



**ADMINISTRATIVE OFFICE OF THE COURTS  
203 C COMMERCE PARK DRIVE  
ANNAPOLIS, MARYLAND 21401**

**REQUEST FOR PROPOSALS**

**FOR**

**IT Migration Support Services  
Project K15-0006-29**

**ISSUED: July 11, 2014**

Offerors are specifically directed NOT to contact any 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 and Contract 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 Gisela.blades@mdcourts.gov.

**Title: IT Support Services  
Project No: K15-0006-29**

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**

**IT Support Services**

**PROJECT #K15-0006-29**

**RFP Issue Date:** July 11, 2014

**Procurement Officer:** Gisela Blades  
2003C Commerce Park Drive  
Annapolis, MD 21401  
410-260-1594  
gisela.blades@mdcourts.gov

**Proposals must be sent to:** Gisela Blades  
Administrative Office of the Courts  
Department of Procurement and Contract Administration  
2003C Commerce Park Drive  
Annapolis, MD 21401  
410-260-1594

**Pre-Proposal Conference:** July 17, 2014, 10:00 am  
2003C Commerce Park Drive  
Ground Floor Conference Room  
Annapolis, MD 21401

**Closing Date and Time:** July 31, 2014, 2:00 pm

**A. TABLE OF CONTENTS**

**SECTION 1 - GENERAL INFORMATION..... 6**

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

**SECTION 2 – STATEMENT OF WORK..... 12**

- 2.1 STATEMENT OF WORK ..... 12
- 2.2 STATEMENT OF WORK..... 14
- 2.3 STATEMENT OF WORK..... 17
- ) **ERROR! BOOKMARK NOT DEFINED.**
- 2.5 PERFORMANCE EVALUATION, MITIGATION AND SUBSTITUTION..... 19
- 2.6 INVOICING ..... **ERROR! BOOKMARK NOT DEFINED.**
- 2.7 INSURANCE ..... 21
- 2.8 CONTRACTOR SECURITY REQUIREMENTS ..... 22

**SECTION 3 – PROPOSAL FORMAT..... 24**

- 3.1 TWO PART SUBMISSION ..... 24
- 3.2 PROPOSALS ..... 24
- 3.3 SUBMISSION ..... 24
- 3.4 VOLUME I – TECHNICAL PROPOSAL ..... 24
- 3.5 VOLUME II - FINANCIAL PROPOSAL ..... 26

**SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE..... 27**

- 4.1 EVALUATION CRITERIA ..... 27
- 4.2 TECHNICAL CRITERIA ..... 27
- 4.3 FINANCIAL CRITERIA ..... 27
- 4.4 SELECTION PROCESS AND PROCEDURES..... 27

ATTACHMENTS..... 29

ATTACHMENT A – STANDARD CONTRACT AGREEMENT..... 30

ATTACHMENT B – BID PROPOSAL AFFIDAVIT (AUTHORIZED REPRESENTATIVE AND AFFIANT)..... 39

ATTACHMENT C – CONTRACT AFFIDAVIT..... 43

ATTACHMENT D – PRE-PROPOSAL CONFERENCE RESPONSE FORM ..... 44

ATTACHMENT E – PRICE PROPOSAL FORM..... 45

ATTACHMENT F – NON-DISCLOSURE AGREEMENT..... 46

## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

The Maryland Judiciary Administrative Office of the Courts (AOC) is seeking proposals from prospective Offerors to provide up to nine IT migration support staff to the Judicial Information Systems (JIS). JIS, the Information Technology (IT) arm for the Judiciary, is comprised of six major units: Application Development, Technology Enhancements & Networks, Local Area Network & Desktop Administration, Site Evaluation & Preparation, Operational Support, and the Project Management Office (PMO).

Six positions advertised in this solicitation are currently staffed, three are new. Offerors may propose to any or all staff positions. The AOC is not required to but anticipates making multiple awards.

