



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

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**Mental Health Counselor**

**Project K17-0043-75**

**ISSUED December 29, 2016**

Sole point of contact for this solicitation is the Procurement Officer. Offerors are specifically directed NOT to contact any other Judiciary personnel or its contracted consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with any Judiciary personnel or the Judiciary's contracted consultants may be cause for rejection of the Offeror's proposal.

Minority Business Enterprises are encouraged to respond to this Request for Proposals

**Procurement, Contract & Grant Administration**  
<http://www.mdcourts.gov>

**THE JUDICIARY  
NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of Judiciary solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to propose on this Contract, please email this completed form to robin.smith@mdcourts.gov.

**Title: Mental Health Counselor**

**Project No: K17-0043-75**

1. If you have responded with a "no bid", please indicate the reason(s) below:

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

Other: \_\_\_\_\_

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse side or attach additional pages as needed.)

REMARKS:

\_\_\_\_\_

Offeror Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

**KEY INFORMATION SUMMARY SHEET**

**THE JUDICIARY**

**Request for Proposals**

**Mental Health Counselor**

**PROJECT # K17-0043-75**

**RFP Issue Date:** December 29, 2016

**Procurement Officer:** Robin Smith  
2003 C Commerce Park Drive  
Annapolis, MD 21401  
410-260-1421  
robin.smith @mdcourts.gov

**Proposals must be sent to:** Robin Smith  
Administrative Office of the Courts  
Department of Procurement, Contract & Grant Administration  
2003 C Commerce Park Drive  
Annapolis, MD 21401

**Pre-Proposal Conference:** Not applicable

**Closing Date and Time:** **January 10, 2017 by 2:00pm**

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

The Administrative Office of the Courts (AOC) issues this Request for Proposals (RFP) for a qualified Mental Health Counselor with at least 3 years' experience in Trauma Treatment, Acupuncture and Mental Health Counseling for adult defendants in Mental Health Court who are diagnosed with serious and persistent mental health disorders in the Howard County District Court DUI Program.

### 1.2 Abbreviations and Definitions

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

- a. Contract – The Contract attached to this RFP as Attachment A
- b. Contractor– The selected Offerors
- c. Local Time – Time in the Eastern Time Zone
- d. MBE – Minority Business Enterprise currently so certified by the Maryland State Department of Transportation.
- e. Offerors – An entity that submits a proposal in response to this RFP
- f. Procurement Officer – The Judiciary representative responsible for this RFP, for the determination of contract scope issues, and the only Judiciary representative who can authorize changes to the contract
- g. RFP – Request for Proposals for **K17-0043-75** dated **December 29, 2016**, including any and all amendments.
- h. Contract Manager– The Judiciary 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 Contractor.
- i. Judiciary business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days closed by order of the Chief Judge).

### 1.3 Contract Type

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

#### **1.4 Contract Duration**

The Contract resulting from this RFP shall begin **October 1, 2016**, and extend for a base period of three years. The Judiciary shall have the sole right to exercise up to two one-year renewal options at its discretion.

#### **1.5 Procurement Officer**

The sole point of contact in the Judiciary for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

**Robin Smith**  
**2003 C Commerce Park Drive**  
**Annapolis, MD 21401**  
**410.260.1583**  
**Robin.smith @mdcourts.gov**

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

#### **1.6 Contract Managers**

**Mary K. Smith and Brittany Shepard**

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

#### **1.7 Pre-Proposal Conference – Not applicable**

A Pre-Proposal Conference will not be held.

#### **1.8 Questions**

- 1.8.1 The Procurement Officer, shall accept written questions from prospective Offerors. Please submit all questions to the Procurement Officer by e-mail.
- 1.8.2 The Procurement Officer shall, based on the availability of time to research, communicate an answer. Answers to all substantive questions and are not clearly specific only to the requestor, will be posted on the Judiciary's Procurement web site and eMarylandMarketplace.

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

One original and 3 copies of each proposal (technical and financial) must be received by the Procurement Officer **2:00pm (local time) on January 10, 2017** in order to be considered. An electronic version of the Technical Proposal must be enclosed with the technical proposal. An electronic version of the Financial Proposal must be enclosed with the original Financial Proposal. All electronic version must be labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

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

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

#### **1.10 Duration of Offer**

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

#### **1.11 Revisions to the RFP**

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

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

#### **1.12 Cancellations**

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

#### **1.13 Oral Presentations/Discussions**

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

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

#### **1.14 Incurred Expenses**

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



### **1.15 Economy of Preparation**

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

### **1.16 Protests/Disputes**

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

### **1.17 Multiple or Alternate Proposals**

Neither multiple nor alternate proposals will be accepted.

### **1.18 Public Information Act Notice**

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Judiciary under the Public Information Act, Title 4, Subtitle 1, Part III of the General Provision Article of the Annotated Code of Maryland or Rules 16-901 through 16-912, the Court Access Rules.

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

### **1.19 Offeror Responsibilities**

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

### **1.20 Mandatory Contractual Terms**

By submitting an offer in response to this RFP, an Offerors, if selected for award, shall be deemed to have accepted the terms of the Contract, attached as Attachment A. Any exceptions to the terms and conditions of the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected and therefore determined to be not reasonably susceptible of being selected for award.

### **1.21 Proposal Affidavit**

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

### **1.22 Contract Affidavit**

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

### **1.23 Minority Business Enterprises**

An MBE Subcontractor participation goal of   0   % has been established for this solicitation.

### **1.24 Arrearages**

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

### **1.25 Procurement Method**

This Contract will be awarded in accordance with the competitive sealed proposals process.

