacturers:
 - i Biamp Systems/Tesira
 - ii Crestron
 - iii Poly
 - iv Shure
 - (2) The AOC prefers the Offeror to be an approved reseller for the following manufacturers:
 - i Apple
 - ii Andriod
 - iii Aver
 - iv AVteq
 - v Chief
 - vi Cisco
 - vii CTA Digital



viii	Elmo
ix	Epson
x	Extron Electronics
xi	Inogeni
xii	Intelix
xiii	Jabber
xiv	Legrand
xv	Middle Atlantic
xvi	Netgear
xvii	NewTek
xviii	Ortronics
xix	Owlcam
xx	Panasonic
xxi	Peerless
xxii	Pinnacle
xxiii	Planar
xxiv	Samsung
xxv	Sharp
xxvi	Sony
xxvii	StarTech
xxviii	Steelcase/RoomWizards
xxix	Vaddio
xxx	ViewSonic
xxxi	WattStopper

(3) Offerors shall propose any other manufacturers for which they are authorized that are not included in the required or preferred manufacturers.

- b. The AOC reserves the right to purchase hardware, at the proposed discounted pricing, and perform self-installation.
- c. During the life of the contract, the Successful Offeror may become an approved reseller for additional manufacturer hardware and associated offerings. In the event the Successful Offerors expands their approved reseller list, they may submit to have the manufacturer(s) added to the Contract under the same provisions of [Section IV.C.2.e.\(2\).i.2.](#) of this RFP.
- d. During the life of the contract, an approved manufacturer for the Successful Offeror may adjust their discount structure, and thus, reduce and/or increase the available discount under the Contract. The Successful Offeror may provide documentation from the manufacturer to support adjusting the discount structure, and the AOC reserves the right to approve and deny any requests to the discount structure, which will not be unreasonably withheld.

3. Service

- a. Service Categories
 - (1) Attachment 2 – Service Categories provides example tasks and the desired experience/certifications for each service category.
- b. Labor Categories
 - (1) Non-Technical Labor – Any service that does not require a CTS, CTS-D and/or CTS-I.
 - (2) Technical Labor – Includes design, engineering and any service that requires CTS, CTS-D and/or CTS-I.
 - (3) Programming
 - (4) Training



c. Installation

- (1) Offerors shall conduct a site survey, as necessary, for the installation location.
 - i The Offeror shall coordinate with JIS to determine the best solution for video conferencing installations and make recommendations for additional equipment necessary for video conferencing integrations.
 - ii The Offeror shall provide a description of any proposed equipment/systems (e.g., mobile cart and/or wall mounted) including the features of the various components as well as how those components combine to create a fully functioning system. Offeror may also include cut sheets.

- (2) Not more than two (2) business days after the site survey, the Offeror shall submit an itemized quotation in accordance with the quotation requirements of this RFP.
 - i The maximum allowable mark-up for materials incidental to a project/service is 8%.
 - ii If low voltage permits are required to A/V installation in any county in Maryland, the Successful offeror shall be responsible for all costs associated with obtaining the permits, and for inspection processes with county government inspectors.
 - iii Proposed hardware shall be new, not used, and the latest version of the hardware.

- (3) Installation services shall include, but is not limited to, inside delivery of hardware, mounting, installation and wiring associated with bringing each system in operational mode in accordance with specifications approved during site survey or as specified for mobile systems.
 - i Offerors shall anticipate installation locations with and without loading docks.
 - ii Cabling/wiring plenum-grade and installed as follows:
 1. In existing wall spaces without damage to existing finished walls.
 2. Uniform manner with cable sag, and without crossing light fixtures, ducts, etc., where attaching to any existing structure.
 3. Cables ties every four (4) feet at minimum, and in the absence of the structure supporting attachment, J hooks of the appropriate size shall be used for installation.
 4. Cables shall be of sufficient grade and quality to ensure no signal degradation over the length required to connect to any equipment.
 5. In accordance with electrical code requirements.
 6. Surface mounted adhesive raceway shall not be used without prior approval of the Contract Manager, or designee.
 - iii Control Systems
 1. Offerors shall provide intellectual property release and a copy of the final editable source code, un-compiled code, and if applicable, any project files used for configuration.
 - a. Source code shall be in an electronic format and non-encrypted; any and all passwords must be provided to JIS.
 - b. Editable source code is intended to enable JIS to make additions, modifications, and changes to the control systems after warranty periods with the current A/V Contractor.
 - iv Offeror shall provide all product manuals, CD/DVD media, guides, installation instructions, remote controls, and other manufacturer provided materials to JIS.