**The AOC reserves the right to make additional awards of like staff as awarded within the Contractor pool during the life of the contract at the proposed labor rates. The AOC reserves the right to roll off support staff with 30 day notice, if assignments are completed prior to contract expiration.**

### 1.2 Abbreviations and Definitions

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

- a. Contract – The Contract attached to this RFP as Attachment A
- b. Contractor– The selected Offeror
- c. Local Time – Time in the Eastern Time Zone
- d. MBE – Minority Business Enterprise
- e. Offeror – An entity that submits a proposal in response to this RFP
- f. Procurement Officer – The Judiciary representative responsible for this RFP, for the determination of contract scope issues, and the only Judiciary representative who can authorize changes to the contract
- g. RFP – Request for Proposals for IT Migration Support Services K15-0006-29 dated July 11, 2014, 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 Contracts that result from this RFP shall be based on Time and Material.

#### **1.4 Contract Duration**

The Contract(s) resulting from this RFP shall begin with execution by the AOC and extend for a base period of one year. The Judiciary shall have the sole right to exercise up to four 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:

Gisela Blades  
2003C Commerce Park Drive  
Annapolis, MD 21401  
410.260.1594  
gisela.blades@mdcourts.gov

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

#### **1.6 Contract Manager**

Rob Hannon; Sherry Dean

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

#### **1.7 Pre-Proposal Conference**

A Pre-Proposal Conference (Conference) will be held on July 17, 2012, beginning at 10:00 am, at 2003C Commerce Park Drive, Annapolis, MD 21401, Ground Floor Conference Room. Attendance at the Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, that recording and all questions and answers known at that time will be posted to the Judiciary's Procurement web site and eMarylandMarketplace.

In order to assure adequate seating and other accommodations at the Conference, please email the Conference Response Form to the attention of the Procurement Officer such notice no later than July 15, 2014. The Conference Response Form is included as Attachment D to this RFP.

## **1.8 Questions**

- 1.8.1 The Procurement Officer, prior to the Pre-proposal Conference, shall accept written questions from prospective Offerors. If possible and appropriate, such questions shall be answered at the Pre-proposal Conference. Please submit all questions to the Procurement Officer by e-mail. Questions, both oral and written, shall also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions shall be answered at the Pre-proposal Conference.
- 1.8.2 Questions shall also be accepted subsequent to the Pre-proposal Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research, communicate an answer. Answers to all substantive questions that have not previously been answered, 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**

An original and four copies of each proposal (technical and financial) must be received by the Procurement Officer **no later than 2:00 pm (local time) on July 31, 2014, 2:00 pm** in order to be considered. An electronic version (CD) of the Technical Proposal must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal must be enclosed with the original Financial Proposal. All diskettes or CDs 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 Offeror's written agreement.

## **1.11 Revisions to the RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted on the Judiciary's Procurements 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 Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

#### **1.12 Cancellations**

The Judiciary reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, 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/Interviews**

**Offerors will be asked to make selected candidates available for in person interviews.** We expect that interviews will be scheduled approximately one week after proposal receipt. The Procurement Officer will notify selected Offerors of the time and location.

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

#### **1.14 Incurred Expenses**

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

#### **1.15 Economy of Preparation**

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

#### **1.16 Protests/Disputes**

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

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

Neither multiple nor alternate proposals will be accepted. Offerors may submit one candidate per position only.

### **1.18 Access to 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 10, Subtitle 6, Part III of the Judiciary Government Article of the Annotated Code of Maryland or Rules 16-1001 through 16-1011, the Court Access Rules.

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

### **1.19 Offeror Responsibilities**

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

### **1.20 Mandatory Contractual Terms**

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

### **1.21 Proposal Affidavit**

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

### **1.22 Contract Affidavit**

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

### **1.23 Minority Business Enterprises**

A MBE subcontractor participation goal has not been established for this solicitation.

#### **1.24 Arrearages**

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

#### **1.25 Procurement Method**

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 Offeror complete the registration prior to the due date for receipt of proposals. An Offeror's failure to complete the registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

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

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at: <http://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 Offeror shall be required to complete a Non-Disclosure Agreement. A copy of this Agreement is included for informational purposes as Attachment F of this RFP. This Agreement must be provided within five business days of notification of proposed Contract award.