### **1.26 Verification of Registration and Tax Payment**

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

### **1.27 Payments by Electronic Funds Transfer**

By submitting a response to this solicitation, the Offerors agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offerors shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

### **1.28 Non-Disclosure Agreement**

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offerors shall be required to complete a Non-Disclosure Agreement. A copy of this Agreement is included for informational purposes as Attachment F of this RFP. This Agreement must be provided within five business days of notification of proposed Contract award.

## SECTION 2 – STATEMENT OF WORK

### 2.1 Purpose

The (AOC) is seeking proposals from prospective Offerors to award one contract for a qualified Mental Health Counselor with at least 3 years' experience in treatment for adult defendants in Mental Health Court who are diagnosed with serious and persistent mental health disorders.

The Counselor must be located in Howard County, MD or within thirty 30miles of the Howard County District Court, Ellicott City, MD. Place of Performance will be Howard County District Court, Ellicott City, MD

### 2.2 Contractor Requirements Functional Area 1: Acupuncture Services

#### 2.2.1 Goals of the Treatment

The Offeror must:

- Demonstrate the ability to provide or facilitate access to specialized services for Alcohol Addiction Medicinal Medication Assistance, Co-Occurring Disorder treatment (this is not substance abuse counseling).
- Work collaborately with DUI Court Case Manager to improve participant outcomes and opportunities.

#### 2.2.2 Service 1 – Acupuncture – background

Acupuncture is an Eastern Medicine treatment procedure used for various physiological, physical and overall health problems. Today, Traditional Chinese Medicine (TCM) or Western Medical Acupuncture has been found to have positive impact in reducing various symptoms of withdrawal from substance use/abuse. Those reductions have been seen in cravings, body aches, headaches, nausea, sweating and muscle cramps.

#### Acupuncture – general

The DUI Court is dedicated to changing the behavior of the hardcore offenders arrested for Driving Under the Influence of Alcohol (DUI). The DUI Court model uses intensive supervision and supervised treatments to address the root of cause of driving under the influence of alcohol. The DUI Court program is seeking a treatment alternative in the form of acupuncture in an outpatient setting.

#### 2.2.3 Qualifications

- Offeror shall provide a copy of Maryland Board of Acupuncture License valid during the time of the contract/award of October 1, 2016 through September 30, 2017. Any changes in the status of the license or relinquishment of said license must be reported in writing to the Problem Solving Court (PSC) Coordinator immediately.
- Contractor shall maintain credentials by the Department of Health and Mental Hygiene (DHMH).
- Offeror must be a member in good standing of the Maryland Board of Acupuncture (MBA) at the time of application.

## 2.2.4 Contractor Responsibilities

- Provide a copy of Maryland Board of Acupuncture License valid during the time of the contract/award of October 1, 2016 through September 30, 2017. Any change in the status of the license or relinquishment of said license must be reported in writing to the Problem-Solving Court (PSC) Coordinator immediately.<sup>1</sup>
  - Maintain credentials by the Department of Health and Mental Hygiene (DHMH) Maryland Board of Acupuncture (MBA) and a member in good standing at the time of application.
  - Provide the PSC the schedule of hours the services will be available. Maintain a schedule of services of at least three days a week.
  - Use the awarded funds to supplement the services provided to the DUI Program participants. These funds are not intended to provide 100% reimbursement for each service. The participants shall be responsible for their co-pays for the services (different insurances will have different co-pay amount; the clients will always be responsible for no less than approximately 25% of their individual services; based on a sliding scale).
  - Provide a treatment plan outline, record of schedule appointments and attendance, and discharge plan to the Case Manager for each participant who utilizes the service as required and requested for the purposes of court.
- 
- Provide the Problem-Solving Court (PSC) Coordinator the schedule of hours the service will be available. Maintain a schedule of services of at least three days a week.
  - Provide a treatment plan outline, record of scheduled appointments and attendance, and discharge plan to the Case Manager/ DUI Court for each participant who utilizes the service as required and requested for the purposes of court.
  - When the participant is referred to the contractor from the Case Manager/DUI Court the contractor shall work with DUI Court participant, providing outpatient acupuncture treatment services.
  - Each case is unique may require a full assessment session to determine the needling technique to use. The acupuncturist shall evaluate the onset of the participant's condition and ascertain the diagnosis and to determine if acupuncture can help the participant and which method to use.
  - Based on the need provide either body acupuncture or specific point acupuncture, two or more different traditional acupuncture point combinations.
  - Determine the frequency of the participants return sessions, initially two to three times per week, but may reduce in frequency.
  - Determine the length of the participants sessions, recognizing that generally the session will last anywhere from a few minutes to an hour.
  - To perform acupuncture services by:
    - Use of puncturing: needles that are thin enough that relatively little acute pain results from their insertion. Generally using only a few needles in a typical treatment.
    - Use of manipulation: after the needles are in place, the acupuncturist may lightly twirl them or apply heat.
    - Removal procedure: after the prescribed time, the needles are generally quickly and painlessly removed.

- Provide preventative medicine acupuncture, which requires acupuncture therapy sessions of only 2-4 times a year for a “tune up” or “balancing” treatment to prevent further disease and promote health.
- Appear for Staffing and Status Conferences (Court) as requested.
- Attend meetings, trainings or professional development (average twice quarterly) with the DUI Court Program
- And the Problem-Solving Court (PSC) as requested. The schedule for meeting and training sessions may vary, the frequency provided is approximate.
- Complete data entry into SMART (State of Maryland Automated Record Tracking) system. Directions and training provided by the Office of Problem Solving Court/Institute of Government Service and Research (OPSC/IGSR) at no cost to the awarded agency.
- Maintain fiscal records to include timesheets of licensed staff, payment schedule and verification of participant attendance.
- Provide timely, factual, accurate, relevant court reports for each participant on a monthly basis or as directed by the court.
- Provide cited records to PSC Coordinator on a quarterly basis. Schedule to be identified by the Coordinator.