- (4) Offerors shall not commence any work until receipt of a Purchase Order, or Notice-to-Proceed from the Department of Procurement, Contract and Grant Administration (DPCGA).
- d. Warranty/Maintenance
 - (1) In most cases, non-functioning equipment/systems shall be restored within one (1) business day after reporting an issue. However, unique cases may arise where functionality is paramount to continuing day-to-day business, and the AOC will require a response time of four (4) hours or less, as reasonable.
 - (2) If necessary, the Offeror shall be prepared to provide loaner hardware and reconfigure the control so limited functionality will still be available pending final repairs.
- e. Out-of-Warranty/Maintenance Service
 - (1) For out-of-warranty repairs or annual maintenance plans, the Offeror shall provide an itemized quote (as applicable) in accordance with the quotation requirements of this RFP, and provide service in the same manner outlined in this RFP, [Section III.E.3.](#)
- f. Subcontracting
 - (1) Subcontracting is not allowed during the life of this Contract unless approved by the Contract Manager, which approval shall not unreasonably be withheld.
- 4. Reporting
 - a. Offeror shall maintain a detailed master inventory list (i.e., excel spreadsheet) of any installed equipment, and provide to JIS upon request.
 - b. The inventory list shall include the following:
 - (1) Court type (e.g., District, Circuit, AOC, etc.)
 - (2) County
 - (3) Full address
 - (4) Room number
 - (5) Equipment installed
 - (6) Serial number
 - (7) Installation date
 - (8) Maintenance (Warranty) start date and end date

F. SCHEDULE & COORDINATION

- 1. The Contract Manager, or designee, will coordinate actual work hours. However, Offerors shall anticipate work to be completed during normal operating hours, Monday through Friday, 8:30AM to 4:30PM, Eastern Standard Time.
 - a. If approved and/or requested by the Contract Manager, work may be completed outside of normal operating hours (i.e., after hours), including holidays, weeknights, and weekends.
 - b. JIS does not anticipate requesting services to be completed on State of Maryland holidays, during general elections, and any other days when court facilities are closed. Offerors can view current holidays at <http://mdcourts.gov/administration/holidays.html>.
 - c. Offerors shall anticipate installations that require multiple visits to complete as access to rooms may be limited (e.g., two-hour work window each day) or withheld (e.g., no access for an extended period) by the applicable court location.
 - (1) In the event the Successful Offeror is scheduled to provide service, but is denied access to complete the service, the Successful Offeror may be reimbursed at contracted labor rates for the time spent preparing and/or traveling to provide service.

G. DELIVERY



1. Hardware shall be shipped F.O.B. destination with freight pre-paid and added to the invoice, as applicable.
 - a. Offerors shall provide hardware delivery and service state-wide.
 - b. Hardware shall be securely packed to prevent damage and contain operating instructions.
 - c. If hardware is being installed by the Successful Offeror, the hardware may be shipped to the Successful Offeror, and brought to the site of installation. The AOC will not remit payment for hardware until the AOC has taken possession of the hardware.
2. A packing slip shall accompany all hardware deliveries, and shall include the following:
 - a. Purchase Order No.
 - b. Hardware description
 - c. Quantities
 - d. Supplier/Manufacturer
 - e. Serial Numbers

H. WARRANTY/MAINTENANCE

1. Hardware shall include the manufacturer's warranty, or at minimum, a one (1) year warranty, whichever is longer.
 - a. Projectors shall include, at minimum, a thirty (36) month warranty, or the maximum allowed by the manufacturer, whichever is greater.
2. Service warranties/maintenance (including onsite and remote support) for design, installation, configuration, programming, and all other services under the resultant Contract shall be for a period of two (2) years after acceptance of a completed project and offered for additional one-year maintenance plans for service only, and service and parts.
3. Warranty replacements or repairs shall be made promptly, without cost, and to the satisfaction of the Contract Manager, including all hardware, materials, and labor.
 - a. The Successful Offeror shall assign one (1) or more than one (1) technicians to the Maryland Judicial Center, 187 Harry S. Truman Parkway, Annapolis, MD, 21401.
 - (1) The assigned technician(s) shall review the design and layout of the existing hardware and have a thorough understanding of how to use the hardware.
 - (2) The AOC will provide limited resources to assist with configuration and usage inquiries.
4. The Offeror shall activate manufacturer's warranties in AOC's name and shall commence on the date of system acceptance and act as the manufacturer's agent for all warranty claims. In the case of modified hardware, the manufacturer's warranty is typically voided. In such cases, the Offeror shall provide JIS with a warranty equivalent to that of the original manufacturer.

I. QUOTES & INVOICES

1. Offeror shall provide a written, not-to-exceed, quote with, at minimum, the following information:
 - a. Hardware
 - (1) Hardware description including manufacturer and part number, warranty length and quantities.
 - (2) Hardware MSRP.
 - (3) Discount off MSRP.
 - (4) Extended Price (MSRP minus discount).
 - (5) Incidentals Price (as applicable)
 - b. Service
 - (1) Labor category.
 - (2) Level-of-effort.
 - (3) Hourly rate.



