



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

**SMALL PROCUREMENT FOR**

**District Court Baltimore Drug Transitional Housing**

**Solicitation No. K27-0022-42**

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

Unless otherwise stated in this solicitation, the Maryland Judiciary's Procurement Portal will be the sole method of communication during all phases of the solicitation and award process. We encourage Offerors to whitelist emails from the Procurement Portal to ensure relevant emails are not blocked and/or marked as spam. Additionally, Offerors are strongly encouraged to access the Procurement Portal on a regular basis to view and respond to relevant communications.

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

## KEY INFORMATION SUMMARY SHEET

Small Procurement  
District Court Baltimore Drug Transitional Housing  
Solicitation No. K27-0022-42

**Issue Date:** 09/30/2026

**Issuing Office:** Procurement, Contract and Grant Administration

**Procurement Officer:** Karen Hoang  
Maryland Judiciary, Administrative Office of the Courts  
Department of Procurement, Contract and Grant Administration  
187 Harry S. Truman Parkway  
Annapolis, MD 21401  
410-260-1582  
Karen.Hoang@mdcourts.gov

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

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

**Purchase Order Term:** One (1) year base period from 12/28/2026 to 12/27/2027 with the AOC retaining the sole right to exercise three (3) one-year renewal options at its discretion.



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## SECTION I. GENERAL INFORMATION

### A. SUMMARY STATEMENT

The Administrative Office of the Courts (AOC) issues this Small Procurement on behalf of the District Court of Maryland seeking proposals from prospective Offerors to provide transitional housing for participants in the Adult Drug Court Program of the District Court of Maryland for Baltimore City.

### B. ABBREVIATIONS AND DEFINITIONS

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

1. AOC – Administrative Office of the Courts
2. Contract Manager – The AOC representative that serves as the technical manager for the resulting Purchase Order. The Contract Manager monitors the daily activities of the Purchase Order and provides technical guidance to the Successful Offeror.
3. Diversity & Outreach Programs – Judiciary Program established to encourage and increase participation in Judiciary procurement by underrepresented or disadvantaged groups. The Program includes Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE).
4. eMMA – eMaryland Marketplace Advantage online procurement platform used to connect the supplier community with contracting opportunities from with the state, county, and local government entities.
5. Extraordinary Personal Event – Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or, other circumstances that in the sole discretion of the AOC warrant an extended leave of absence such as extended jury duty, or extended military services that precludes the individual from performing their job duties under the Purchase Order.
6. Key Personnel – Offeror personnel or subcontractor personnel who are to be assigned to this Purchase Order, as identified in Section IV of this Small Procurement, if the Offeror receives award.
7. Local Time – Time in the Eastern Standard Time Zone.
8. MBE – Minority Business Enterprise means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is at least 51 percent owned and controlled by one or more individuals who are in a minority group (African American, Native American, Hispanic, women, or the physically or mentally disabled) that is socially and economically disadvantaged, and managed and operated by one or more of the socially and economically disadvantaged individuals who own it, and is so certified by the Maryland Department of Transportation.
9. Offeror – An entity that submits a proposal in response to this solicitation.
10. Procurement Officer – The AOC representative responsible for this solicitation, for the determination of Purchase Order scope issues, and the only AOC representative who can authorize changes to the Purchase Order.
11. Purchase Order – written document issued to a Successful Offeror formalizing the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule and terms of payment.
12. Procurement Portal – Strategic sourcing software allowing the Judiciary to receive and evaluate bids and proposals electronically.
13. Small Procurement – The use of the procedures set forth in the Procurement Procedures Manual to obtain items reasonably expected by the Procurement Officer to cost \$100,000 or less.
14. Successful Offeror – The awarded Offeror.
15. VSBE - Veteran-owned Small Business Enterprise means any legal entity that meets the requirements set by the United States Small Business Administration, that is organized to engage in commercial transactions, and is at least 51 percent owned and controlled by one or more individuals who are Veterans, and who manage the operations of the business, and is so designated in eMMA.