## SECTION 2 – STATEMENT OF WORK

### 2.1 Statement of Work, Desktop Hardware and Software Upgrade (Four Resources)

#### 2.1.1. Background

Large organizations, especially those providing essential services to the public, must keep a balance between staying up to date with IT advances and maintaining consistent and stable platforms. The MD Judiciary currently has a mixed desktop environment with Windows XP SP3 and Windows 7 Enterprise. This environment includes approximately 4000 PC devices consisting of various models of Lenovo desktop and laptop computers. These devices are spread throughout the State of Maryland in approximately 70 locations. The number of devices in each location varies greatly from less than a dozen to several hundred.

It is also important for the IT department of a large organization to ensure that its architecture's Directory Service is capable of supporting the current and future needs of the users and their customers. The Judiciary has used Novell Directory services/E-directory for a number of years now. The Judiciary has determined that it is in our best interest to move to the more widely used Microsoft Active Directory system to ensure scalability and interoperability with various applications. This is a major change for the organization and must be done in a manner that causes minimal downtime for our users.

#### 2.1.3 Objectives

The goal of this effort is to migrate all of the existing PCs with Windows XP to Windows 7. Desktops and laptops over 5 years in age will be replaced with new hardware. Hardware that is under 5 years in age will have replacement hardware prepared for them at the office and preloaded and configured as much as possible. The XP stations will have documents and configuration backed up to network shares or removable storage. Aged workstations will be replaced while others have the primary hard disk replaced with one containing our Windows 7 image. Memory may be upgraded as well at this time when needed. Workstations will then be configured specific to the user they are assigned to and software tested. This OS upgrade will have to be coordinated closely with our Active Directory administrators so all relevant file shares can be moved off of Novell immediately prior to the upgrade. The workstations will have no access to the old file servers and it is very important to ensure all needed data has been moved to the AD environment.

At this time approximately half of our locations have gone through this migration, although some sites do require follow up.

The Judicial Information Systems Micro/LAN team will require up to four (4) contractor resources in support of the rapid deployment and upgrade of these workstations. The scope of the project will include:

- Planning and scheduling of individual site upgrades,
- Profile and data migration,

- HW and SW upgrades,
- Testing and end user satisfaction.

The Contractor shall also provide regular status updates including details on any delays or unforeseen problems with the upgrade process. These updates will be provided in person or in writing as determined by the JIS Project Manager.

The Contractor shall communicate continually with the project team to include the JIS Technical Lead, the Department Manager and pertinent staff as needed to discuss the progress and issues of the project and document changes required to improve the process.

The Micro/LAN Services team is responsible for providing hardware and software required for this project along with overseeing the project and approving any changes required for its success.

#### **2.1.4 Place of Performance**

Meetings, project planning activities, and equipment preparations are to be performed at the JIS Annex, 2003 B Commerce Park Dr., Annapolis MD. The installations will be performed on-site at 70+ District and Circuit Court operational locations throughout the State of Maryland, including:

- Twenty-four Circuit Court locations,
- Thirty-four District Court locations,
- Approximately fifteen District Court Commissioner satellite locations, and
- Various support site locations in the Annapolis complex.

#### **2.1.5 Period of Performance**

The Project Start date shall be within 30 days after contract award.. Our goal is to have all of our remaining locations converted to Windows 7 and attached to our Active Directory Domain by the second quarter of 2015.

#### **2.1.6 Travel**

A Judiciary employee using state provided vehicles will accompany each contractor when large amounts of equipment are being transported. Contractors will be expected to travel to sites themselves when necessary for time efficiency, such as when an install requires staying overnight. Mileage and toll re-imbursements should be invoiced to AOC and will be reimbursed in accordance with the Judiciary's travel policy.

#### **2.1.7 Hours of Work**

Hours of work are the normal operational hours plus those hours required for scheduled travel. The Contractor is expected to conform to customer agency normal operation hours from 8:00am to 4:30pm (EST). Some installs may require arranging local lodging accommodations and traveling to the region the night before installation. The JIS Department/Senior Manager must approve work prior to or after normal operation hours.