- c. Service Warranty
 - (1) Total warranty price for the initial two (2) year warranty period, one (1) year maintenance plan for hardware within the manufacturer warranty, or one (1) year maintenance plan for hardware no longer under the manufacturer (as applicable)
- 2. Offeror shall not charge any fees for creating a quotation, or to conduct any site survey for the purpose of quotation creation.
- 3. Offeror shall provide a written invoice with, at minimum, the following information:
 - a. Hardware & Warranty
 - (1) Hardware description including manufacturer, part number, and serial number.
 - (2) Extended price in accordance with quotation.
 - b. Service
 - (1) Labor category.
 - (2) Number of hours.
 - (3) Hourly rate.

END OF SECTION III.



SECTION IV. PROPOSAL FORMAT

A. TWO-VOLUME SUBMISSION

Offerors must submit proposals in two separate volumes (envelopes/sealed packages):

1. Volume I - TECHNICAL PROPOSAL
2. Volume II - FINANCIAL PROPOSAL.

B. PROPOSAL PACKAGING & SUBMISSION

1. Offerors shall submit an unbound original, so identified, and three (3) copies of each volume.
2. Volume I - Technical Proposal and Volume II – Financial Proposal must be submitted as two (2) separate sealed packages but submitted simultaneously to the Procurement Officer.
 - a. Each sealed package shall be labeled Volume I – Technical Proposal, and Volume II – Financial Proposal, respectively.
 - b. Each sealed package must bear the RFP Title and number, name and address of the Offeror, and the closing date and time for receipt of the proposals on the outside of the sealed package.
3. An electronic version of both the Volume I- Technical Proposal and the Volume II- Financial Proposal must also be submitted in each respective sealed package.
 - a. Electronic versions of each volume shall be in MS Word, .PDF, or Excel format.
 - b. Electronic media (e.g., Flash Drive, CD, etc.) shall bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

C. VOLUME I – TECHNICAL PROPOSAL

1. General Format
 - a. Offerors must omit all pricing information from the Technical Proposal (Volume I), and only include pricing information in the Financial Proposal (Volume II).
 - b. 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.).
 - c. All pages of the Technical Proposal must be consecutively numbered from beginning (Page 1) to end (Page “X”).
2. Technical Proposal Contents
 - a. Transmittal Letter: The Technical Proposal shall be covered by a transmittal letter, prepared on the Offeror’s business stationary, and signed by an individual who is authorized to bind the Offeror to the services and requirements as stated in this RFP, including all addenda.
 - b. Title Page and Table of Contents: The Technical Proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the Technical Proposal shall follow the title page, organized by section, subsection, and page number.
 - c. 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, and placed after the Title Page, but before the Table of Contents. An explanation for each claim of confidentiality shall be included. The entire Technical Proposal cannot be given a blanket confidentiality designation.
 - d. Executive Summary:
 - (1) The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.”
 - (2) In accordance with Section II of this RFP, the executive summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments.

- i If an Offeror takes no exception to the AOCs terms and conditions, the executive summary shall so state. In the absence of a statement acknowledging no exceptions, the AOC shall determine that the Offeror has accepted the terms and conditions.
 - ii Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.
 - (3) 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.
- e. Offeror's Technical Response to RFP Requirements & Proposed Work Plan:
 - (1) 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.
 - i If the AOC is seeking the Offeror's agreement to a requirement(s), the Offeror shall state its agreement or disagreement.
 - ii 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.
 - (2) Hardware
 - i Offerors shall identify the manufacturers they are authorized to resell using Attachment 1 – Hardware Manufacturer List.
 - 1. Offerors shall only list the manufacturer and shall not separate each product in the current product line of the manufacturer. For example, Offerors would list Epson, and not Epson Bright Futures, Epson Brightlink, and Epson ProG Series. If the Offeror does not offer the entire product line for a manufacturer, please provide any exceptions.
 - 2. Offerors shall provide a Letter of Authorization (LOA) from the manufacturer confirming that the Offeror is an approved reseller of the hardware and associated offerings included on Attachment 1 – Hardware Manufacturer List. The AOC reserves the right to contact any manufacturer to confirm the Offeror is authorized to resell the proposed hardware. If the manufacturer is unable to confirm your authorization, the AOC will not consider the proposed manufacturer with your technical proposal. The LOA shall include the following:
 - a. Written on manufacturer letterhead.
 - b. Dated within one (1) year of the closing date of this RFP.
 - c. Names the Offeror as an authorized reseller for applicable products.
 - d. Signed by a representative for the manufacturer. The AOC will not accept typed signatures.
 - 3. Describe your approach to product support, and your ability to assist JIS with product selection, and warranty coordination.
 - (3) Service
 - i Offerors shall complete Attachment 3 – Service Use Cases identifying the level-of-effort required to complete the proposed projects using the labor categories outlined in this RFP.