## **2.3 Contractor Requirements Functional Area 2: Trauma Services**

### **2.3.1 Trauma Informed Services -background**

Participants who are involved in substance abuse service in the criminal justice system are often found in need of services that will address trauma and co-occurring issues. Untreated trauma has the ability to increase the likelihood of emotional disorders, self-medication, increased stress, triggers and reduce periods of abstinence and recovery.

Trauma Informed Services – general

The DUI Court is dedicated to changing the behavior of the hardcore offenders arrested for Driving Under the Influence of Alcohol (DUI). The successful DUI Court model uses intensive supervision and supervised treatments to address the root cause of driving under the influence of alcohol. One of the successful treatment alternatives is trauma informed services in an outpatient setting. Typically, trauma treatment involves three phases: Safety and stabilization; Trauma processing and Self-exploration, and growth. The contractor selected must have the ability to successfully address these treatment phases. The DUI Court program is seeking a treatment alternative in the form of trauma-informed services in an outpatient setting.

### **2.3.2 Contractor Qualifications**

- Credentialed by the Department of Health and Mental Hygiene (DHMH), Licensed Clinical Social Worker.
- Provide a copy of License valid during the time of the contract/award of October 1, 2016 through September 30, 2017. Any change in the status of the license or relinquishment of said license must be reported in writing to the Problem-Solving Court (PSC) Coordinator immediately.

### 2.3.3 Contractor Requirements

- Provide daily hours of operations which meet the needs of the participants, the individual sessions and group session. Provide the Problem Solving Court (PSC) Coordinator the schedule of hours the services will be available.
- Provide a treatment plan outline, diagnosis, prognosis, recommendations, record of scheduled appointments and attendance, assessment summary's and discharge plan to the Case Manager for each participant who utilizes the service as required and requested for the purposes of court.
- When the participant is referred to the contractor from the Case Manager/DUI Court the contractor shall work with DUI Court participant, providing outpatient trauma informed treatment services.
- The Contractor will screen and assess the participant and provide a treatment plan to the Case Manager/DUI Court.
- Provide Trauma-specific interventions services to target alcohol addiction, which include medical, physiological, psychological, and psychosocial therapies provided by a trained professional that aid in the recovery from adverse trauma exposures.
- Provides Individual Psychotherapy and professional consultation to evaluate the onset of the participant's condition, ascertain the diagnosis, and to determine if Trauma Informed Services are viable and the best method to use to assist in the participant's recovery.
- Be familiar with and able to use the Substance Abuse and Mental Health Services Administration's Six Key Principles of a Trauma-Informed Approach: Safety; Trustworthiness and Transparency; Peer support; Collaboration and mutuality; Empowerment, voice and choice; and Cultural, Historical, and Gender Issues, providing session to the participant which can range from three (3) to ten (10) sessions totaling no more than approximately twenty-four (24) hours; based on a written request the DUI Court Coordinator can approve hours exceeding twenty-four hours.
- Appear for Staffing and Status Conferences (Court) as requested.
- Attend meetings, trainings or professional development (average twice quarterly) with the DUI Court Program and the Problem-Solving Court as requested. The schedule for the meeting and training sessions may vary, the frequency provided is approximate.
- Complete data entry into SMART. State of Maryland Automated Record Tracking system. Directions and Training provided by OPSC/IGSR at no cost to the awarded agency.
- Maintain fiscal records to include timesheets of license staff, payments schedule and verification of participant attendance.
- Provide cited records to PSC Coordinator on a quarterly basis. Schedule to be identified by the PSC Coordinator.
- Provide timely, factual, accurate, relevant court reports for each participant on a monthly basis or as directed by the court.

### **2.4.1 Service 3 – Mental Health Counseling – background**

Participants who are involved in substance abuse service in the criminal justice system are often found in need of services that will address co-occurring disorders. Untreated mental health issues has the ability to increase the symptoms of emotional and behavioral disorders, self-medication, increased stress, triggers and reduce periods of abstinence and recovery and make it impossible to successfully comply with the ancillary services and court conditions of supervision.

### **2.4.2 Mental Health Counseling – general**

The DUI Court is dedicated to changing the behavior of the hardcore offenders arrested for Driving Under the Influence of Alcohol (DUI). The successful DUI Court model uses intensive supervision and supervised treatments to address the root cause of driving under the influence of alcohol. One of the successful treatment alternatives is mental health counseling services in an outpatient setting. The DUI Court program is seeking a treatment alternative in the form of mental health counseling in an outpatient setting.

### **2.4.3 Contractor Qualifications**

- Credentialed by the Department of Health and Mental Hygiene (DHMH), Licensed Clinical Social Worker.
- Provide a copy of License valid during the time of the contract/award of October 1, 2016 through September 30, 2017. Any change in the status of the license or relinquishment of said license must be reported in writing to the Problem-Solving Court (PSC) Coordinator immediately.

### **2.4.4 Contractor Responsibilities**

- Provide a treatment plan outline, diagnosis, prognosis, recommendations, record of scheduled appointments and attendance, assessment summary's and discharge plan to the Case Manager for each participant who utilizes the service as required and requested for the purposes of court.
- Provide daily hours of operations which the needs of the participants, individual sessions and group sessions.
- When the participant is referred to the contractor from the Case Manager/DUI Court the contractor shall work with DUI Court participant, providing outpatient mental health counseling treatment services.
- Provide a full screening and assessment of the referred participant with a consultation to determine the participant's specific needs to address the disorder.
- Make an assessment of whether group or individualized sessions are needed, depending on the participant's need.
- Treatment may range from intensive to least intensive. The average intensive weekly treatment sessions may be approximately nine (9) hours of weekly attendance in increments of 1 to 3 hours per session including once or twice weekly individual group or family counseling as well as other groups as assigned. The average least intensive weekly treatment

sessions may be less than nine (9) hours per week including once or twice weekly individual, group, or family counseling as well as other services groups as assigned.

- Individual sessions: Provide on average thirty (30) to fifty (50) minute individual counseling sessions at least weekly during the initial treatment phase.
- Appear for Staffing and Status Conferences (Court) as requested.
- Attend meetings, trainings or professional development (average twice quarterly) with the DUI Court Program and the Problem-Solving Court as requested. The schedule for meeting and training sessions may vary, the frequency provided is approximate.
- Complete data entry into SMART. State of Maryland Automated Record Tracking system. Directions and Training provided by OPSC/IGSR at no cost to awarded agency.
- Maintain fiscal records to include timesheets of licensed staff, payments schedule and verification of participant attendance. Provide cited records to PSC Coordinator on a quarterly basis. Schedule to be identified by the Coordinator.
- Provide timely, factual, accurate, relevant court reports for each participant on a monthly basis or as directed by the court.

## **2.5 Contractor Project Reporting and Reimbursement Claims**

**Note:** The DUI Court shall use the awarded funds to supplement the services provided to the DUI Program participants.

### **2.5.1 Projected Reporting and Reimbursement Claims**

- Funds will be distributed on a reimbursement basis upon submission of a Request for Payment (invoice), along with supporting documentation (progress report, financial report, time and attendance reports, activity log, etc.) based on the activity. Requests for payment shall be made monthly and are due to the DUI Court by the tenth of each month for the previous month, unless approval is obtained by the DUI Drug Court Coordinator. The Invoice due date for the end of the grant period is designated below.
- Continued grant fund disbursement shall be dependent on availability of funding, and the DUI Court's satisfactory progress toward deliverables. The MHSO reserves the right to withhold funding, or change funding amounts based on availability of funds, or non-performance of the contractor.
- This grant does not permit indirect costs as an allowable cost category.
- Accounts must be reconciled before grant can be closed out.
- All supporting documentation must be satisfactorily submitted to DUI Court within 9 days after the end of the grant period (end: September 30, 2017; submitted by October 9, 2017); approval of the final request for payment will serve as confirmation that the project has been successfully completed; receipt of payment by recipient confirms close out has been completed.
- All grants include a maximum amount eligible for reimbursement (reimbursement limitation). Reimbursement costs are the actual costs not to exceed the originally estimated



costs. At no time can salary and benefits be moved from one person to another without an approved project modification from the MHSO.

- The DUI Court will withhold or disallow grant payments, reduce or terminate grant funds, and/or deny future grant funding anytime a contractor fails to comply with any applicable terms or condition of this grant.
- Claims received after the cutoff date may not be reimbursed. Contractors are responsible for informing their accounting office of the reimbursement claim submission deadlines.
- Expendures incurred prior to the grant execution date, or for costs not outlined in the approval grant will be denied for reimbursement.

## **2.5.2 Special Conditions for FFY2017 Howard County DUI Court Program**

In addition to the conditions specified in the Maryland Judiciary, Administrative Office of the Courts, General Grant Conditions, the following conditions apply:

- The Maryland Judiciary, District Court of Howard County DUI Court administers grant funds appropriated by the Maryland Department of Transportation (MDOT), Maryland Highway Safety Office (MHSO) on behalf of the National Highway Traffic Safety Administration (NHTSA) Catalog of Federal Domestic Assistance (CFDA) # 20.616 (MHSO terms and conditions apply). All applicable federal regulations apply.
- Funding Cycle for FY2017 is October 1, 2016 through September 30, 2017 based on the grant award from MDOT/MHSO Project #GN-MD Judic-2017-003.
- Award amount for the project is based on funding for MDOT/MHSO Project #GN-MD Judic-2017-003.
- There is no match requirement.

## **2.6 Location of Services**

### **Geographical Location of Contractor**

- The Contractor must be located in Howard County, Maryland or within thirty (30) miles of the Howard County District Court, Ellicott City, Maryland.

## **2.10 Contractor Security Requirements**

### **2.10.1 Compliance with Judiciary Policies**

The Contractor, and all contractor and subcontractor personnel assigned to the Contract (contractor personnel), shall comply with all applicable Judiciary policies and procedures, as provided by the Judiciary Contract Manager (JCM), for the duration of the contract. This includes, but is not limited to, the JIS Information Security Policy which is available

online at: <http://courtnet/jis/pdfs/jis-securitypolicystandards.pdf> The Judiciary reserves the right to monitor all applicable computer and electronic equipment usage for compliance with its policies.

### 2.10.2 Access and Background Checks

Site visits to any Judiciary location by contractor personnel must be coordinated by Judiciary staff with the designated site personnel in advance of any visit.

Any contractor personnel working at Judiciary locations, or on Judiciary systems or projects, or who have access to Judiciary or State criminal data or systems, must be approved in writing by the Procurement Officer prior to beginning work.

All contractor personnel working at Judiciary locations, or on Judiciary systems or projects, or who have access to Judiciary or State criminal data or systems, must have a Judiciary approved criminal background check prior to beginning work with the Judiciary, and may be subject to rejection as a result of the background check.

All contractor personnel assigned to work at Judiciary locations shall be required to obtain a Judiciary security identification badge prior to beginning work, and annually thereafter. The contractor is responsible for any fees that may be incurred for initial issuance of the badge and for any replacement.

The badge shall be displayed at all times while on Judiciary premises. To verify identity, the contractor personnel shall be prepared to provide photo identification upon request by a Judiciary official.

The contractor personnel are required to immediately notify the JCM, or the Administrative Official of the respective department or office, or the AOC Contracting Officer's Technical Representative (COTR), if their badge is lost or stolen.

### 2.10.3

The contractor personnel must notify the JCM, or the Administrative Official of the respective department or office, or the COTR, within one (1) business day if any personnel have been arrested, indicted, served with a criminal summons, named in a peace or protective order, or named as a defendant in any civil case. The contractor personnel are also required to provide regular updated information regarding the status of any of these actions.

The JCM, in conjunction with the Deputy Director of Security Administration, may impose restrictive conditions in response to prior criminal convictions, pending criminal charges, or a violation of Judiciary procedures, including removal from the contract, and/or restricted access to Judiciary locations or systems.

In the event of a security incident or suspected security incident, the contractor personnel shall immediately notify the Judiciary personnel as follows:

Judiciary Information Technology Systems security incident- JIS Chief Information Security Officer (CISO).

The contractor personnel shall cooperate fully in all security incident investigations.

#### 2.10.4 Access to Judiciary Information Technology Systems, if applicable

The contractor personnel shall complete all required paperwork as directed for security access to the Judiciary systems.

The system access rights of contractor personnel must be updated no later than twenty-four (24) hours after notification of the change in status; therefore, the Contractor shall immediately notify the JCM and the JIS CISO of any termination of contractor personnel and immediately confiscate the Judiciary badge and return it to the JCM.

Select contractor personnel may be approved and given secured remote access privileges by the Assistant Administrator, JIS, into the Judiciary systems to the extent needed for the remote access privileges that are granted. To ensure compliance with the JIS Information Security Policy, the configuration of remote access into AOC systems will be accomplished by JIS staff. The JIS staff will monitor all remote access activities.

The approved contractor personnel may be given the capability to remotely monitor all hardware and software for error/failure notifications, as appropriate. The Assistant Administrator, JIS, must give prior written approval for the software used, and for the method of the secured technical environment, prior to this capability being activated.

In the event that any approved contractor personnel no longer require access to the Judiciary systems, the Contractor must promptly notify the Assistant Administrator, JIS and the AOC Contracting Officer's Technical Representative (COTR). The contractor will be responsible for ensuring the list of authorized contractor personnel is maintained and accurate at all times.

## **2.11 Insurance**

2.11.1 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be delivered to the AOC Office of Procurement before the actual implementation of the Agreement.

2.11.2 All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate and positive notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Contractor, at least 60 days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.

2.11.3 The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. 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.

No acceptance and/or approval of any insurance by AOC, or the Manager of Procurement, shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract.

A. The Contractor shall maintain Worker's Compensation insurance as required by the laws of the State of Maryland and including Employer's Liability coverage with a minimum limit of \$500,000-each accident; \$500,000 disease-each employee; and \$500,000 disease-policy limit.

B. Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal or bodily injuries and \$1,000,000 per occurrence and aggregate for property damage. A combined single limit per occurrence of \$2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by or for the Administrative Office of the Courts within the scope of this Contract. Such insurance shall include but shall not be limited to, the following:

C. Comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations, b) completed operations, c) independent Contractors, d) liability assumed by oral or written contract or agreement, including this contract, e) additional interests of employees, f) notice of occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) incidental (contingent) medical malpractice, j) extended definition of bodily injury, k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, l) broad form coverage for damage to property of the Administrative Office of the Courts, as well as other third parties resulting from completion of the Contractor's services.

D. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.

E. Comprehensive Automobile Liability:

Limit of Liability - \$1,000,000 Bodily Injury  
\$1,000,000 Property Damage

In addition to owned automobiles, the coverage shall include hired automobiles and non-owned automobiles with the same limits of liability.

2.11.4 The insurance required under sub-paragraphs (A),(B), (C) and (D) above shall provide adequate protection for the Contractor against claims which may arise from the Contract, whether such claims arise from operations performed by the Contractor or by anyone

directly or indirectly employed by him, and also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to others.

- 2.11.5 If any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them, to procure and maintain the same coverages in the same amounts specified above.

## SECTION 3 – PROPOSAL FORMAT

### 3.1 Two Part Submission

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

### 3.2 Proposals

- 3.2.1 Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP).
- 3.2.2 Submit **(1) one** unbound original, so identified, and **(3) three** copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal and the Volume II- Financial Proposal must also be submitted originals technical or financial volumes, as appropriate.
- 3.2.3 Electronic media shall bear a label with the RFP title and number, name of the Offerors, and the volume number (I or II).

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

### 3.3 Submission

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

### 3.4 Volume I – Technical Proposal

- 3.4.1 Transmittal Letter: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offerors to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 3.4.2 Format of Technical Proposal: Inside the sealed package described in Section 3.3, above, an unbound original, to be so labeled, three copies and one electronic version shall be enclosed. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offerors technical proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall allow Judiciary officials and the Evaluation Committee to "map" Offerors responses directly to RFP requirements by

paragraph number. The technical proposal shall include the following sections in the stated order:

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

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

3.4.5 Offerors Technical Response to RFP Requirements:

3.4.5.1 General

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

3.4.5.2 Offerors Experience and Capabilities: Offerors shall include information on past experience with similar engagements. Offerors shall describe their experience and capabilities through a response to the following:

- An overview of the Offerors experience providing the services.

3.4.5.3 References. Provide **three (3)** current customer references where the customer is similar in size to this project. Provide the following information for each client reference:

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

3.4.5.4 Financial Capability and Insurance: The Offerors shall include the following, for itself, and, as applicable, for any parent corporate, subsidiary or preference under RFP Section 1.19:

- Evidence that the Offeror has the financial capacity to provide the goods and/or services, as described in its proposal, via profit and loss statements and balance sheets for the last two years.
- A copy of the Offerors current applicable certificate of insurance (property, casualty and liability), which, at a minimum, shall contain the following:
  - Carrier (name and address)
  - Type of insurance
  - Amount of coverage
  - Period covered by insurance
  - Exclusions

3.4.5.5 Subcontractors: Offerors must identify non-MBE subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract.

3.4.5.6 Required Affidavits, Schedules and Documents to be submitted by Offerors in the Technical Proposal:

- All certifications required in Section 2
- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal)
- Copy of insurance to AOC. By submitting a proposal in response to this solicitation, the offerors warrants that it is able to provide evidence of insurance required by RFP Section 2.

<b>3.5 Volume II - Financial Proposal</b>
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3.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offerors must submit an original unbound copy, three copies and one electronic copy of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment E. Information which is claimed to be confidential is to be clearly identified in the Offerors Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal.

The Contractor will not be reimbursed for any travel expenses including but not limited to transportation, meals, hotel accommodations except as approved in advance by the AOC CM.



## **SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE**

### **4.1 Evaluation Criteria**

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

### **4.2 Technical Criteria**

- 4.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:
- Offerors experience and capabilities, including references
  - Technical response to requirements of RFP Section 2

### **4.3 Financial Criteria**

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

### **4.4 Selection Process and Procedures**

#### 4.4.1 General Selection Process:

4.4.1.2 The Contract shall be awarded in accordance with the competitive sealed proposals process under the Judiciary’s Procurement Policy. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

4.4.1.3 Accordingly, the Judiciary may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the Judiciary also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the Judiciary may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

#### 4.4.2 Selection Process Sequence:

4.4.2.1 The first level of review shall be an evaluation for technical merit by the selection committee. During this review, oral presentations and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the Judiciary’s requirements and the Offerors ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the Judiciary.

- 4.4.2.2 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offerors proposal.
- 4.4.2.3 The financial proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- 4.4.2.4 When in the best interest of the Judiciary, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- 4.4.2.5 Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer shall recommend award of the Contract to the responsible Offerors whose proposal is determined to be the most advantageous to the Judiciary considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offerors determination, technical shall be given greater weight than price factors.

## ATTACHMENTS

Attachment A	Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Pre-Proposal Conference Form
Attachment E	Price Proposal Form
Attachment F	Non-Disclosure Agreement
Attachment G	Maryland Department of General Services Authorization of Release of information
Attachment H	Maryland Department of General Services Police Contractors Security clearance form

**Contract number: K17-0043-75**

**MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS  
Mental Health Counselor**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the Administrative Office of the Courts (the “AOC”) in the **(Contractors Name and 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 a **qualified Mental Health Counselor with at least 3 years’ experience in treatment for adult defendants in Mental Health Court who are diagnosed with serious and persistent mental health disorders.** (hereinafter “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 Proposal dated **December 29, 2016** and all amendments and exhibits thereto (collectively referred to as the “RFP”)

Exhibit C: Contractor’s Proposal dated **(Enter Contractors Proposal Date)** (collectively referred to as “the Proposal”)

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 The Procurement Officer may, at any time by written order make changes in the work within the general scope of the Contract. 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.

1.4 Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty days (30) 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**

The Contract resulting from this RFP shall begin on **October 1, 2016**, and shall remain in force unless the Contract is terminated earlier as provided herein, the term of the Contract is the period of **(3)** 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 two **(2)**, one **(1)** year renewal options as its discretion.

## **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 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 **\$XXXXXXXX** (the "NTE Amount").
- 3.2 **All invoices shall be submitted within 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 shall be made no later than thirty 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. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. 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, from time to time, may be necessary to remain so qualified;
- 4.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 4.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- 4.4 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.

#### **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 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 litigation expenses reasonably incurred by the State to defend against such a claim or suit.
- 5.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, at its option and expense: a) procure for the AOC the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.
- 5.4 If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, code, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the AOC, its Officers, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by any Contract awarded.

## **6. Non-hiring of Employees**

No employee of the State of Maryland or any unit hereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor.

## **7. Non-employment of Contractor's employees**

Nothing in this contract shall be construed to create an employment relationship between AOC and any employee of either the Contractor or Contractor's subcontractors. Contractor is responsible for the acts and omissions of its agents, employees, and 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 Appeals Board within 15 days of the Procurement Officer's decision.

## **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 State Government Article § 12-204. No action relating to this contract shall be brought in any forum other than Maryland, whether or not the AOC and State are parties to such an action.

## **10. Amendments**

Except as provided in section 2, any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law and the Judiciary's Procurement Policy.

## **11. Non-discrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against any person because of race, color, religion, age, sex, marital status, national origin, physical or mental disability, familial status, genetic information, gender identity or expression, sexual orientation, or any other characteristic protected by State or federal law; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **12. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a

bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

### **13. Non-availability of Funding**

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

### **14. 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.

### **15. 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.

### **16. 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.



### **17. Suspension of Work**

The AOC unilaterally may order 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.

### **18. Pre-existing Regulations**

The applicable statutes and regulations of the State of Maryland, including those of the Judiciary, are incorporated in this Contract.

### **19. Financial Disclosure**

The Contractor shall comply with the provisions of § 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland.

### **20. Political Contribution Disclosure.**

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

### **21. Right to Audit**

The Contractor shall cooperate fully with any audit conducted by the State. The Contractor shall retain and maintain all records and documents 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 and AOC, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

### **22. Cost and Price Certification**

By submitting cost or price information, the Contractor certified to the best of its knowledge that the information submitted was accurate, complete, and current as of **(Enter Date of Financial Proposal)**. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of the financial proposal was inaccurate, incomplete, or not current.

### **23. Subcontracting and Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the Procurement Officer's prior written approval, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the Procurement Officer's prior written approval. Any such subcontract or assignment shall be subject to any terms and conditions that the Procurement Officer deems necessary to protect the interest of the State. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

## **24. Indemnification**

- 24.1 The Contractor shall indemnify the AOC against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 24.2 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.
- 24.3 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.
- 24.4 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.

## **25. Public Information Act Notice**

The AOC provides public access to records in accordance with State pursuant to §4-101 et seq. General Provisions Article, Annotated Code of Maryland, or other law relating to access to public records, including, Maryland Rules of Procedure, Rules 16-901 through 16-912. If a request is made to review any part of a proposal the offeror may be contacted, as circumstances allow, to express its views on the availability of requested information, however, the final decision on release of any information rests with the Judiciary.

## **26. Conflict of Interest**

- 26.1 "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State or the AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.
- 26.2 "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.
- 26.3 The Contractor warrants that, except as disclosed in Section 26.4 below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

26.4 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:**

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

**27. Notices**

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

**State: Robin Smith  
Maryland Judiciary  
2003 C Commerce Park Drive  
Annapolis, MD 21401  
Phone 410-260-1421  
Fax 410-260-2520**

**Contractor:**

**SIGNATURES:**

In Witness Whereof, the parties have signed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Contractor:  
**(Company Name)**

\_\_\_\_\_ (SEAL)  
Signature  
Authorized Representative

Date: \_\_\_\_\_

Maryland Judiciary:

By: \_\_\_\_\_  
Gisela K. Blades, Director  
Procurement, Contract & Grant Administration

Date: \_\_\_\_\_

**Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_, 2016**

\_\_\_\_\_  
Stephane J. Latour  
Managing Legal Counsel/Assistant Administrator  
Internal Affairs Division

**ATTACHMENT B – BID PROPOSAL AFFIDAVIT (Authorized Representative and Affiant)**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing Contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business): **if none, so state:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

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

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**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:**

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**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 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 \$100,000 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.

**H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**I. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

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

**J. ACKNOWLEDGEMENT**

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative and Affiant)



**ATTACHMENT C – CONTRACT AFFIDAVIT**



CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT: \_\_\_\_\_

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

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

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

**if none, so state):**

Name: \_\_\_\_\_

Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

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

**if none, so state):**

Name: \_\_\_\_\_

Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

### C. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, 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 \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

### D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

(printed name of Authorized Representative and Affiant)

\_\_\_\_\_  
(signature of Authorized Representative and Affiant)

**ATTACHMENT D – PRE-PROPOSAL CONFERENCE RESPONSE FORM**  
**\* NOT APPLICABLE\***

**Project No.    ~~KXX-XXXX-XX\*~~**

**Project Title: (Enter Project Name)**

**Pre-Proposal Conference: (Enter Pre-Proposal Date)**

**Please e-mail this form to the Procurement Officer:**

**~~Email.address@mdcourts.gov~~**

By **(Date) at (Time)** advising whether or not you plan to attend this Conference.

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

- 1.
- 2.

\_\_\_\_\_ No, we will not be in attendance.

\_\_\_\_\_  
Company/Firm/Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Name

**Mental Health Counselor**

**FOR RFP # K17-0043-75**

PLEASE PROVIDE ALL INCLUSIVE PRICE PER SESSION:

<b>Acupuncture</b>	
<b>Trauma Informed Services</b>	
<b>Mental Health Counseling</b>	
Total	

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Authorized Individual Name/Date

Company Name

---

Title

Company Federal Tax ID #

(This form is to be filled out by Offerors)

**ATTACHMENT F – NON-DISCLOSURE AGREEMENT**

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 2016, 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. **K17-0043-75** \_\_\_\_\_ (the “Contract”); and

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

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

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

**NOW, THEREFORE**, Contractor agrees as follows:

1. “Confidential Information” includes any and all information provided by or made available by the Judiciary to Contractor’s Personnel in connection with the Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such or disclosed deliberately or inadvertently. Such information is Confidential Information, whether or not its contents may also be gathered from other sources, or may subsequently be disseminated to the public. Confidential Information includes, by way of example only, information that the Contractor’s Personnel sees, views, hears, takes notes from, copies, possesses or is otherwise provided access to and use of by the Judiciary, whether the information relates to the Contract or the Contract has placed the Contractor’s Personnel in the position to receive the information. Confidential information further includes information both held by the Judiciary and derived or created from information held by the Judiciary.
2. Contractor’s Personnel shall not, without the AOC’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information, except for the sole and exclusive purpose of performing under the Contract and except for disclosures to such Judiciary employees whose knowledge of the information is necessary to the performance of the Contract. Contractor shall limit access to the Confidential Information to Contractor’s Personnel who: 1) have a demonstrable need to know such Confidential Information in order to perform Contractor’s duties under the Contract and 2) have agreed with Contractor in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of Contractor’s Personnel are attached hereto and made a part hereof as Exhibit 1. With respect to information pertaining to the job performance, skills, or conduct of any Judiciary employee, the **only person with the need to know such information is \_\_\_\_\_**, and, except in cases of emergency involving imminent or actual bodily harm or significant property loss or damage, such information may only be disseminated to him, or, in his absence, to the State Court Administrator.
3. Contractor shall require each employee, agent, and subcontractor whose name appears on Exhibit 1 to sign a writing acknowledging receipt of a copy of , and agreeing to comply with the terms and conditions of, this Agreement.

Subcontractors shall expressly agree to all of the terms applicable to Contractor. Accordingly, subcontractors must require their employees and agents to sign such a writing and must submit those individuals' names to the Contractor for inclusion on Exhibit 1. Upon the Procurement Officer's request, Contractor shall provide originals of all such writings to the AOC. Contractor and subcontractors shall update Exhibit 1 by adding additional names as needed and shall ensure that no employee or agent comes into contact with Confidential Information before that person has signed this Agreement. This Agreement shall not be construed to create an employment relationship between AOC and any of Contractor's or subcontractors' personnel.

4. If Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in Contractor's performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, Contractor shall first obtain AOC Contract Manager's written consent to any such dissemination. AOC's Contract Manager may grant, deny, or condition any such consent, as it may deem appropriate in the 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 Contract Manager, all copies of the Confidential Information, no matter how formatted or stored, in Contractor's and/or Contractor's Personnel's care, custody, control or possession.

8. A breach of this Agreement by the Contractor or noncompliance by Contractor's Personnel with the terms of this Agreement shall also constitute a breach of the Contract. The termination of the Contract does not terminate Contractor's obligations under this Agreement.

9. Contractor acknowledges that any failure by the Contractor or Contractor's Personnel to abide by the terms of this Agreement may cause irreparable harm to the Judiciary and that monetary damages may be inadequate to compensate the Judiciary for such breach. Accordingly, the Contractor agrees that the AOC may, in addition to any other remedy available to AOC under Maryland and any applicable federal law, seek injunctive relief and/or liquidated damages of \$1,000 for each unauthorized disclosure. Contractor consents to personal jurisdiction in the Maryland State Courts and to the application of Maryland law, if AOC so elects in its sole discretion, irrespective of Maryland's conflict-of-law rules. If the Judiciary suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part, to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the Judiciary from and against any such losses, damages, liabilities, expenses, and/or costs.

10. The parties further agree that 1) Contractor's rights and obligations under this Agreement may not be assigned or delegated, by operation of law or otherwise, without AOC's prior written consent; 2) the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall be construed to provide the broadest possible protection against the disclosure of Judiciary information; 3) signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and 4) the Recitals are not merely prefatory but are an integral part hereof.

**Contractor:**

**Administrative Office of the Courts**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT G – MARYLAND DEPARTMENT OF GENERAL SERVICES  
AUTHORIZATION OF RELEASE OF INFORMATION FORM**

**STATE OF MARYLAND  
GENERAL SERVICES MARYLAND CAPITOL POLICE  
AUTHORIZATION OF RELEASE OF INFORMATION**

I, \_\_\_\_\_  
LAST FIRST MIDDLE RACE SEX  
\_\_\_\_\_  
D.O.B. ADDRESS SOC. SEC. NO.

hereby authorize a review and full disclosure of all criminal records, or any part thereof, concerning myself by/to any duly authorized agent of the Department of General Services Police, and or the District Court of Maryland, whether the said records are public or private, and including those which may be deemed to be of privilege or confidential nature. The intention of this authorization is to provide information which will be utilized for investigative resource material.

I agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney=s fees arising out of or complying with this request.

I further understand that in the event my application is disapproved, the sources of confidential information cannot be revealed to me. A photocopy of this release form will be valid as an original hereof, even though the said photocopy does not contain an original writing of my signature.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**ATTACHMENT H – MARYLAND DEPARTMENT OF GENERAL SERVICES POLICE  
CONTRACTORS SECURITY CLEARANCE**

CONTRACTORS SECURITY CLEARANCE

Date: \_\_\_\_\_  
PCO: \_\_\_\_\_

**Application / Employee Information**

- 1. FULL NAME: \_\_\_\_\_  
(First) (Full Middle Name) (Last)
- 2. ADDRESS: \_\_\_\_\_
- 3. GENDER: \_\_\_\_\_ RACE: \_\_\_\_\_ HEIGHT: \_\_\_\_\_ WEIGHT: \_\_\_\_\_
- 4. DATE OF BIRTH: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ 5. SS#: \_\_\_\_\_
- 6. DRIVER'S LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_
- 7. HOME TELEPHONE #: \_\_\_\_\_
- 8. APPLICANT / EMPLOYEE TRADE: \_\_\_\_\_
- 9. ATTACH COPY OF APPLICANT'S DRIVER'S LICENSE –  
(Make sure photo is clear and light enough to identify the individual)
- 10. Contractor Badge - (\$15.00 – Pay By Check /Money Order Only)

**Company Information:**

- 1. NAME OF COMPANY: \_\_\_\_\_
- 2. ADDRESS OF COMPANY: \_\_\_\_\_
- 3. COMPANY TELEPHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_
- Project #: \_\_\_\_\_ Building: \_\_\_\_\_ Task: \_\_\_\_\_

---

*For Office Use Only* \_\_\_\_\_ NEW  RENEWAL  ADMIN SPECIALIST INT. \_\_\_\_\_

APPROVED \_\_\_\_\_ or DISAPPROVED \_\_\_\_\_

Reviewing Officer: \_\_\_\_\_ Date: \_\_\_\_\_

ID Card # Front: \_\_\_\_\_ ID Card # Back: \_\_\_\_\_ Payment: \_\_\_\_\_

301 W. Preston Street ♦ Suite L-100 ♦ Baltimore, Maryland 21201