Lodging re-imbursements should be invoiced to AOC and will be reimbursed in accordance with the Judiciary travel policy.

### **2.1.8 Acceptance of Deliverables**

The end users must acknowledge acceptance of the system upgrades prior to the contractor leaving the site. Department supervisors may acknowledge acceptance for the end users they supervise. In the event a user is not satisfied, and the contractor cannot rectify the problem in a timely manner and in accordance with our standards, the contractor shall contact the JIS Technical Lead or the Manager, Micro/LAN Services department to seek direction.

### **2.1.9 Expertise Requirements**

- The Contractor shall provide personnel with demonstrated experience in:
  - Large scale desktop OS upgrade
  - Workstation and user setup in an Active Directory environment
  - Working with non-technical users to ensure their expectations are met
  - Desktop OS and hardware troubleshooting
  - Documentation of project progress and anomalies

## **2.2 Statement of Work, Desktop Support Augmentation (Three Resources)**

### **2.2.1 Background**

Large organizations, especially those providing essential services to the public, must keep a balance between staying up-to-date with IT advances and maintaining consistent levels of customer service. The MD Judiciary currently has multiple active large scale initiatives to upgrade the products our customers use, including back-end server architecture, workstation operating system, and end user productivity software.

It is also important for the IT department of a large organization to ensure that its customers can continue achieving their business goals while the IT goals are being implemented. Part of the challenge with that is achieving rapid deployment to minimize multiple, dissimilar environments while maintaining customer faith in our ability to support their current environments.

### **2.2.2 Objectives**

The goal of this effort is to augment the desktop and mobile user support staff that performs much of the tier 1 and 2 support for our judicial customers. The MD Judiciary is comprised of approximately 4000 end users in all branches of the State Court system and its supporting agencies. These customers use a variety of off-the-shelf and custom designed software to perform the day to day business of the courts.

The Judicial Information Systems (JIS) Micro/LAN team will require up to three (3) contractor resources in support of our customers. The scope of the work effort will include:

- Phone and remote support for incoming tickets
- Communication with customers to coordinate scheduling of on-site support
- Documenting problem resolutions
- Device configuration for emergency replacements

The Contractor shall also provide regular status updates including details on any delays or unforeseen problems with the upgrade process. These updates will be provided in person or in writing as determined by the Micro/LAN Manager.

The Contractor shall meet at least monthly with the Micro/LAN Manager and pertinent staff as needed to discuss the progress and issues of the assigned work and document changes required to improve the process.

The Micro/LAN Services team is responsible for providing hardware and software required for this work effort along with overseeing all work and approving any changes required for its success.

### **2.2.3 Place of Performance**

Meetings, project planning activities, and equipment preparations are to be performed at the JIS Annex, 2003 B Commerce Park Dr., Annapolis MD. The installations will be performed on-site at 70+ District and Circuit Court operational locations throughout the State of Maryland, including:

- Twenty-four Circuit Court locations,
- Thirty-four District Court locations,
- Approximately fifteen District Court Commissioner satellite locations, and
- Various support site locations in the Annapolis complex.

### **2.2.4 Period of Performance**

The Start date shall be within 30 days after contract award.

### **2.2.5 Travel**

The contractor is expected to work at our location to provide support. All work will be performed from this location. Status meetings and cross training may occur outside of this location, but will remain in the Annapolis area.

### **2.2.6 Hours of Work**

Hours of work are the normal operational hours. The Contractor is expected to conform to customer agency normal operation hours from 8:00am to 4:30pm (EST), with the flexibility to extend the coverage hours to 7:00 a.m. to 6:00 p.m. The JIS Project Manger or Department/Senior Manager must approve work prior to or after normal operation hours.

### **2.2.7 Acceptance of Deliverables**

At the completion of assigned work tasks, the customer must be returned to a functional state in order to perform her/his assigned duties. Incidents that must be elevated to support groups outside of this unit must have the problem and troubleshooting steps clearly documented and communicated with Micro/LAN management.

In the event a user is not satisfied, and the contractor cannot rectify the problem in a timely manner and in accordance with our standards, the contractor shall contact Micro/LAN Technical Lead or the Manager to seek direction.

### **2.2.8 Expertise Requirements**

- The Contractor shall provide personnel with demonstrated experience in:
  - Customer support of a large user base
  - Workstation and user support in an Active Directory environment
  - Working with non-technical users to ensure customer expectations are met
  - Desktop OS, software, and hardware troubleshooting and support
  - Documentation of troubleshooting and resolution processes



## **2.3 Statement of Work, Revenue Collection System Upgrade (Two Resources)**

### **2.3.1 Background**

The Revenue Collection Systems (RCS) project is in the process of replacing the antiquated and disparate DOS based cashiering systems used in the District and Circuit Courts. The existing Circuit Court cashiering system uses non-supported operating system software and runs only on antiquated PC technology. The District Court system runs on an unsupported platform and is also in need of upgrade / replacement and does not offer architecture compatible with the Judiciary technical migration strategy. This project is implementing an enterprise revenue collection system across all District and Circuit Courts and provides data to the AOC GEARS PeopleSoft Financial system. This project will also integrate with the MDEC solution.

### **2.3.2 Objectives**

The goal of this effort is to replace the legacy cashiering hardware and systems in the Circuit and District Courts with a modern and centrally managed system. These deployments need to be timed to coordinate with the individual accounting and court business needs of each location. This coordination will often result in multiple Go-Live dates occurring simultaneously.

Portions of the MD Courts have already successfully gone through the implementation and conversion process. These additional resources are to allow us to continue with this schedule while still providing a smooth transition to our customers.

The technical resources for this project will need to have excellent communication and teamwork skills in order to be successful. Technicians will also be expected to arrive to the office and to customer sites promptly.

The Contractor shall also provide regular status updates including details on any delays or unforeseen problems with the upgrade process. These updates will be provided in person or in writing as determined by the JIS Project Manager.

The Contractor shall communicate continually with the project team to include the RCS Project Team, JIS Technical Lead, the Department Manager and pertinent staff as needed to discuss the progress and issues of the project and document changes required to improve the process.

The Micro/LAN Services team is responsible for providing hardware and software required for this project along with overseeing the project and approving any changes required for its success.

### 2.3.3 Place of Performance

Meetings, project planning activities, and equipment preparations are to be performed at the JIS Annex, 2003 B Commerce Park Dr., Annapolis MD. The installations will be performed on-site at multiple District and Circuit Court operational locations throughout the State of Maryland, including:

- 12 Circuit Court locations
- 20 District Court locations

The desired schedule of deployment follows:

- |   |                          |
|---|--------------------------|
| ▪ RCS Rollout Southern MD CC and North East MD CC     | March – April 2014       |
| ▪ RCS Rollout Eastern Shore DC                        | May – August 2014        |
| ▪ RCS Rollout NW MD CC and DC<br>2014                 | September – November     |
| ▪ RCS Rollout Southern MD DC                          | February 2015            |
| ▪ RCS Rollout Baltimore City and Central MD CC and DC | March – December<br>2015 |

### 2.3.4 Period of Performance

The Project Start date shall be within 30 days after contract award. Our goal is to have all of our locations using the new system by the end of 2015.

### 2.3.5 Travel

**Contractors will be expected to have access to a vehicle capable of transporting computer equipment to the locations.** There will be occasions where installations at 2 sites occur simultaneously, requiring each contractor to have use of a vehicle. Judiciary employee using state provided vehicles will accompany the contractors on large sites requiring multiple technicians. Mileage and toll re-imbursements should be invoiced to AOC and reimbursed in accordance with the Judiciary's travel policy.

### 2.3.6 Hours of Work

Hours of work are the normal operational hours plus those hours required for scheduled travel. The offeror is expected to conform to customer agency normal operation hours from 8:00am to 4:30pm (EST). Some installs may require arranging local lodging accommodations and traveling to the region the night before installation. The Department/Senior Manager must approve work prior to or after normal operation hours. Lodging re-imbursements should be invoiced to AOC and reimbursed in accordance with the Judiciary's travel policy.

### **2.3.7 Acceptance of Deliverables**

The end users must acknowledge acceptance of the system upgrades prior to leaving the site.

Department supervisors may acknowledge acceptance for the end users they supervise. In the event a user is not satisfied, and the contractor cannot rectify the problem in a timely manner and in accordance with our standards, the contractor shall contact the JIS Technical Lead or the Manager in the Micro/LAN Services department to seek direction.

### **2.3.8 Expertise Requirements**

- The Contractor shall provide personnel with demonstrated experience in:
  - Windows 7 use and troubleshooting
  - Workstation and user setup in an Active Directory environment
  - Working with non-technical users to ensure their expectations are met
  - Point of Sale or Electronic Cashiering system deployment
  - Documentation of project progress and anomalies

## **2.4 Performance Evaluation, Mitigation and Substitution**

### **2.4.1 PERFORMANCE EVALUATION**

JIS will evaluate Contractor personnel on a bi-monthly basis for each assignment performed during that period. Performance issues identified by JIS are subject to the mitigation process described in Section 2.5.2.

### **2.4.2 PERFORMANCE PROBLEM MITIGATION**

In the event the JIS is not satisfied with the performance of the Contractor Personnel, the mitigation process is as follows:

JIS will notify the Contractor in writing describing the problem and delineating remediation requirements. The Contractor will have three business days to respond to JIS Manager with a written remediation plan. The plan will be implemented immediately upon acceptance by the JIS Manager. Should performance issues persist, the JIS Manager may give written notice or request immediate removal of the assigned resource.

TO Contractor personnel can be removed due to non-performance or potential conflicts at the JIS Manager's discretion at any time during the duration of the contract.

### **2.4.3 SUBSTITUTION OF PERSONNEL**

The substitution of personnel procedures are as follows:

- a. The Contractor may not substitute personnel without the prior approval of the JIS Manager.

- b. To replace any personnel, the Contractor shall submit resumes of the proposed personnel specifying their intended and approved labor category.
- c. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the JIS Manager.
- d. The JIS Manager shall have the right to interview the proposed substitute personnel.
- e. After the interview, the JIS Manager shall notify the Contractor of acceptance or denial of the requested substitution.

### **2.4.3 CONTRACTOR DUTIES AND RESPONSIBILITIES**

The Contractor shall be responsible for providing on a continual basis staff as awarded for all assigned tasks as described in Section 2, the personnel required in this RFP within the timeframe required as specified. Assigned staff must wear DGS-issued identification cards with picture. Contractor shall cover expense of DGS-issued identification cards (currently \$15.00). Contractor shall ensure that identification cards are properly worn and displayed. Proposed staff must pass background investigation. AOC reserves the right to conduct independent background investigations of all contract staff prior to performance of services under this agreement. AOC reserves the right to terminate any staff that does not pass the AOC background investigation. AOC reserves the right to cancel this Agreement if Master Contractor fails to perform sufficient investigation and screening of staff.

### **2.4 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES**

The Contractor 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 JIS and/or the State of Maryland.. The Contractor 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:

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The Judiciary’s new Enterprise Architecture



## 2.5 Insurance

- 2.5.1 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.
- 2.5.2 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.
- 2.5.3 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.

2.5.4 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 other.

2.5.5 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 coverage's in the same amounts specified above.

## **2.6 Contractor Security Requirements**

- All Contractor personnel shall follow all applicable Judiciary and State security policies, laws, and regulations while working on the project.
- The Contractor shall coordinate staff on-site visitations with Judiciary staff.
- The Contractor shall comply with and adhere to the JIS Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Current and revised versions of the security policy are available on-line at: <http://mdcourts.gov/aoc/pdfs/jis-securitypolicystandards.pdf> The JIS reserves the right to monitor computer usage for compliance with its policies.
- The Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each employee performing services under the Contract. This background check must be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Contractor employee providing services on site at any location covered by this Contract. The AOC reserves the right to refuse to allow any Contractor's employee to work on State premises, based upon criminal record.

- All Contractor personnel assigned to work on this project shall submit to a fingerprint based criminal history background check prior to starting work and may be subject to rejection as the result of the check. Any person, who is working at the AOC's facilities or has access to identification and criminal data, must be approved by the AOC. The AOC CM will approve in writing any Contractor personnel assigned to work on this project before the performance of work.
- All Contractor personnel assigned to this project shall be monitored throughout the life cycle of this project and shall consent to such monitoring. Contractor's detection of any unlawful conduct must be reported to the AOC CM immediately for resolution.
- Situations that require Contractor employees to make "on site" visitations will need to be planned and coordinated with the CM.
- Any individual who is an employee or agent of the Contractor or any subcontractor shall display his or her company badges at all times while on Judiciary premises. Each such employee or agent upon request of Judiciary personnel shall provide additional photo identification.
- The AOC CM may impose additional restrictive conditions regarding the nature of prior criminal convictions and pending criminal charges that would result in an employee of Contractor not being permitted to work on Judiciary's premises. Upon receipt of the Judiciary's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to the Judiciary regarding the personnel working at or assigned to the Judiciary's premises. Contractor must notify the AOC CM of all charges filed against any employee or subcontractor's employee during this project.
- At all times, at any facility, the Contractor's personnel shall ensure cooperation with Judiciary site requirements to include being prepared to be escorted at all times, and providing information for obtaining a badge and wearing the badge in a visible location at all times.

## 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 An unbound original, so identified, and four 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 with the unbound originals technical or financial volumes, as appropriate.
- 3.2.3 Electronic media shall be a CD and bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

### 3.3 Submission

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

### 3.4 Volume I – Technical Proposal

- 3.4.1 Transmittal Letter: A transmittal letter must accompany the technical proposal. The 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 Offeror 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, four paper 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 Offeror's technical proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall allow Judiciary officials and the Evaluation Committee to "map" Offeror responses directly to RFP



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

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

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

3.4.5 Offeror Technical Response to RFP Requirements:

3.4.5.1 General. **If Offeror proposes to more than one resource, only one technical response covering corporate information is required along with multiple resumes and resource-related detail. Offeror must clearly identify each SOW section and specific resource being proposed.**

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

3.4.5.2 Offeror 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 Offeror's experience providing the services.
- Detailed resume and references of proposed candidate

3.4.5.3 References. Provide three (3) current customer references where the customer is similar in size to Maryland. 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 Offeror 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 Offeror's current certificates 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 Offeror in the Technical Proposal:

- 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 offeror warrants that it is able to provide evidence of insurance required by RFP Section 2.

## **3.5 Volume II - Financial Proposal**

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

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 Offeror that is most advantageous to the Judiciary, considering price and the evaluation factors set forth herein. In making this determination, technical factors shall receive greater weight than price factors.
- 4.1.2 The Offeror shall be evaluated on the proposed services according to the specifications outlined in this RFP.

### **4.2 Technical Criteria**

- 4.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:
- Experience and capabilities of proposed candidates, including references
  - Offeror corporate experience and capabilities, including references

### **4.3 Financial Criteria**

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

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

- 4.4.1 General Selection Process:
- 4.4.1.1 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.
- 4.4.1.2 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:

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

4.4.2.1 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 Offeror's proposal.

4.4.2.2 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.

4.4.2.3 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).

4.4.2.4 Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer shall recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the Judiciary considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror 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 A – STANDARD CONTRACT AGREEMENT**

**Contract number: K15-0006-29**

**MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS  
IT MIGRATION SUPPORT SERVICES  
STANDARD TERMS AND CONDITIONS**

This Contract is made this \_\_\_\_ day of \_\_\_\_\_ 2014, by and between the Administrative Office of the Courts (the “AOC”) in the State of Maryland and corporate name plus 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 IT support services (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 xxxxxx and all amendments and exhibits thereto (collectively referred to as the “RFP”)

Exhibit C: Contractor’s Proposal dated date of response and subsequent BAFO dated \_\_\_\_\_2014 (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**

Unless the Contract is terminated earlier as provided herein, the term of the Contract is the period beginning upon execution and ending one year thereafter. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including four additional successive one-year terms.