1. Each use case corresponds to a site visit location for this RFP. Offerors shall complete the Attachment 3 based on the level-of-effort required to replicate the installation at each of the following site visit locations:
 - a. Use Case No. 1 – Courtroom.
 - b. Use Case No. 2 – Maryland Judicial Center – Conference Room.
 - c. Use Case No. 3 – Maryland Judicial Center – Training Room.
 2. The level-of-effort proposed will be used as a benchmark for projects completed by the Successful Offeror.
- (4) Offeror shall provide a definitive section-by-section description of the proposed plan to the meet the requirements of the RFP (i.e., Work Plan). The Work Plan shall include the specific methodology, techniques, and staffing plan (as applicable), to be used by the Offeror in providing the required goods and/or services in this RFP (Section III). The description shall include an outline of overall management concepts employed by the Offeror.
- f. 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:
- (1) Describe in detail how the proposed staff’s 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, including the service categories as outlined in Attachment 2 – Service Categories.
 - (2) Provide individual resume(s) for personnel, including 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.
 - i Offerors shall include the total number of Offeror personnel who possess a CTS, CTS-D, and/or CTS-I certification.
 - ii Offeror shall include a copy of the current CTS, CTS-D, and CTS-I certifications for all Offeror personnel.
 - iii Offeror shall include a copy of any certification/training completed by Offeror personnel for manufacturers submitted on Attachment 1 – Hardware Manufacturer List.
 - iv Describe how your personnel maintain proficiency in the industry for both hardware and service.
 - (3) Provide an organizational chart outlining personnel and their related duties. Offeror shall include job titles, and the percentage of time each individual will devote to their assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
- g. Offeror Experience and Capabilities: Offeror shall include information on prior experience with similar engagements (i.e., size and scope), and describe how its organization will meet the requirements of this RFP. In addition, the Offeror shall include the following:
- (1) Bidder/Offeror Profile (Attachment I) included with this RFP.
 - (2) 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. Complete the Bidder/Offeror Experience Form (Attachment J), duplicating as necessary.

h. Contact Information

- (1) Offerors shall provide the name, title, and contact information for individual(s) that will serve as the main point-of-contact for the following:
 - i Contract issues, and escalation. The individual shall have the authority to make executive-level decisions.
 - ii Hardware and service ordering and site surveys.
 - iii Administrative tasks (e.g., invoicing, payment, quote issues, etc.)
 - iv Reporting

i. Attachment H – Addenda Acknowledgement Form (as applicable)

j. Insurance:

- (1) 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.
- (2) The Successful Offeror will be required to provide a COI meeting the insurance requirements of this RFP.

k. Bid/Proposal Affidavit: Offeror shall submit a completed Bid/Proposal Affidavit (Attachment B) and enclose with the Technical Proposal.

D. VOLUME II – FINANCIAL PROPOSAL

1. Offeror's Financial Proposal must contain all price information in the format specified in the Bid/Price Proposal Form (Attachment E). Do not amend, alter, or leave blank any items on the Bid/Price Proposal Form (Attachment E), 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 awarded.
 - a. Offeror shall propose fully loaded hourly rates that include all direct and indirect costs and profit for the Offeror to perform. Indirect costs shall include all costs that would normally be considered general and administrative costs and/or travel costs (e.g., parking), or which in any way are allocated by the Offeror against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to the Contract.
 - b. Offeror shall provide a ceiling rate as a percent of the equipment price for the following:
 - (1) Initial two (2) year service warranty period;
 - (2) One (1) year service maintenance plan for hardware within the manufacturer warranty;
 - (3) One (1) year service maintenance plan for hardware no longer under the manufacturer warranty; and
 - (4) One (1) year service and parts maintenance plan for hardware no longer under the manufacturer warranty.
2. Offeror's Financial Proposal must contain all price information in the format specified in the Bid/Price Proposal Form – Hardware Manufacturer (Attachment E1). Do not amend or alter any items on the Bid/Price Proposal Form – Hardware Manufacturer (Attachment E1) 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 awarded.
 - a. The Attachment E1 shall not include discounts in a range (e.g., 5-15%). The proposed discount for each manufacturer shall be a single whole number (e.g., 40%).



- b. The order of the manufacturers for each category shall be the same between Attachment E1 and Attachment 1.
3. 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.

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 experience and references demonstrate their ability to provide the requested services outlined in Section III;
2. Extent to which the Offeror's personnel experience and qualifications demonstrate their ability to provide the requested services outlined in Section III;
3. Extent to which the Offeror's proposed hardware provides a wide selection of audio-visual equipment across required, preferred, and all other available manufacturers;
4. Extent to which the Offeror's proposed level-of-effort for use cases demonstrates an understanding of the requested services outlined in Section III; and,
5. Extent to which the Offeror's technical response and work plan meets the overall requirements of the RFP.