### C. PROCUREMENT OFFICER



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

**D. CONTRACT MANAGER**

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

**E. DURATION OF OFFER**

Proposals submitted in response to this Small Procurement are irrevocable for 90 days following: (1) the closing date of proposals, (2) Best and Final Offers (BAFOs), if requested, or (3) the resolution date of any protest concerning this Small Procurement. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

**F. REVISIONS TO THE SMALL PROCUREMENT**

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

**G. CANCELLATIONS**

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

**H. PROTESTS/DISPUTES**

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

**I. MULTIPLE OR ALTERNATE PROPOSALS**

Neither multiple nor alternate proposals will be accepted.

**J. ARREARAGES**

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

**K. FALSE STATEMENTS**



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

**L. PRESS RELEASES**

The Successful Offeror shall issue no press release to any publication, including newspapers and social media outlets, regarding work being conducted under the resulting Purchase Order from this Small Procurement, or utilize the Maryland Judiciary brand mark in any marketing materials, without the express written consent of the AOC.

**M. PAYMENTS TO SUCCESSFUL OFFEROR**

1. By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at: [COT-GAD X-10 Form](#).
2. Payments to the Successful Offeror shall be made not later than thirty (30) days after the acceptance of deliverables, and receipt of a proper invoice from the Offeror. Any charges of interest or the like for late payment are prohibited.

**N. NON-DISCLOSURE AGREEMENT**

All Offerors are advised that if a Purchase Order is awarded as a result of this Small Procurement, the Successful Offeror may be required to complete a Non-Disclosure Agreement. A sample of this Agreement is included for informational purposes as Attachment F of this Small Procurement.

**O. DAMAGE TO STATE AND PERSONAL PROPERTY**

1. The Offeror, their employees, subcontractors and agents shall be held directly responsible to repair, replace or restore to its original condition, to the satisfaction of the AOC, curbs, roadway surfaces, wheel stops, shrubbery, trees, buildings, bollards, gates, light pole, sign poles or any other State-owned property which is damaged by the actions of the above-mentioned representatives.
2. The Offeror, their employees, subcontractors and agents shall be held directly responsible for any damage caused by their action or inaction to privately-owned property and shall hold the State of Maryland harmless for such damages.

**P. OFFEROR SECURITY REQUIREMENTS**

1. The Successful Offeror, and all Successful Offeror personnel and subcontractor personnel assigned to the Purchase Order, must comply with all applicable federal and state laws, regulations, policies, and AOC policies and procedures for the duration of the Purchase Order.
2. The Successful Offeror must comply with the Judicial Information Systems (JIS) Information Security Policy. The Information Security Policy closely aligns with guidelines published by the National Institute of Standards and Technology. The Information Security Policy is available online at: [Procurement, Contract & Grant Administration Website](#).
3. The AOC reserves the right to monitor all applicable computer and electronic equipment usage for compliance with its policies.

**Q. ACCESS TO AOC INFORMATION TECHNOLOGY SYSTEMS**

1. The Successful Offeror's personnel shall complete all required paperwork as directed for access to any AOC information systems.
2. The Successful Offeror shall ensure the list of authorized Offeror personnel is always maintained and accurate. The system access rights of Successful Offeror personnel must be updated no later than twenty-four (24) hours after notification of the change in status; therefore, the Successful Offeror



shall immediately notify the Contract Manager and JIS Information Security of any termination of Successful Offeror personnel or if any approved Successful Offeror personnel no longer require access to an AOC system. The AOC security identification badge and all issued AOC assets must be immediately returned to the Contract Manager.

3. To ensure compliance with the JIS Information Security Policy, the approval, configuration, and monitoring of secured remote access into AOC systems will be processed by JIS staff. All remote connections that utilize a shared infrastructure must utilize encryption for transmission of data and authentication.
4. Any software used to meet the requirements of this solicitation, on any AOC system, must be included in the Offeror's technical proposal. Software must be assessed by JIS and approved by the JIS Chief Information Officer. At the discretion of JIS, proposed software may be determined to be a risk to system and information integrity security controls and therefore rejected. If software is to be used remotely, the Judiciary shall control the method of access to our network via Virtual Private Network (VPN), firewall configurations, and/or segregating remote machine access within our environment.
5. Offerors using an As-a-Service (e.g., infrastructure, software, platform, hardware) subservice hosting provider (e.g., Microsoft Azure, Amazon Web Services, Google Cloud Platform) must submit a current Service Organization Control (SOC) 2 Type II report, or equivalent (as determined by the AOC), for the subservice and for the As-a-Service service provider. A SOC 2 Type II report for the subservice alone does not meet the requirements of this solicitation.