## **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 \$..... (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, disability, familial status, genetic information, and sexual orientation; (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 the date of the 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 § 10-617(d) of the State Government Article, Annotated Code of Maryland, and other laws relating to access to public records, including Maryland Rules of Procedure, Rules 16-1001 through 16-1011. If a request is made to review any records pertaining to this contract, the Contractor may be contacted, as

circumstances allow, to express its views on the availability of requested information. The final decision on release of any information rests with the AOC.

**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 subconsultant 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 § D, 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:** Gisela Blades

**Contractor:** specify

**SIGNATURES:**

In Witness Whereof, the parties have signed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**Contractor:**

\_\_\_\_\_ (SEAL)

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

Signature  
Authorized Representative

**Maryland Judiciary**

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

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

Gisela K Blades, Director  
Procurements and Contract Administration

**Approved for form and legal sufficiency this \_\_\_\_ day of \_\_\_\_\_, 2014**

\_\_\_\_\_  
David R. Durfee Jr.  
Executive Director, Legal Affairs

**Approved:**

\_\_\_\_\_

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

Pamela Harris  
State Court Administrator

**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):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**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):

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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):

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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):

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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 Offeror 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):

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)

**THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK**



**ATTACHMENT C – CONTRACT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_ and  
(Title)  
the duly authorized representative of \_\_\_\_\_ and  
(Name of Contractor)

that I possess the legal authority to make this Affidavit on behalf of myself and the contractor for which I am acting.

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

I FURTHER DECLARE AND AFFIRM that the Contractor 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 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:

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

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

\_\_\_\_\_  
(if not applicable, so state)

I FURTHER CERTIFY that, except as validly contested, the Contractor has paid or has arranged for payment of all taxes due to 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 Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

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: \_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Please print name)

**ATTACHMENT D – PRE-PROPOSAL CONFERENCE RESPONSE FORM**

**Project No. K15-0006-29**

**Project Title: IT Migration Support Services**

A Pre-proposal Conference will be held on Thursday, July 17, 2014 at 10:00 am local time at:

2003C Commerce Park Drive  
Annapolis, MD 21401  
Ground Floor Conference Room

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

Gisela Blades  
gisela.blades@mdcourts.gov

By [blank] on [blank] 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

**ATTACHMENT E – PRICE PROPOSAL FORM**

PRICE PROPOSAL FOR RFP #K15-0006-29  
LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate*	Total Hours Annually**	Total Proposed Price
(Insert Proposed Labor Category for Base Year One)			
	\$	2040	
(Insert Proposed Labor Category for Option Year One)			
	\$	2040	
(Insert Proposed Labor Category for Option Year Two)			
	\$	2040	
(Insert Proposed Labor Category for (Option Year Three)			
	\$	2040	
(Insert Proposed Labor Category for (Option Year Four)			
	\$	2040	
			\$

**Note: If proposing multiple resources, please provide individual price proposals for each candidate/labor category at 2040 hours per year.**

\*\*Estimated hours for evaluation purpose only, and do not constitute billing basis.

\_\_\_\_\_  
Authorized Individual Name/Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

**\*The Fully Loaded Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents.**

(This form is to be filled out by Offeror)

## ATTACHMENT F – NON-DISCLOSURE AGREEMENT

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2014, 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. K15-0006-29 \_\_\_\_\_ (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: \_\_\_\_\_

[Exhibit 1 dated: \_\_\_\_\_ ]



**EXHIBIT 1**  
**Contract #**

**CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO  
THE CONFIDENTIAL INFORMATION**

<b>Printed Name and Address of Employee or Agent</b>	<b>Signature</b>	<b>Date</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____