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

The criteria to be applied to each Financial 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 price proposal for hourly rates for service provides the most advantageous (lowest) price;
2. Extent to which the Offeror's price proposal for warranty rates provides the most advantageous (lowest) price; and,
3. Extent to which the Offeror's price proposal for hardware provides the most advantageous discounts considering required, preferred, and all other available manufacturers.

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: _____

Joseph M. Getty
Chief Judge, Court of Appeals 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, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing Contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business): **if none, so state:**

C. AFFIRMATION REGARDING OTHER CONVICTIONS

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

- (1) Been convicted under state or federal statute of:
 - a. A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or,
 - b. Fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 *et seq.*, or the Mail Fraud Act, 18 U.S.C. §1341 *et seq.*, for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §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 B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official, or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment): **if none, so state:**

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension): **if none, so state:**

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, *et seq.*, of the State Finance and Procurement Article of the Annotated Code of Maryland; and,
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification): **if none, so state:**



F. SUB-CONTRACT AFFIRMATION

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

G. AFFIRMATION REGARDING COLLUSION

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

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

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

H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____
 Address: _____

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

I. CONTINGENT FEES

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



J. ACKNOWLEDGEMENT

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

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct to the best of my knowledge, information, and belief.

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):



Solicitation number: _____

Project title: _____

Base Year 1				
Line	Service Labor Category	Quantity (Hours)	Hourly Rate (HR)	Total (Qty * HR)
1	Non-Technical Labor	1,000	\$	\$
2	Technical Labor	2,000	\$	\$
3	Programming	250	\$	\$
4	Training	100	\$	\$
5	After Hours - Non-Technical Labor	100	\$	\$
6	After Hours - Technical Labor	100	\$	\$
7	After Hours - Programming	50	\$	\$
8	After Hours - Training	1	\$	\$
9	Total (Lines 1-8)			\$

Base Year 2				
Line	Service Labor Category	Quantity (Hours)	Hourly Rate (HR)	Total (Qty * HR)
10	Non-Technical Labor	1,000	\$	\$
11	Technical Labor	2,000	\$	\$
12	Programming	250	\$	\$
13	Training	100	\$	\$
14	After Hours - Non-Technical Labor	100	\$	\$
15	After Hours - Technical Labor	100	\$	\$
16	After Hours - Programming	50	\$	\$
17	After Hours - Training	1	\$	\$
18	Total (Lines 10-17)			\$

Base Year 3				
Line	Service Labor Category	Quantity (Hours)	Hourly Rate (HR)	Total (Qty * HR)
19	Non-Technical Labor	1,000	\$	\$
20	Technical Labor	2,000	\$	\$
21	Programming	250	\$	\$
22	Training	100	\$	\$
23	After Hours - Non-Technical Labor	100	\$	\$
24	After Hours - Technical Labor	100	\$	\$
25	After Hours - Programming	50	\$	\$
26	After Hours - Training	1	\$	\$
27	Total (Lines 19-26)			\$

Base Year 4

Line	Service Labor Category	Quantity (Hours)	Hourly Rate (HR)	Total (Qty * HR)
28	Non-Technical Labor	1,000	\$	\$
29	Technical Labor	2,000	\$	\$
30	Programming	250	\$	\$
31	Training	100	\$	\$
32	After Hours - Non-Technical Labor	100	\$	\$
33	After Hours - Technical Labor	100	\$	\$
34	After Hours - Programming	50	\$	\$
35	After Hours - Training	1	\$	\$
36	Total (Lines 28-35)			\$

Base Year 5

Line	Service Labor Category	Quantity (Hours)	Hourly Rate (HR)	Total (Qty * HR)
37	Non-Technical Labor	1,000	\$	\$
38	Technical Labor	2,000	\$	\$
39	Programming	250	\$	\$
40	Training	100	\$	\$
41	After Hours - Non-Technical Labor	100	\$	\$
42	After Hours - Technical Labor	100	\$	\$
43	After Hours - Programming	50	\$	\$
44	After Hours - Training	1	\$	\$
45	Total (Lines 37-44)			\$

Option Year 1

Line	Service Labor Category	Quantity (Hours)	Hourly Rate (HR)	Total (Qty * HR)
46	Non-Technical Labor	1,000	\$	\$
47	Technical Labor	2,000	\$	\$
48	Programming	250	\$	\$
49	Training	100	\$	\$
50	After Hours - Non-Technical Labor	100	\$	\$
51	After Hours - Technical Labor	100	\$	\$
52	After Hours - Programming	50	\$	\$
53	After Hours - Training	1	\$	\$
54	Total (Lines 46-53)			\$