#### **R. DISTRICT COURT ACCESS AND BACKGROUND CHECKS**

1. Successful Offeror may be required to submit the following information for AOC engagements for Successful Offeror personnel, subcontractors, third-party resources, temporary employees, and training candidates:
  - a. Full Name.
  - b. Phone Number.
  - c. Personal/Private email with no connection to employer.
  - d. Emergency contact information.
2. Site visits to any District Court location must be coordinated by AOC staff with the designated site personnel in advance of any visit.
3. Any Successful Offeror personnel working at District Court locations, or on District Court systems or projects, or who have access to AOC or State criminal data or systems, must be approved in writing by the Administrative Judge of the District prior to beginning work.
4. All Successful Offeror personnel working on District Court premises, property, systems or projects, contracts, or who have access to AOC or State criminal data or systems, must have a District Court approved criminal background check prior to beginning work. The AOC reserves the right to refuse to allow any Successful Offeror personnel to begin work based upon criminal records.
  - a. The Successful Offeror shall furnish to the District Court a completed Authorization for Access to Records form no later than ten (10) days prior to the commencement of work.
  - b. A completed Authorization for Access to Records form shall be completed for each Successful Offeror personnel entering District Court premises for work.
5. All Successful Offeror personnel assigned to work at District Court locations may be required to obtain an AOC security identification badge prior to beginning work, and annually thereafter. The Successful Offeror is responsible for any fees that may be incurred for initial issuance of the badge and for any replacement.
6. The security identification badge shall always be displayed while on District Court premises. To verify identity, the Successful Offeror personnel shall be prepared to provide photo identification upon request by a Judiciary employee.
7. Successful Offeror personnel are required to immediately notify the Director of District Court Engineering and Central Services Department if their security identification badge is lost or stolen.
8. The Successful Offeror personnel must notify the Director of District Court Engineering and Central Services Department within one (1) business day if any personnel have been arrested, indicted, served with a criminal summons, named in a peace or protective order, or named as a defendant in



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

#### **S. REQUIRED POLICIES, GUIDELINES, AND METHODOLOGIES**

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

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

#### **END OF SECTION I.**



## SECTION II. INSTRUCTIONS TO OFFERORS

### A. PURCHASE ORDER TYPE

The Purchase Order that results from this Small Procurement shall be based on Fixed Price.

### B. PROCUREMENT METHOD

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

### C. AWARD BASIS

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

### D. PRE-PROPOSAL CONFERENCE

1. A Pre-proposal Conference and site visit (as applicable) may be held on the date and time, and at the location (i.e., virtual or on-premises) indicated in the project details and important events sections of the solicitation on the Procurement Portal.
  - a. If the Pre-Proposal Conference is to be held on-premises, Offerors are encouraged to bring a copy of this Small Procurement and a business card to help facilitate a more efficient sign-in process. To ensure adequate seating and other accommodations at the Pre-proposal Conference, please email the Pre-bid/proposal Conference Response Form (Attachment D) to the attention of the Procurement Officer no later than one (1) business day prior to the scheduled Pre-proposal Conference date and time.
  - b. If the Pre-proposal Conference will be held virtually, Offerors shall register using the registration link located in the important events section of the solicitation on the Procurement Portal.
2. Offeror's attendance at the Pre-proposal Conference (and site visit) is mandatory (or encouraged), in order to facilitate better preparation of proposals.
3. All potential subcontractors are encouraged to submit as an interested subcontractor on the Procurement Portal for this specific opportunity under the Interested Contractor section.
4. If there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) business days prior to the Pre-proposal Conference. The AOC will make a reasonable effort to provide such special accommodations.

### E. QUESTIONS

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

### F. PROPOSAL CLOSING DATE & TIME

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



3. Unless specifically requested, proposals not submitted electronically through the Procurement Portal will not be accepted.

**G. ORAL PRESENTATIONS & DISCUSSIONS**

1. Offerors may be required to participate in oral presentations. Material representations made by an Offeror during the oral presentation shall be submitted in writing. Any such representations will become part of the Offeror's proposal and are binding if the Purchase Order is awarded.
2. The AOC may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the AOC also reserves the right to make an award without holding discussions. With or without discussions, the AOC may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and prior to Purchase Order award.

**H. INCURRED EXPENSES**

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

**I. ECONOMY OF PREPARATION**

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

**J. PUBLIC ACCESS TO JUDICIAL RECORDS**

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

**K. OFFEROR RESPONSIBILITIES**

1. Offerors shall be responsible for all goods and/or services and requirements set forth in this Small Procurement including the Purchase Order performance of any subcontractor participation.
2. All subcontractors must be identified and a complete description of their role relative to the proposal must be included in the Offeror's proposal. If the Successful Offeror requires the use of a subcontractor during the life of the Contract that was not identified in the proposal or the role of an identified subcontractor otherwise changes, the Successful Offeror shall obtain approval from the Contract Manager. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) shall be identified as provided in the appropriate MBE/VSBE forms attached to this Small Procurement.
3. If an Offeror that seeks to perform or provide the services required by this Small Procurement is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization consents to the terms of the Small Procurement and will guarantee the performance of the subsidiary.
4. A parental guarantee of the performance of the Offeror under this section will not automatically result in crediting the Offeror with the experience or qualification of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. The Offeror will be evaluated on the extent to which the AOC determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Purchase Order, and the value of the parent's participation as determined by the AOC.



**L. ACCEPTANCE OF TERMS & CONDITIONS**

1. By submitting a proposal in response to this Small Procurement, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this Small Procurement and the Standard Terms and Conditions for Small Procurements attached hereto as Attachment G.
2. Any exceptions to the terms and conditions of this Small Procurement or the Purchase Order must be clearly identified in the Proposal. All exceptions will be taken into consideration when evaluating an Offeror's proposal.
3. A proposal that takes exception to these terms may be rejected and therefore determined to be not reasonably susceptible of being selected for award.
4. By submitting a proposal in response to this Small Procurement, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Purchase Order.

**M. ACCEPTANCE OF SERVICES**

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

**N. DIVERSITY & OUTREACH PROGRAMS**

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

1. Minority Business Enterprise
  - a. MBEs are encouraged to respond to this solicitation notice as Prime Contractors. In order to participate as an MBE in AOC procurements, MBEs must be certified by the Maryland Department of Transportation (MDOT). Additional information regarding certification can be located on the MDOT Website: [Social & Economic Mobility Website](#).
  - b. There is no MBE goal established for this solicitation.
2. Veteran-owned Small Business Enterprise
  - a. VSBEs are encouraged to respond to this solicitation notice as Prime Contractors. VSBEs must complete three (3) steps: Supplier Registration, Veteran Verification, and VSBE Certification. These steps are outlined by the State of Maryland VSBE program. Additional information regarding certification can be located at: [Maryland VSBE Program](#).
  - b. There is no VSBE goal established for this solicitation.

**O. INSURANCE**

1. The Successful Offeror shall maintain, at minimum, the insurance coverages outlined in this section, or any minimum requirements established by law, if higher, for the duration of the Purchase Order, including option periods, if exercised. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance.
2. All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Successful Offeror, at least thirty (30) days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Maryland Administrative Office of the Courts.
3. The requiring of any and all insurance as set forth in this Small Procurement, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the



- Purchase Order for acceptance and/or approval of any insurance by the Procurement Officer, and shall not be construed as relieving or excusing the Successful Offeror from any liability or obligation imposed upon it by the provisions of the Purchase Order.
4. The following type(s) of insurance and minimum amount(s) of coverage are required and may be satisfied by either individual policies or a combination of individual policies and an umbrella policy:
- a. Commercial General Liability
    - (1) \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury, and \$2,000,000 annual aggregate.
    - (2) A combined single limit per occurrence of \$2,000,000 is acceptable.
  - b. Worker's Compensation
    - (1) \$500,000 each accident.
    - (2) \$500,000 each disease for each employee.
    - (3) \$500,000 each disease per policy limit.
    - (4) Coverage must be valid in all states where work is performed.
  - c. Comprehensive Automobile Liability
    - (1) \$1,000,000 Bodily Injury
    - (2) \$1,000,000 Property Damage
    - (3) The Successful Offeror shall maintain Automobile and/or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
  - d. The AOC reserves the right to modify, or remove in its entirety, any of the required coverages when in the best interest of the AOC.
5. The insurance required above shall provide adequate protection for the Successful Offeror against claims which may arise from the Purchase Order, whether such claims arise from operations performed by the Successful Offeror or by anyone directly or indirectly employed by the Successful Offeror, and also against any special hazards which may be encountered in the performance of the Purchase Order. In addition, all policies required must not exclude coverage for equipment while rented to others.
6. If any of the work under the Purchase Order is subcontracted, the Successful Offeror shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Procurement Officer with the same documentation as is required of the Successful Offeror.

## END OF SECTION II.

### SECTION III. SCOPE OF WORK

#### A. SUMMARY

The Administrative Office of the Courts (AOC) is seeking proposals from prospective Offerors to provide transitional housing for participants in the Adult Recovery Court Program of the District Court of Maryland for Baltimore City. There is no guaranteed minimum usage, but the AOC anticipates annual usage of an estimated five hundred (500) participant days.

#### B. BACKGROUND INFORMATION

Baltimore City Adult Recovery Court is dedicated to promoting sober living offering a chance for individuals to succeed and graduate from our program. The Adult Recovery Court uses intensive supervision and treatment to address substance use disorders. Access to transitional housing for the Adult Recovery Court participants will increase our graduation numbers by providing a stable transition to the community.

Providing transitional housing for participants in the Adult Recovery Court Program of the District Court of Maryland for Baltimore City serves many purposes. Some participants are homeless and require housing. Other participants choose not to return to the home in which they were living due to substance abuse in that home when they entered the program. Providing transitional housing for these participants is a critical element of a successful treatment plan because it represents a stable, supportive transition into the community.

#### C. OFFEROR MINIMUM QUALIFICATIONS

1. Offerors must be a Certified Recovery Residence by the Maryland Certification of Recovery Residences (MCCR).
2. Offerors must be located within Baltimore City limits or within five (5) miles from Baltimore City limits with access to public transportation to allow participants to attend court or other related services.

#### D. SCOPE OF WORK

1. The AOC prefers a Certified Recovery Residence with the following:
  - a. Provides a room, or a shared room, and includes standard utilities (e.g., electric, gas, water), bed linens (e.g., sheets, blanket, pillow), and onsite laundry.
  - b. Provides at least three (3) meals per day (e.g., breakfast, lunch, and dinner), with one (1) hot meal.
  - c. Provides onsite staff twenty-four (24) hours per day, seven (7) days a week.
  - d. Helps participants with supportive services (e.g., vocational, educational, and daily living skills).
  - e. Assists participants in locating permanent housing including, but not limited to, completing applications for housing, transitioning to the community, and/or transitioning to housing with family and/or friends.
  - f. Provide onsite treatment services (e.g., substance use disorder groups, counseling, mental health treatment). If onsite treatment is not available, Offerors may provide transportation to offsite treatment services.
2. The Successful Offeror shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) and other applicable federal and State nondiscrimination laws.
  - a. The Successful Offeror shall provide reasonable accommodations to qualified participants with disabilities, as required by applicable law.
3. The Successful Offeror shall notify the Adult Recovery Court Team, using the email address provided by the AOC, of any change in the status of a participant placed under the Contract. Such changes include, but are not limited to, voluntary departure, discharge, hospitalization, unauthorized absence, or other circumstances affecting the participant's continued placement.
  - a. Notification shall occur immediately upon discovery during normal business hours or no later than the next business day if the change occurs after 4:30PM EST, on a weekend, or on a State holiday.



- b. For an emergency or a situation presenting an immediate threat to a participant's safety, the Successful Offeror shall contact emergency services, as appropriate, and promptly notify the Adult Recovery Court Team.
- 4. The Successful Offeror shall submit written reports to the Adult Recovery Court Team, using the email address provided by the AOC, at intervals established by the Court. Reports shall address each participant's status during their stay and include, as applicable:
  - a. Current program and housing status.
  - b. Results of urinalysis testing conducted by the Successful Offeror, if applicable.
  - c. Compliance with residence rules and applicable treatment requirements.
  - d. Significant incidents or changes affecting the participant's placement.
- 5. The Adult Recovery Court Team shall determine participant eligibility and authorize all placements under the Contract.
  - a. The Successful Offeror shall not accept a participant for placement under the Contract without prior authorization from the Adult Recovery Court Team.
  - b. The Successful Offeror shall notify the Adult Recovery Court Team promptly if it is unable to accommodate an authorized referral.
- 6. The Successful Offeror shall maintain written policies governing participant discharge, including voluntary departure, violations of residence rules, and circumstances requiring a higher level of care.
  - a. The Successful Offeror shall notify the Adult Recovery Court Team of any proposed involuntary discharge as soon as practicable and coordinate with the Team regarding appropriate next steps, except when immediate discharge is necessary to address an imminent safety concern.

#### **E. INVOICING**

- 1. The daily rate shall not exceed fifty-four dollars (\$54.00) per participant-day.
  - a. The AOC shall authorize payment for a maximum of ninety (90) days per participant unless an extension is approved in accordance with Section III.F.1.
- 2. Within five (5) business days after completion of each participant's stay with the program, the Successful Offeror shall provide invoices to the Fiscal Officer for the Program: Baltimore City District Court, Mary J. Abrams, Administrative Clerk, 5800 Wabash Avenue, Baltimore, MD 21215.
- 3. For participant stays exceeding thirty (30) consecutive days, the Successful Offeror may submit monthly invoices for services rendered through the applicable billing period.
- 4. The Successful Offeror shall submit all outstanding invoices for services provided through June 30 no later than two (2) business days following the end of the fiscal year to facilitate the AOC's fiscal year-end payment processing.
- 5. The Successful Offeror may invoice the AOC only for days during which an authorized participant occupies a bed at the residence.
  - a. The AOC shall not be responsible for vacant beds, unauthorized absences, or days following a participant's discharge, unless otherwise expressly authorized in writing by the AOC.

#### **F. ADDITIONAL CONTRACT REQUIREMENTS**

- 1. A participant's stay may exceed ninety (90) days only upon the recommendation of the Adult Recovery Court Team and the Successful Offeror, subject to the availability of funding and prior written approval from the Administrative Clerk/Fiscal Officer for the Program. The AOC shall not be responsible for payment for any extension that has not received prior written approval.
- 2. All participant placements under the Contract shall be completed within the applicable fiscal year. Placements should occur no later than June 1 to allow sufficient time for the participant's stay to conclude by June 30. Any placement after June 1 must receive prior written approval from the Administrative Clerk/Fiscal Officer and must conclude no later than June 30.

### **END OF SECTION III.**



## SECTION IV. PROPOSAL FORMAT

### A. PROPOSAL SUBMISSION

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

### B. PROPOSAL SUBMITTALS

1. Addenda Acknowledgment: Offeror shall acknowledge receipt of any addenda on the Procurement Portal. Failure to acknowledge addenda may result in your proposal being found not reasonably susceptible of being selected for award.
2. Insurance Acknowledgment: Offeror shall acknowledge they have reviewed the insurance requirements, as written in Section II of this Small Procurement, on the Procurement Portal. Offerors are reminded that only the Successful Offeror is required to meet the insurance requirements, and the Successful Offeror is not required to provide a Certificate of Insurance (COI) meeting the written insurance requirements until receiving notification from the AOC that they are the Apparent Awardee. If the Offeror requires additional insurance coverage to meet the written insurance requirements in this Small Procurement, the Offeror shall ensure that such potential additional insurance expenses are reflected and included in their Proposal. Failure to acknowledge insurance requirements may result in your proposal being found not reasonably susceptible of being selected for award.
3. Transmittal Letter: Prepared on the Offeror's business stationery and signed by an individual who is authorized to bind the Offeror to the requirements as stated in this Small Procurement, including all addenda.
4. Claim of Confidentiality: Any information which is claimed to be confidential and/or proprietary shall be identified by section, subsection (if applicable), and page number. An explanation for each claim of confidentiality shall be included. The entire Proposal cannot be given a blanket confidentiality designation.
5. Executive Summary: The Offeror shall condense and highlight the contents of the Proposal in an executive summary. In accordance with Section II of this Small Procurement, and only as applicable, the executive summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its executive summary.
6. Attachment L – Bidder/Offeror Profile: Offeror shall complete Attachment L – Bidder/Offeror Profile included on the Procurement Portal and enclose with their Proposal.
7. Offeror's Technical Response to Small Procurement Requirements & Proposed Work Plan:
  - a. Offerors shall address each Small Procurement requirement (Section III) in the proposal and describe how its proposed services will meet or exceed those requirements, including how any proposed subcontractor(s) will meet or exceed requirements. If the AOC is seeking the Offeror's agreement to a requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work, but rather, the Offeror shall outline how the Offeror can fulfill the requested tasks in a manner that best meets the AOCs needs.
  - b. Offeror shall provide a definitive section-by-section description of the proposed plan to the meet the requirements of the Small Procurement (i.e., Work Plan). The Work Plan shall include the specific methodology, techniques, and staffing plan (as applicable), to be used



by the Offeror in providing the required goods and/or services in this Small Procurement (Section III). Any project deadlines considered Purchase Order deliverables must be recognized in the Work plan.

- (1) The AOC will verify the Offeror is a Certified Recovery Residence using the list of Certified Recovery Residences in Maryland located on the MCOORR website. If the Offeror was recently certified, and the website does not reflect the current certification status, Offerors shall submit evidence of certification.
  - (2) Offerors shall provide a sample menu for at least one (1) day including breakfast, lunch, and dinner.
8. Attachment M – Bidder/Offeror Experience: Offeror shall complete Attachment M – Bidder/Offeror Experience included on the Procurement Portal and enclose with their Proposal. Experience/References shall include at least three (3) distinct references, within the past five (5) years, from customers/clients who can document the Offeror’s ability to provide the goods and/or services specified in this Small Procurement. Multiple references from the same customer/client will not be accepted. A reference may not be submitted from an employee of the Maryland Judicial Branch of government.
9. IRS Form W-9, Request for Taxpayer Identification Number & Certification: Offeror shall submit a completed IRS Form W-9 and enclose with their Proposal.
10. Price:
  - a. Offeror’s Financial Proposal must contain all price information in the format specified in the Bid/Price Proposal Form and/or the requested total price. Do not amend, alter, or leave blank (as applicable) any items on the Bid/Price Proposal Form, or include additional clarifying or contingent language. Failure to adhere to any of these instructions may result in the proposal being determined to be not reasonably susceptible of being selected for award.
  - b. The Offeror will not be reimbursed for any travel expenses including but not limited to transportation, meals, and hotel accommodations, except as approved in advance by the Contract Manager.

**END OF SECTION IV.**



## SECTION V. EVALUATION PROCEDURE

### A. EVALUATION COMMITTEE

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

### B. PROPOSAL CRITERIA

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

1. Price
2. Extent to which the Offeror's technical response and workplan meets the overall requirements of the Small Procurement; and,
3. Extent to which the Offeror's experience and references demonstrate their ability to provide the requested services outlined in Section III.

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

### C. SELECTION PROCEDURES

1. The Procurement Officer shall initially review for compliance with the Small Procurement requirements. Failure to comply with Small Procurement requirements may result in a proposal being classified as not reasonably susceptible of being selected for award. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the AOC's best interest.
2. Selection Procedures:
  - a. Proposals are evaluated for technical and financial merit and ranked. During this review, oral presentations, interviews, and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the AOC's requirements and the Offeror's ability to perform, and to facilitate understanding of the Purchase Order that shall be most advantageous to the AOC.
    - (1) At the discretion of the Procurement Officer, following the recommendation of the Evaluation Committee, a shortlist of Offerors may be established during the evaluation. Only shortlisted Offerors would continue in the evaluation process; Offerors not shortlisted shall be so advised.
    - (2) Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Proposal made during discussions. Any such written clarifications or changes become part of the Offeror's Proposal.
  - b. When in the best interest of the AOC, the Procurement Officer may permit remaining Offerors to revise their initial proposals and submit, in writing, Best and Final Offers (BAFOs). The AOC may make award without issuing a request for a BAFO.
3. Recommendation for Award
  - a. Upon completion of the Proposal evaluations and rankings, and overall ranking will be designated to each Offeror.

- b. The Procurement Officer will recommend award of the Purchase Order to the responsive and responsible Offeror that submitted the proposal determined to be the most advantageous to the AOC.

**END OF SECTION V.**