Option Year 2

Line	Service Labor Category	Quantity (Hours)	Hourly Rate (HR)	Total (Qty * HR)
55	Non-Technical Labor	1,000	\$	\$
56	Technical Labor	2,000	\$	\$
57	Programming	250	\$	\$



58	Training	100	\$	\$
59	After Hours - Non-Technical Labor	100	\$	\$
60	After Hours - Technical Labor	100	\$	\$
61	After Hours - Programming	50	\$	\$
62	After Hours - Training	1	\$	\$
63	Total (Lines 55-62)			\$

Option Year 3				
Line	Service Labor Category	Quantity (Hours)	Hourly Rate (HR)	Total (Qty * HR)
64	Non-Technical Labor	1,000	\$	\$
65	Technical Labor	2,000	\$	\$
66	Programming	250	\$	\$
67	Training	100	\$	\$
68	After Hours - Non-Technical Labor	100	\$	\$
69	After Hours - Technical Labor	100	\$	\$
70	After Hours - Programming	50	\$	\$
71	After Hours - Training	1	\$	\$
72	Total (Lines 64-71)			\$

Option Year 4				
Line	Service Labor Category	Quantity (Hours)	Hourly Rate (HR)	Total (Qty * HR)
73	Non-Technical Labor	1,000	\$	\$
74	Technical Labor	2,000	\$	\$
75	Programming	250	\$	\$
76	Training	100	\$	\$
77	After Hours - Non-Technical Labor	100	\$	\$
78	After Hours - Technical Labor	100	\$	\$
79	After Hours - Programming	50	\$	\$
80	After Hours - Training	1	\$	\$
81	Total (Lines 73-80)			\$

Option Year 5				
Line	Service Labor Category	Quantity (Hours)	Hourly Rate (HR)	Total (Qty * HR)
82	Non-Technical Labor	1,000	\$	\$
83	Technical Labor	2,000	\$	\$
84	Programming	250	\$	\$
85	Training	100	\$	\$
86	After Hours - Non-Technical Labor	100	\$	\$
87	After Hours - Technical Labor	100	\$	\$
88	After Hours - Programming	50	\$	\$
89	After Hours - Training	1	\$	\$



90	Total (Lines 82-89)	\$
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91	Total (Line 9 + 18 + 27 + 36 + 45 + 54 + 63 + 72 + 81 + 90)	\$
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Line	Description	% of Equipment Price
92	Initial Two (2) Year Warranty Period	%
93	One (1) Year Service Maintenance Plan for Hardware within the Manufacturer Warranty	%
94	One (1) Year Service Maintenance Plan for Hardware no longer under the Manufacturer Warranty	%
95	One (1) Year Service and Parts Maintenance Plan for Hardware no longer under the Manufacturer Warranty	%

Bidder/Offeror Name: _____

Bidder/Offeror Address: _____

Federal Tax Identification No.: _____

Telephone No.: _____

Email: _____

MBE: No Yes, Certification No.: _____

VSBE: No Yes, Certification No.: _____

Signature of Authorized Representative

Date

Print name of Authorized Representative

Title of Authorized Representative





**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





**Attachment G
Notice to Bidders/Offerors**

In order 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, Bidders/Offerors may provide comments and suggestions regarding solicitations. Please return your comments with your bid/proposal. If you have chosen not to bid/propose a solicitation, please e-mail this completed form to the attention of the Procurement Officer listed on the Key Information Summary Sheet for the Solicitation.

Solicitation number: _____

Project title: _____

Name of Bidder/Offeror: _____

Bidder/Offeror Contact Name: _____

Bidder/Offeror email: _____ **Bidder/Offeror phone:** _____

1. If you responded with a “no bid”, please indicate the reason(s). If you would like to provide additional information about your indicated reason(s), please use the remarks section below, and/or attach additional pages as necessary.

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (explain in remarks)
- The scope of work is beyond our present capacity.
- Doing business with the Maryland Judiciary is simply too complicated. (explain in remarks)
- We cannot be competitive. (explain in remarks)
- Time allotted for completion of the bid is insufficient.
- Start-up time is insufficient.
- Insurance requirements are restrictive. (explain in remarks)
- Bid requirements (other than specifications) are unreasonable or too risky. (explain in remarks)
- MBE and/or VSBE requirements. (explain in remarks)
- Prior AOC contract experience was unprofitable or otherwise unsatisfactory. (explain in remarks)
- Payment schedule too slow.
- Other: _____

2. If you have submitted a bid/proposal, but wish to offer suggestions or express concerns, please use the remarks section below, and/or attach additional pages as necessary.

3. Remarks:



Name of Bidder/Offeror: _____

Solicitation number: _____

Project title: _____

Due date: _____

Acknowledgment

I hereby acknowledge receipt of the following addenda which have been issued regarding the above referenced solicitation.

Addendum #1, issue date: _____

Addendum #2, issue date: _____

Addendum #3, issue date: _____

Addendum #4, issue date: _____

Addendum #5, issue date: _____

Addendum #6, issue date: _____

Addendum #7, issue date: _____

Addendum #8, issue date: _____

Addendum #9, issue date: _____

Addendum #10, issue date: _____

Addendum #11, issue date: _____

Addendum #12, issue date: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE



**Attachment I
Bidder/Offeror Profile**

Name of Bidder/Offeror: _____

Former and/or doing business as (DBA) Names: _____

Date of incorporation: _____ **State of incorporation:** _____

Type of organization (e.g., corp. partnership, joint venture): _____

Number of years in business: _____

Total number of employees: _____

Name of principal(s) & title(s):

Brief history of the Bidder/Offeror:

Type of work performed:



**Attachment J
Bidder/Offeror Experience**

Name of Bidder/Offeror: _____

Name of client organization: _____

Client point-of-contact (POC): _____

Client POC title: _____

Client POC phone: _____ **Client POC Email:** _____

Contract start/end date: _____

Description of goods and/or services provided/performed:

Similarities between client contract & this solicitation:



System Composition & Configuration		
Service	Example Tasks	Certification
Needs Assessment	Design, prepare, and/or conduct surveys, focus groups, or other instruments to identify future needs or current satisfaction with audiovisual technology; collect results and prepare reports and charts.	N/A
Equipment Lifecycle Upgrade Assessment	Assist customers with developing a planned, sustainable approach to technology renewal; review and assess the installed audiovisual equipment base and make recommendations for renewal or upgrade; identify gaps between current equipage and preferred levels; prepare reports, quotes, plans, and related documents.	CTS or CTS-D certification preferred
Develop Prototypes and Demonstration Systems	Select and integrate equipment and components; construct and install prototypes or demonstration systems for clients to try and evaluate.	CTS-D certification preferred
Systems and Solutions Development	Identify options and alternatives for audiovisual systems to be installed in courtrooms, conference rooms, and other locations typical of judicial environments; develop integration solutions that ensure system components work together smoothly and reliably; apply InfoComm or comparable standards acceptable to the client.	CTS-D certification Required

Installation		
Service	Example Tasks	Certification
Cabling	Assess cabling needs; provide, run, and terminate coax, twisted-pair, and fiber cables following applicable industry standards; core-drill and trough-lay cabling; install cabling in walls, ceilings, floors, indoor or outdoor; connect cables to equipment, wall plates, connection junction boxes, couplers, receivers, transmitters, or other termination points; test cabling runs for continuity,	CTS-I preferred.

Installation		
Service	Example Tasks	Certification
	signal strength, and interference; remediate and repair cabling problems; adhere to local, state, or federal code and regulations, plus any customer-specific cabling requirements.	
System Installation	Prepare and conduct audiovisual system installation or renewal work; follow client-specific standards, conventions, and procedures as well as industry best practices; adhere to local, state, or federal code and regulations as applicable to the installation work.	CTS-I certification required for at least one installer; for jobs that use more than one installer, the lead must be CTS-I certified.
System and Equipment Testing	Configure the audiovisual system to capture events, actions, and signals needed to produce ad hoc, pre-scheduled, or on-demand reports and queries. Examples include trends, source usage, exceptions, etc. from data supplied from audiovisual control systems processors.	CTS certification required
Equipment Configuration	Prepare or follow a defined testing plan; conduct various types of tests such as system acceptance, equipment function verification, and general system condition testing; ensure the system performs within applicable standards defined in statements of work or in other sources; verify projector alignment, color calibration, volume levels, clarity, and other parameters are within normal limits and meet client expectations; identify degree of compliance with regulations such as American with Disabilities Act (ADA).	CTS certification required

Programming		
Service	Example Tasks	Certification
Control System Programming, Configuration	Develop layouts and functional designs for control system interfaces (touch panels, button systems, etc.) interfaces based on contractor suggestions or from client specifications; using manufacturer-provided toolsets, write programs or configure system functions and features to specifications (ex. camera controls, environmental, lighting, etc.). Setup control system processors and devices for network-based monitoring and control using tools such as Crestron FusionRV. Backup of associated code and configuration items.	Certification and training may vary by manufacturer system (e.g., Crestron).



Programming		
Service	Example Tasks	Certification
Report and Query Creation from Control System Data		Certification and training may vary by manufacturer system (e.g., Crestron).

Maintenance		
Service	Example Tasks	Certification
Repairs and Maintenance	Provide on-site troubleshooting, repair, and maintenance services for audiovisual systems and components; put in place temporary solutions or place loaner equipment per customer agreements; replace failed components; check, repair, or replace cabling;	CTS-I required
Advanced Troubleshooting and Diagnostics for Hard- to-Diagnose Issues	Provide on-site and/or remote audiovisual system or component troubleshooting for problems that are above and beyond those commonly encountered such as intermittent, recurring, complex failures, malfunctions, or unacceptable performance; coordinate and communicate with manufacturers or industry experts; conduct research using forums, manufacturer knowledge bases, or other resources; identify root causes; log and examine data and recordings; use necessary equipment, software, and other tools; present solution paths and resolution options.	CTS-I certification required
Preventative Maintenance, Cleaning, Equipment Servicing	Develop or follow a preventative maintenance schedule for audiovisual system and components; check, clean, service, test, or replace parts or components at lifecycle or on condition; arrange and coordinate any work that falls within warranty terms and conditions; check connections, terminations, and performance; ensure system is adjusted to specifications; prepare reports of work completed per client requirements.	CTS certification preferred

Training & Support

Service	Example Tasks	Certification
Training and Resource Development	Develop, plan, and conduct end-user training sessions for audiovisual system users such as faculty and students; develop in-depth training for technical support staff; prepare training and reference resources in print or streaming video formats such as guides, quick tips, manuals, quick-reference cards, how-to instructions, etc.	N/A
End-User Support	Provide telephone, email, Web-based, and/or chat support for end users of audiovisual systems such as faculty and students; respond using client-developed support materials, solutions, FAQ answers, troubleshooting resources, and other materials; track client contacts from initial request through resolution; look up and cross-reference reported problems against known issues in particular venues; contact and engage other support channels, as necessary, for second and third-level support, particularly on-site ground support; provide reports and metrics to demonstrate call solution; administer post-contact satisfaction survey.	CTS-I certification preferred
Product and System Training for Support Staff	Provide in-depth training for the customer's technical and support staff on audiovisual products and systems; topic examples include installation techniques, troubleshooting, configuration, system maintenance, diagnostics, and testing procedures, etc.	CTS-I certification required
Emerging Technology and Product Analyses	Find new and emerging technology to be introduced into court rooms, conference facilities, and other customer venues; provide insight into trends and present research to show how the technology options can facilitate positive outcomes.	CTS-D certification preferred





Use Case No. 1 – Courtroom 2

Courtroom 2 is used for hearings and trials that may include hybrid or remote sessions where individuals will be shown in the Courtroom using a Polycom video call or Zoom call. Courtsmart is setup in the Courtroom to allow all audio to be recorded and on the record when needed.

- 5 microphones
- 2 overhead speakers that are visible.
- 1 TV
- Polycom codec & camera
- Courtsmart
- Speaker on Judge’s bench

Line	Service Labor Category	Quantity (Hours)
1	Non-Technical Labor	
2	Technical Labor	
3	Programming	
4	Training	
5	Total (Lines 1-4)	

Additional Comments/Clarifications:

Use Case No. 2 – Conference Room 127

Conference room 127 is used for meetings or remote sessions that allows employees to connect to different online meeting platforms to join or run an online meeting that includes content sharing, video, and audio. It also allows employees to share content to the TV using either the AirMedia unit or an HDMI cable located in the cable cubby on the table. This conference room also has the options to make a standard phone call if needed. The touch panel in the room can turn on and off the system, control the presentation selection options, pan/tilt the camera, control the shades and control the lighting.

- 4 Ceiling Speaker
- 1 Ceiling Microphone
- 1 TV mounted on the wall – with maintenance access
- 1 touch panel with stand
- 1 camera mounted on top of the TV
- 1 AirMedia unit
- 1 UC engine with Teams integration
- 4 window shades that are control using the touch panel



Line	Service Labor Category	Quantity (Hours)
6	Non-Technical Labor	
7	Technical Labor	
8	Programming	
9	Training	
10	Total (Lines 6-9)	

Additional Comments/Clarifications:

Use Case No. 3 – Training Room 129

Training Room 129 is used for trainings, meetings or remote sessions that allows employees to connect to different online meeting platforms to join or run an online session that includes content sharing, video, and audio. It also allows employees to share content to the projector screen using either the AirMedia unit or an HDMI cable located on the podium. This training room also has the options to make a standard phone call if needed. The touch panel in the room can turn on and off the system, control the presentation selection options, pan, tilt and switch between the cameras, control the shades and control the lighting.

- 4 ceiling speakers
- 4 drop ceiling microphones
- 1 projector
- 1 projector screen
- 1 podium
- 1 touch panel installed in the podium
- 2 cameras
- 1 podium microphone
- 2 lapel microphones
- 2 handheld microphones
- 1 AirMedia unit
- 1 UC engine with Teams integration
- 13 window shades



Line	Service Labor Category	Quantity (Hours)
11	Non-Technical Labor	
12	Technical Labor	
13	Programming	
14	Training	
15	Total (Lines 11-14)	

Additional Comments/Clarifications:

