



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

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**IT Support Service Resources**

**Project K18-0003-29**

**ISSUED: April 28, 2017**

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

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

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

**THE JUDICIARY**  
**NOTICE TO OFFERORS/CONTRACTORS**

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

**Title: IT Support Service Resources**

**Project No: K18-0003-29**

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 Service Resources**

**PROJECT # K18-0003-29**

**RFP Issue Date:** April 28, 2017

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

**Procurement Officer:** Whitney Williams  
Maryland Judiciary, Administrative Office of the Court  
Department of Procurement, Contract & Grant Administration  
2003 C Commerce Park Drive  
Annapolis, MD 21401  
410-260-1581  
Whitney.williams@mdcourts.gov

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

**Pre-Proposal Conference:** May 11, 2017, 11:00AM  
2003 C Commerce Park Drive  
Conference Room  
Annapolis, MD 21401

**Closing Date and Time:** May 19, 2017, 12:00PM

**A. TABLE OF CONTENTS**

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

- 1.1 SUMMARY STATEMENT.....6
- 1.2 ABBREVIATIONS AND DEFINITIONS .....6
- 1.3 CONTRACT TYPE .....7
- 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.....9
- 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 BACKGROUND & SUMMARY .....12
- 2.2 OBJECTIVES .....12
- 2.3 STATEMENT OF WORK, ORACLE DATABASE ADMINISTRATORS (2 RESOURCES).....12
- 2.4 STATEMENT OF WORK, ORACLE PEOPLESFT DATABASE ADMINISTRATORS (2 RESOURCES).....13
- 2.5 STATEMENT OF WORK, SYSTEM ANALYST PROGRAMMER (3 RESOURCES).....15
- 2.6 STATEMENT OF WORK, APPLICATION DEVELOPMENT SPECIALIST (1 RESOURCE).....22
- 2.7 STATEMENT OF WORK, JAVA ENGINEER/ ANALYST (2 RESOURCES).....24
- 2.8 STATEMENT OF WORK, ORACLE PEOPLESFT FUNCTIONAL ANALYST- OTC LEAD (1 RESOURCE).....28
- 2.9 STATEMENT OF WORK, PEOPLESFT PROJECT MANAGER (1 RESOURCE).....29
- 2.10 CONTRACTOR'S RESOURCE REQUIREMENTS .....30
- 2.11 PERFORMANCE EVALUATION, MITIGATION, AND SUBSTITUTION.....31
- 2.12 INSURANCE.....32
- 2.13 CONTRACTOR SECURITY REQUIREMENTS.....34

**SECTION 3 – PROPOSAL FORMAT..... 36**

- 3.1 TWO PART SUBMISSION .....36
- 3.2 PROPOSALS.....36
- 3.3 SUBMISSION .....36

3.4	VOLUME I – TECHNICAL PROPOSAL.....	36
3.5	VOLUME II - FINANCIAL PROPOSAL.....	38
SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE .....		39
4.1	EVALUATION CRITERIA.....	39
4.2	TECHNICAL CRITERIA .....	39
4.3	FINANCIAL CRITERIA .....	39
4.4	SELECTION PROCESS AND PROCEDURES.....	39
ATTACHMENTS.....		40
	ATTACHMENT A – STANDARD CONTRACT AGREEMENT .....	42
	ATTACHMENT B – BID PROPOSAL AFFIDAVIT (AUTHORIZED REPRESENTATIVE AND AFFIANT) ..	52
	ATTACHMENT C – CONTRACT AFFIDAVIT .....	56
	ATTACHMENT D – PRE-PROPOSAL CONFERENCE RESPONSE FORM .....	58
	ATTACHMENT E – PRICE PROPOSAL FORM.....	59
	ATTACHMENT F – NON-DISCLOSURE AGREEMENT.....	61
	ATTACHMENT G- MARYLAND DEPARTMENT OF GENERAL SERVICES POLICE CONTRACTORS SECURITY CLEARANCE FORM.....	64

## 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 twelve resources (two Oracle Database Administrators, two Oracle PeopleSoft Database System Administrators, three Systems Analyst Programmers, one Application Development Specialist, two JAVA Engineer/Analysts, one Oracle PeopleSoft Functional Analyst- OTC Lead and one PeopleSoft Project Manager) to support 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).

All positions advertised in this solicitation are currently staffed, but must be re-solicited at this time. Offerors may propose to any or all staff positions. The AOC anticipates making multiple awards.

**The AOC reserves the right to disqualify any candidate proposed by multiple Offerors. Affected Offerors will be given three business days to submit a substitute.**

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

- a. Contract – The Contract attached to this RFP as Attachment A
- b. Contractor– The selected Offerors
- c. Local Time – Time in the Eastern Time Zone
- d. MBE – Minority Business Enterprise currently so certified by the Maryland State Department of Transportation.
- e. Offerors – An entity that submits a proposal in response to this RFP
- f. Procurement Officer – The Judiciary representative responsible for this RFP, for the determination of contract scope issues, and the only Judiciary representative who can authorize changes to the contract
- g. RFP – Request for Proposals for **K18-0003-29** dated **April 28, 2017**, including any and all amendments.
- h. Contract Manager– The Judiciary representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
- i. Judiciary business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days closed by order of the Chief Judge).

### 1.3 Contract Type

The Contract(s) that result from this RFP shall be based on Time and Material.

### 1.4 Contract Duration

**\*For positions listed in Sections 2.3-2.8\*** The Contract(s) resulting from this RFP shall begin July 1, 2017 and extend for a base period of one year ending on June 30, 2018. The Judiciary shall have the sole right to exercise up to four one-year renewal options at its discretion.

**\*For position listed in Section 2.9\*** The Contract resulting from this RFP shall begin July 1, 2017 and extend for a base period of six months ending on December 31, 2017. The Judiciary shall have the sole right to exercise up to three-six month 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:

**Whitney Williams  
2003 C Commerce Park Drive  
Annapolis, MD 21401  
410.260.1581  
Whitney.williams@mdcourts.gov**

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

### 1.6 Contract Managers

**For their respective areas:  
Steve Wanbaugh, Kim McPeters, Mylita Jacob, Rick Parker, Sherry Dean**

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

### 1.7 Pre-Proposal Conference

A Pre-Proposal Conference will be held on **May 11, 2017, beginning at 11:00AM, at 2003 C Commerce Park Drive, Annapolis, MD 21401**. Attendance at the Conference not is mandatory but recommended in order to facilitate better preparation of proposals.

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 **May 8, 2017 at 2:00PM**. The Conference Response Form is included as Attachment **D** to this RFP.

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

## **1.8 Questions**

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

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

One hard copy of each proposal (technical and financial) must be received by the Procurement Officer **no later than 12:00PM (local time) on May 19, 2017** in order to be considered. An electronic version of the Technical Proposal must be enclosed with the technical proposal. An electronic version of the Financial Proposal must be enclosed with the original Financial Proposal. All electronic versions must be labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

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

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

## **1.10 Duration of Offer**

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

## **1.11 Revisions to the RFP**

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

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offerors proposal in the Transmittal Letter accompanying the Technical Proposal



submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

### **1.12 Cancellations**

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

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

**Offerors will be asked to make selected candidates available for an in person interview.** We expect to schedule those no later than two weeks after proposal receipt. The Procurement Officer will notify selected Offerors of the time and location.

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

### **1.14 Incurred Expenses**

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

### **1.15 Economy of Preparation**

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

### **1.16 Protests/Disputes**

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

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

Neither multiple nor alternate proposals will be accepted.

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

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

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

### **1.19 Offeror Responsibilities**

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

### **1.20 Mandatory Contractual Terms**

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

### **1.21 Proposal Affidavit**

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

### **1.22 Contract Affidavit**

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

### **1.23 Minority Business Enterprises**

Minority Business Enterprises (MBE) are encouraged to respond to this solicitation notice. It is the goal of the Maryland Judiciary that certified MBEs participate.

There is no MBE Goal established for this solicitation.

#### **1.24 Arrearages**

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

#### **1.25 Procurement Method**

The Contract resulting from this RFP will be awarded in accordance with the competitive sealed proposals process.

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

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

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

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

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

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful 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 Background & Summary

Located in Annapolis, MD, JIS is comprised of six units including application development and support, hardware installation and maintenance, operation of the Data Center computer systems, and support of online case management and business applications at the District and Circuit Courts across the state.

The Judicial Information Systems division provides enterprise IT services to the Maryland Judiciary statewide.

### 2.2 Objectives

In order to stay abreast to the quickly changing field of technology and satisfy the needs of both the public and fellow Judiciary members, JIS continually takes on new projects to provide innovated solutions to the Courts. JIS' mission is to provide accurate, reliable and timely information technology services to the Maryland Judiciary. During times of major infrastructure and applications changes, this mission is best executed with the help of a contractor's resource. These resources are needed for their expertise and their assistance meeting deadlines and increasing overall customer satisfaction.

### 2.3 Statement of Work, Oracle Database Administrator (2 Resources)

#### 2.3.1 Background

The AOC is soliciting proposals to procure the services of two Oracle Database Administrators.

#### 2.3.2 Expertise Requirements

Offerors shall propose a candidate with the following skillsets:

- Install, configure, patch and upgrade Oracle 11g and Oracle 12c databases
- Manage, monitor, maintain, upgrade and patch 100 Oracle databases in a fast paced Production environment
- Expert knowledge of Oracle Database 11g and 12c with respect to installation, configuration, and administration.
- Must have 8-10 years of Oracle database administrator experience
- Experience with Oracle RAC databases and high availability architecture in test and production 24x7 environments.
- Allocate and expand ASM disk for all RAC databases
- Experience with RMAN backup and recovery tasks.
- Expert knowledge of Oracle Enterprise Manager regarding installation, configuration, patching and license management
- Experience with Oracle database auditing of privileges, roles, critical tables, and logging.
- Experience with UNIX scripting languages (korn and bash shell).
- Familiarity with IBM AIX UNIX and partitioned and virtual servers.

- Knowledge of Oracle database partitioning.
- Excellent diagnostic and tuning skills for resolving Oracle production database issues quickly.
- Experience with Oracle PeopleSoft database environments and methods to refresh dev, test, qa, uat, and training databases.
- Ability to write UNIX shell scripts to automate daily database refresh tasks.
- Oracle certification/training preferred.
- Experience in High Availability and Disaster Recovery environments
- Ability to work 24X7 as requested to support after hours maintenance and upgrade work
- Experience with Oracle Transparent Data Encryption and Data Masking
- Experience with Oracle Data Guard (active/passive and Active/active) and licensing
- Excellent communications skills and ability to document systems from an operational perspective.

### **2.3.3 Education**

Bachelor's degree in an IT related field from an accredited college or university is Preferred or 10 years of Oracle database administrator experience, Oracle RAC databases and high availability architecture in test and production 24x7 environments may substitute for the Bachelor's degree.

## **2.4 Statement of Work, Oracle PeopleSoft Database/ System Administrator (2 Resources)**

### **2.4.1 Background**

The AOC is soliciting proposals to procure the services of two Oracle PeopleSoft Database/ System Administrator.

### **2.4.2 Expertise Requirements**

Offerors shall propose a candidate with the following skillsets:

- Ability to manage, maintain, monitor, upgrade and patch over 100 Oracle databases in a fast paced 24x7 Production environment.
- Create and maintain all required Oracle databases and PeopleSoft application servers
- Expert knowledge of Oracle Database 11g and 12C with respect to installation, configuration, and administration. (10 years as a senior DBA)
- Experience in the management, configuration and installation of RAC databases in 12c environment
- Experience with management and expansion of Oracle ASM disk for all Oracle RAC databases
- Monitor, diagnose, tune and optimize Oracle database and application servers
- Expert experience with Backup, Recovery & cloning of Oracle databases
- Expert experience with Backup, Recovery and cloning of Oracle WebLogic and PeopleSoft application servers

- Excellent verbal and written communication skills
- Create & maintain Oracle database users, privileges and permissions
- Coordinate with Application Developers and Security personnel
- Install, patch and upgrade all PeopleSoft architectural components
- Install, patch and upgrade People Tools as requested ( 8.54, 8.55 and above)
- Install, patches and upgrades PeopleSoft applications
- Configures PeopleSoft components as required
- Monitor and maintain all PeopleSoft database and application server components.
- Monitor scheduled batch jobs and process monitor performance
- Perform PeopleSoft migrations from source system to Production.
- Configure and administer Audit log and security compliance
- Implement Transparent Data Encryption on critical tables
- Maintain functional IDs and passwords
- Ability to work 24X7 as requested to support after hours maintenance, upgrade and refresh work
- Perform environment refreshes as requested via automated scripts
- Import and export security and other components into refreshed environments as requested
- Ability to create training environments from production and mask and obfuscate all private data
- Experience of PL/SQL , SQL, Database Links and scripting languages
- Experience with AIX, Linux, and Virtualized Environments required
- Experience with Enterprise Manager, configuration installation, and associated tuning and Diagnostic Packs
- Experience with PeopleSoft Application Designer, Data Mover, and Security
- Experience with Load balancer and SSL offloading of Portal, ELM, HR, Finance, and SES
- Experience with People Tools 8.55 and above and PeopleSoft Application 9.2 and above ( Finance, HR, ELM, Portal)
- Experience with Data Guard (active/Passive and Active/Active)
- Experience with Oracle Licensing in dev, test, and production environments, and allocation of VM and resources and packs based on licensing
- Experience with Oracle Audit of Oracle databases regarding privileges, roles, profiles, and access logging for security compliance.
- Experience with WebLogic configuration screens for PeopleSoft applications.
- Experience in High Availability in PeopleSoft and Java based applications
- Ability to Write UNIX/LINUX scrips to perform database refresh tasks
- Experience with Oracle PeopleSoft Update Manager (PUM)
- Experience in Disaster Recovery solutions in a High Availability environment using Data Guard
- Oracle certification/training

### **2.4.3 Education**

Bachelor's degree in an IT related field from an accredited college or university is preferred or 10 years of Oracle database administrator experience, Oracle RAC databases and high

availability architecture in test and production 24x7 environments may substitute for the Bachelor's degree.

## **2.5 Statement of Work, System Analyst Programmer (3 Resources)**

### **2.5.1 Background**

The AOC is soliciting proposals to procure the services of three Systems Analysts Programmers:

- Systems Analyst Programmer – LEAD PROGRESS Programming Circuit Court Case Management, all related Modules and Integration Services
- Systems Analyst Programmer- Senior Systems Analyst/Programmer - PROGRESS Analysis conversion analysis and programming for Court Case Management Modernization and Statewide Public Web Access to Court data
- Systems Analyst Programmer - DBA/Sr. Programmer/Analyst - PROGRESS Programming Services UCS Accounting Module

### **2.5.2 Resource One:**

LEAD PROGRESS Programming Circuit Court Case Management, all related Modules and Integration Services

#### **2.5.2.1 Projects**

JIS requires the services of a CR to complete tasks for the following projects:

##### **2.5.2.1.1 PROGRESS Programing service to support the ongoing maintenance for Civil, Criminal and Juvenile UCS modules statewide:**

- Ad hoc reporting and system maintenance;
- Provide analysis and programming services for continued maintenance and support of circuit court Statewide, as well as localized Forms/Orders, DCM Plans, for UCS CMS.
- Lead Programmer/Analyst for Circuit Court CMS Enhancements as mandated by MD Rule and Legislation.
- Lead Programmer/Analyst providing analysis and programming for annual requirements provided by the Judicial Council in Support of Case Flow Assessment for circuit court CMS.
- Provide programming analysis and support for new requirements as needed across the circuit courts
- Lead Programmer/Analyst providing ALL support for the continued implementation of MAGS Application through 2020.
- UCS Help Desk Support

#### **2.5.2.1.2 Lead Statistical Reporting for Justice Partners (ongoing);**

- Provide CJIS Reporting Analysis and programming support for current CMS
- Work in conjunction with Interoperability TEAM providing technical as well as custom business rules for future conversions and implementation for systems modernization.
- Provide ongoing analysis and programming support updates to CJIS/MJIS
- Provide analysis and programming support for feed(s) to DPSCS for current CMS as mandated by changes to MD Rules and Legislation,
- Work in conjunction with Interoperability TEAM providing technical as well as custom business rules for future conversions and implementation for systems modernization.
- UCS Help Desk Support

#### **2.5.2.1.3 Lead Support of Domestic Violence Central Repository:**

- Provide support for replication process of the circuit court CMS DV Orders and data to DVCR ORACLE system;
- Provide PL/SQL support for DCVR data exchanges with DPSCS

#### **2.5.2.1.4 Case Management COTT system conversion Howard County:**

- Provide programming services for the conversion of Civil, Juvenile and Adoption cases to UCS database.
- Provide analysis and programming support for Washington, Calvert and Charles Legacy databases
- Provide analysis and programming services for UCS Schema upgrade to support the process new data and UCS functional performance.

#### **2.5.2.1.5 Lead Programmer Implementation of Docket Call for Circuit Court Applications:**

- Provide ALL analysis, development and programming services for "DALY Docket Call implementation throughout the Circuit Courts;
- Provide ALL analysis, development and programming services for "DALY Docket Call for existing users throughout the Circuit Courts;
- Provide ALL analysis and programming support of "INFAX" Docket Call for existing users throughout the Circuit Courts
- Provide analysis and technical support to ECR TEAM for modernization of Docket Call reporting and processing for future implementations
- Provide unit testing and integrated testing
- UCS Help Desk Support

#### **2.5.2.1.6 Ongoing Support & Maintenance for Progress after Imaging Statewide:**

- Assist DBA with the continued monitoring of all 22 databases, file extents, file sizes, database resources and database performance tuning;



- Assist DBA with the continued development of periodic maintenance procedures; (i.e. dump/load/Index Rebuilds)

#### **2.5.2.1.7 Ongoing Support MDEC Odyssey**

- Maintains and performs data extracts for circuit court CMS Conversions', utilized for data review and Production Odyssey rollouts;
- Provides programming support and analysis for continued data extracts of circuit court, CMS information utilized for data review and Production Odyssey rollouts;
- Provides MDEC Odyssey Support as assigned.
- Works in conjunction with and assists support manager as well as support team members providing technical support on a daily basis.
- Works in conjunction with and assists JIS managers as well as other JIS teams providing technical as well as business knowledge transfer on a daily basis.
- Provides the ability to develop, enhance and support Custom Tokens for MDEC Odyssey CMS, as well as provide assistance for other developers
- MDEC Odyssey Help Desk Support Experience/Skills Required

#### **2.5.2.2 Expertise/ Skills Requirements**

- Five years' experience programming in PROGRESS 4GL XWIN environment.
- 3 years current technical experience PROGRESS versions 6 thru 7x Database Administration
- 3-4 years' experience working with UNIX (AIX).
- Windows
- Strong analytical and programming skills of Case Management Systems.
- Experience with UNIX/AIX based, large scale applications.
- Microsoft Access Database experience
- ORACLE database and tools
- SQL, PL/SQL
- Java Script
- XML
- FTP
- Excellent teamwork skills a must

#### **2.5.2.3 Expertise/ Skills Preferred**

- Court Case Management application experience

#### **2.5.2.4 Education**

Bachelor's Degree in an IT related field from an accredited college or university, or 5+ years' experience programming in PROGRESS 4GL XWIN environment and 3+ years' in PROGRESS version 6 through 7.3x database administration may substitute for the Bachelor's degree.

### **2.5.3 Resource Two:**

Senior Systems Analyst/ Programmer- PROGRESS Analysis conversion analysis and programming for Court Case Management Modernization and Statewide Public Web Access to Court data

#### **2.5.3.1 Projects**

JIS requires the services of a CR to complete tasks for the following projects:

##### **2.5.3.1.1 PROGRESS conversion analysis and programming for Court Case Management Modernization and Statewide Public Access to Court data:**

- Senior analyst and support for conversion of UCS CMS to MDEC Odyssey CMS. Works in conjunction with Conversion Manager, vendor programming resources, Project Managers, as well as users. Responsible for legacy conversion programming, verification and quality assurance. Assists Conversion Manager in identification and understanding of the source data (100+ tables) and selection of the destination areas, screens and tabs in Odyssey where data will reside.
- Analyze, identify and map codes from Legacy to Odyssey. Requiring an understanding of the Legacy business processes and the correlation to Odyssey. Legacy codes reside in multiple databases and multiple systems, descriptions can be similar but not always an exact match in the target, understanding the implication and correct mapping is essential for successful conversion and strong working relationship with Vendor Conversion Team.
- Analyze and support UCS schema upgrades to replication processes, new data requirements and UCS functional performance;
- Assist and support Data Modeling design for upgrades to Statewide Web Inquiry Database;
- Lead Support analyst for Interoperability processes used by the Courts
- Provide programming services as needed

##### **2.5.3.1.2 MDEC Odyssey Support Specialist:**

- Security Specialist assists MDEC Security Specialist for new and existing Odyssey User Setups. Triage Odyssey Security issues, problems and concerns
- SME responsible for monitoring the incoming Support Incidents assigned to other analysts, assisting other support analysis with recommendations on handling incoming incidents

- Odyssey Configuration: Understands the principles behind court business processes and the configuration. Able to analyze problems and questions that arise for users and in general to help improve and discover oversights or gaps
- All aspects of MDEC Odyssey Support

#### **2.5.3.1.3 MDEC Conversion Specialist:**

- Works as conversion specialist with all aspects of MDEC conversion of UCS data to new Case Management System;
- Assisting MDEC Conversion Manager, Tyler Conversion Team and User Data Reviewers
- Contributes to MDEC Design Sessions
- Report, log, analyze and support conversion issues identified during the Pre-Implementation Data Review process, respond to analysis requests from Vendor Conversion Team, suggest solutions, provide business rule logic, test and approve implemented solutions for conversions.

#### **2.5.3.1.4 Implementation of New Docket Call Application for Circuit Court:**

- Analyze, Design and Development for new “DALY” Docket Call functionality throughout the Circuit Court
- Provide analysis for the support of “INFAX” functionality throughout the Circuit Courts;
- Provide unit and integrated testing
- Ongoing support as needed

#### **2.5.3.1.5 Ongoing Analysis for PROGRESS programming support of Civil, Criminal, Juvenile and other UCS modules statewide:**

- Analysis for the implementation of system modifications due to Legislation and changes in MD Rules;
- Analysis for new requirements and detailed specifications for UCS modules maintenance subject to approval;
- Lead analyst and programming support for Jury Trial Prayer module (xfer cases from District Courts)
- Provide PL/SQL and Java analysis and programming support in extracting and transmitting Warrant data to DPSC METERS system;
- Provide analysis and assistance for new and existing requirements for Domestic Violence Application including replication to DVCR, DV Reporting and ongoing support including legislative requirements.
- UCS Help Desk as needed

#### **2.5.3.2 Expertise/ Skills Requirements**

- Five years' experience programming in PROGRESS 4GL, XWIN environment.
- Three years technical experience PROGRESS versions 6 thru 8 Database Administration
- 3-4 years' experience working with UNIX (AIX).
- Windows
- Strong analytical and programming skills of Case Management Systems
- Experience with UNIX/AIX based, large scale applications
- Microsoft Access Database
- ORACLE database and tools
- SQL and PL/SQL
- XML
- Java Script
- FTP
- Good teamwork skills

### **2.5.2.3 Expertise/ Skills Preferred**

- Court Case Management application experience

### **2.5.3.4 Education**

Bachelor's Degree in an IT related field from an accredited college or university, or 5+ years' experience programming in PROGRESS 4GL XWIN environment and 3+ years in PROGRESS version 6 through 7.3x database administration may substitute for the Bachelor's degree.

### **2.5.4 Resource Three:**

DBA/ Sr. Programmer Analyst- PROGRESS Programming Services UCS Accounting Module

#### **2.5.4.1 Projects**

JIS requires the services of a CR to complete tasks for the following projects:

##### **2.5.4.1.1 Ongoing PROGRESS analysis and programming support for UCS Accounting Module:**

- Sr. Programmer Analyst responsible for all aspects of UCS Financials support, programming changes, requirements and modernization of Accounting Module.
- Sr. Programmer responsible for all UCS Financials balancing and integration with RCS, GEARS (BUS interoperability) and Odyssey for the Revenue Collections of existing as well as future implementations.
- Help Desk support for UCS Accounting and EOM balancing for legacy users

#### **2.5.4.1.2 Ongoing PROGRESS programing support for UCS Case Management statewide:**

- Ad hoc reporting and system maintenance;
- Ongoing programming support for Jury Trial Prayer (xfer from District Court to Circuit Court)
- Provide UCS enhancements as per changes in MD Rules and Legislation
- Development and programming for UCS modules maintenance.
- Ongoing support and maintenance of electronic reporting to MVA.
- Analysis, development and design of programming requirements for bulk data extractions to various entities
- Analysis and programming services for UCS Foreclosure Mediation Module
- Help Desk Support

#### **2.5.4.1.3 Ongoing PROGRESS/ MDEC Conversion Analysis and Programming Support for future as well as existing Odyssey Implementations:**

- Works in conjunction with JIS Conversion Mgr. and Conversions Specialists, Interoperability Mgr. and Specialists, troubleshooting, analyzing, massaging existing UCS data for future Odyssey Implementations.
- Works in conjunction with JIS Conversion Mgr. and Conversion Specialists analyzing, troubleshooting, and massaging data, as well as developing best practices on how to proceed with problem areas related to future conversions as well as converted data.
- Analysis, development and design of programming requirements for bulk data extractions to various entities
- Lead Analyst Programmer responsible for developing, programming, and debugging UCS Extracts for UCS to Odyssey CMS Conversions.
- Help Desk Support – Legacy and Odyssey as needed

#### **2.5.4.1.4 Ongoing DBA Support and Maintenance for Progress DB and Data Recovery (After-Imaging)**

- Lead Database Administrator for continued support of all requirements for all UCS Production and Training/Testing databases;
- Analysis and continued development of periodic maintenance procedures; (i.e. dump/load, index rebuilds.)
- Continuation of documentation of scripts for After Imaging Progress Backups
- Daily monitoring and tuning of AI file extents, file sizes and database resources.
- Continued support and analysis of After Imaging FTP files, and file locations
- Continued analysis, testing and support of strategies for Disaster Recovery restore process (streamlining)
- Help Desk Support for Database/Server issues related to UCS.

#### **2.5.4.1.5 Java, PL/SQL programming support for ORACLE Data Warehouse Bulk data requests and statistics (i.e. FBI stats)**

#### **2.5.4.2 Expertise/ Skills Requirements**

- Five year experience programming in PROGRESS 4GL, XWIN environment.
- Five years technical experience PROGRESS versions 6 thru 8 Database Administration.
- 3 - 4 years' experience working with UNIX (AIX), including scripting and maintenance.
- Windows
- Strong analytical and programming skills of Case Management Systems.
- Experience with UNIX/AIX based, large scale applications.
- Microsoft Access Database experience
- ORACLE and tools
- SQL and PL/SQL
- Java Script
- FTP
- XML
- Good teamwork skills.

#### **2.5.2.3 Expertise/ Skills Preferred**

- Court Case Management application experience

#### **2.5.4.4 Education**

Bachelor's Degree in an IT related field from an accredited college or university Education, or 5+ years' experience programming in PROGRESS 4GL XWIN and 5+ years in PROGRESS version 6 through 8 database administration may substitute for the Bachelor's degree.

### **2.6 Statement of Work, Application Development Specialist (1 Resource)**

#### **2.6.1 Background**

The AOC is soliciting proposals to procure the services of one Application Development Specialist. Ideal candidate will have the following capabilities:

- The proposed candidate must be able to work independently and in a team setting, offering technical support and mentoring to less experienced staff. This position requires the ability to multitask on several projects at once.
- The proposed candidate must have knowledge of computer and communication systems software design characteristics and capabilities; Cross-platform application integration program

experience; the functions and capabilities of multipurpose, multi-tasking computer systems and related data communication systems; database architecture and design.

- Must be knowledgeable in IMS data base design and functionality and be able to write batch and online (CICS) applications to access these databases. Data warehousing concepts are beneficial. Should be a creative thinker who possess strong technical problem solving and troubleshooting skills, able to work independently, strong interpersonal and communication skills, strong analytical skills, self-motivator and the ability to perform as the lead programmer for complex mainframe applications.
- In addition, skills in planning and evaluating new or revised systems software; assessing the impact of new or revised systems hardware and software on available or planned resources. With the ability to adapt to changing complex information technology principles, theories, and solutions. Ability to communicate effectively and to establish and maintain effective working relationships with peers, and technical internal staff. Ability to perform all essential functions of the position.

### **2.6.2 Expertise/Skills Requirements**

Offerors shall propose a candidate with the following skillsets:

- 8 years' experience designing, developing, testing, implementing and maintaining mainframe application programs using CICS and COBOL II, VSAM, and IMS.
- 2 years programming experience with J2EE 1.5, J2EE 1.4, JPA, JSF, EJB3 and Oracle Application Server
- Strong Knowledge of :
  - IBM JCL
  - TSO/ISPF
  - FILE AID
  - XPEDITER
  - General Knowledge of:
    - CA/Librarian
    - SDF II
    - QMF
    - SQL
    - MQSeries
    - Datastage – Event Publisher
    - UNIX/TELNET processing
    - DATASTAGE
    - ORACLE

### **2.6.3 CR Responsibilities/ Essential Functions**

- Analyzes, plans, designs, develops, implements, and maintains computer application systems in a variety of hardware/software environments to support the Court function.

- Designs and documents system test plans.  
Creates test data, QAs and tests new programs and program modifications.
- Conducts system tests.
- Designs procedures to solve complex problems based on user defined needs.
- Formulates and defines system scope and requirements.
- Responds to, identifies, researches, resolves and documents application system performance problems.
- Instructs, directs, and assists other programming analyst staff.
- Assists in the interpretation of program specifications, program design, and problem solving and develops code appropriately.

#### **2.6.4 Projects**

JIS requires the services of a CR to complete tasks for the following projects:

- Ongoing Application and Technical support for District and Circuit Court legacy systems to include legislative and law changes.
- Production support and problem resolution for legacy systems.
- Help Desk support for District Court Traffic, Criminal and Civil systems.
- Preparation for the Court of Special Appeals conversion to Odyssey.
- Create and run queries to provide statistical and informational requests.

#### **2.6.5 Education**

Bachelor's Degree in an IT related field from an accredited college or university preferred, or 8+ years' experience designing, developing, testing, implementing and maintaining mainframe application programs using CICS and COBOL II, VSAM, and IMS.

### **2.7 Statement of Work, JAVA Engineer/Analyst (2 Resources)**

#### **2.7.1 Background**

The AOC is soliciting proposals to procure the services of two JAVA Engineer/ Analyst.

#### **2.7.2 Resource 1**

**2.7.2.1** JIS requires the services of a JAVA Engineer/Analyst that has:

- Knowledge of technologies used in existing systems:  
Java EE 5, Java EE 6, Spring Framework, LDAP, JQuery, XML, JAXB, Hibernate, JavaScript, JSTL, Oracle SQL, Jasper Reports, JUnit, Web Services JAX-WS, SAX
- Knowledge of technologies for new interface and event-driven components:  
Java EE 5, Java EE 6, JAX-WS, XML, XSLT, JPA, JAXB, JUNIT, EJB, WSDL, DOM, SAX, JDOM, SoapUI, JDBC, SQL, JDOM



- Knowledge of the following technologies for Web Application: Java EE 6, JMeter, Jasper Reports, JavaScript, AJAX frameworks (jQuery), JSF, Log4j, 3rd party tag libraries (Trinidad), Prime Faces UI framework
- Domain knowledge of NIEM 2.0, ECF 4.0 and court related concepts and business activities. *(preferred)*

### **2.7.2.2 Expertise/Skills Requirements**

Offerors shall propose a candidate with the following skillsets:

- A minimum of 8 years of Java/J2EE programming experience
- Good communication and documentation skills are essential.
- Must have the ability to break down complex concepts into organized and concise units.
- Must be able to work in an agile, self-motivated environment with multiple, concurrent priorities.
- Good knowledge of object-oriented concepts, design patterns and UML notation.
- Solid experience with Reverse Engineering and Refactoring code.
- High level understanding of XML documents, syntax and validations.
- Complete knowledge of the W3C XML Schema (XSD) specifications.
- Ability to quickly evaluate, learn and prototype new technologies.

### **2.7.2.3 CR Responsibilities/ Essential Functions**

Analyzing, testing, debugging and repairing existing J2EE applications. Applications include, but are not limited to:

- DV Protection Orders Exchange and Web Application
- Warrant Exchange and Web Application
- MVA Exchange and Web Application
- GEARS Exchange and Web Application
- Attorney Information System (AIS)
- Case Search Index Processing
- Case Search and Secure Case Search Web Applications
- Court Docket Web Application
- Unidentified Funds Processing and Web Application
- Foreclosure Processing and Web Application
- E-Citation On-line Payment Processing

In addition, the CR shall be responsible for:

- Evaluating business rules and objectives in order to design new object oriented solution components within an SOA architecture. Preparing and implementing automated test solutions for each component.
- Evaluating event-driven integration requirements in order to design new J2EE integration interfaces.
- Preparing and implementing automated test solutions for each new interface.
- Analyzing User Interface requirements in order to design and implement new Web Applications.
- Preparing and maintaining documentation for all software development phases (Use Cases, Design Documents, UML, Technical Documentation)
- Packaging and configuring J2EE components for deployment across Development, Test and Production Environments. Components include web services, EJB, shared libraries, front-end Web
- Applications and stand-alone applications. Servers include Web Logic Application Server and Stand-Alone AIX Server(s). Configuration utilizes ANT scripts and includes Security configuration.

#### **2.7.2.4 Education**

BA/BS Degree in Computer Science from an accredited college or university is preferred. May substitute 10 years of Java/J2EE programming experience in place of the Degree.

#### **2.7.2.5 Contractor Resource (CR)'s Reporting Responsibilities**

Reporting: CR is required to following JIS time reporting standards and format. In addition to start/stop and total time worked, the CR is also required to keep a detailed log of their daily work- this log/status report is required to be submitted with monthly time reporting documentation. Invoices will not be paid if these two documents are not submitted.

#### **2.7.2.6 Place of Performance**

All work shall be performed at the Maryland Judiciary's JIS Department located at 2661 Riva Road, Suite 900, Annapolis, Maryland 21401, unless otherwise authorized.

#### **2.7.2.7 Hours of Work**

Hours of work are the normal operational hours of 8:00am to 4:30pm (EST). The

JIS Project Manager or Department/Senior Manager must approve work prior or after normal business hours.

### **2.7.3 Resource 2**

**2.7.3.1** JIS requires the services of a JAVA Engineer/Analyst that has:

- Knowledge of technologies used in existing systems:  
Java EE 5, Java EE 6, Spring Framework, LDAP, JQuery, XML, JAXB, Hibernate, JavaScript, JSTL, Oracle SQL, Jasper Reports, JUnit, Web Services JAX-WS, SAX
- Knowledge of technologies for new interface and event-driven components:  
Java EE 5, Java EE 6, JAX-WS, XML, XSLT, JPA, JAXB, JUNIT, EJB, WSDL, DOM, SAX, JDOM, SoapUI, JDBC, SQL, JDOM
- Knowledge of the following technologies for Web Application:  
Java EE 6, JMeter, Jasper Reports, JavaScript, AJAX frameworks (jQuery), JSF, Log4j, 3rd party tag libraries (Trinidad), Prime Faces UI framework
- Domain knowledge of NIEM 2.0, ECF 4.0 and court related concepts and business activities.  
*(preferred)*

#### **2.7.3.2 Expertise/Skills Requirements**

The Offeror shall propose a candidate with demonstrated experience in:

- A minimum of 8 years of Java/J2EE programming experience
- Good communication and documentation skills are essential.
- Must have the ability to break down complex concepts into organized and concise units.
- Must be able to work in an agile, self-motivated environment with multiple, concurrent priorities.
- Good knowledge of object-oriented concepts, design patterns and UML notation.
- Solid experience with Reverse Engineering and Refactoring code.
- High level understanding of XML documents, syntax and validations.
- Complete knowledge of the W3C XML Schema (XSD) specifications.
- Ability to quickly evaluate, learn and prototype new technologies.

#### **2.7.3.3 CR Responsibilities/ Essential Functions**

CR responsibilities include:

Analyzing, testing, debugging and repairing existing J2EE applications. Applications include, but are not limited to:

- Court Record NIEM Web Service
- Court Docket NIEM Web Service

- Attorney Information System (AIS)
- Case Search and Secure Case Search Web Application

In addition, the consultant shall be responsible for:

- Evaluating business rules and objectives in order to design new object oriented solution components within an SOA architecture. Preparing and implementing automated test solutions for each component.
- Evaluating event-driven integration requirements in order to design new J2EE integration interfaces.
- Preparing and implementing automated test solutions for each new interface.
- Analyzing User Interface requirements in order to design and implement new Web Applications.
- Preparing and maintaining documentation for all software development phases (Use Cases, Design Documents, UML, Technical Documentation)
- Packaging and configuring J2EE components for deployment across Development, Test and Production Environments. Components include web services, EJB, shared libraries, front-end Web Applications and stand-alone applications. Servers include Web Logic Application Server and Stand-Alone AIX Server(s). Configuration utilizes ANT scripts and includes Security configuration.

#### **2.7.3.4 Education**

BA/BS Degree in Computer Science from an accredited college or university is preferred. May substitute 10 years of Java/J2EE programming experience in place of the Degree.

## **2.8 Statement of Work, Oracle PeopleSoft Functional Analyst- OTC Lead (1 Resource)**

### **2.8.1 Background**

The AOC is soliciting proposals to procure the services of one Oracle PeopleSoft Functional Analyst- OTC Lead.

This position will be responsible for providing ongoing support of the PeopleSoft Financial Order-to-Cash modules of the Maryland Judiciary ERP system. Must have strong comprehensive knowledge and experience working with the order-to-cash modules, Billing, Accounts Payable, Accounts Receivables, and General Ledger modules in PeopleSoft Financials version 9.1/9.2.

### **2.8.2 Expertise/Skills Requirements**

Offerors shall propose a candidate with the following skillsets:

- 7+ years in strong background in FSCM 9.1 and later in Order-to-Cash, Billing, AR, GL, modules, chartfield configuration, and Query. FSCM 9.2 experience preferred.
- **Financials:** experience in 9.1/9.2 Billing, Accounts Payables, Accounts Receivables, General ledger, order-to-cash.

### **2.8.3 CR Responsibilities/ Essential Functions**

CR responsibilities include:

- Duties will include developing solutions to complex problems, trouble-shooting and resolving user issues by providing Tier 2 level support for both the business and field users.
- Perform application enhancement research, analysis, development, testing, and implementation.
- Act as the subject matter expert by providing guidance on best practices in the Billing, AR, AP and GL modules having a strong understanding of functional concepts, business processes and workflow.
- Strong experience in writing design, and requirements documents, test plans, as well as, performing integration testing. Experience in PeopleSoft system upgrade/patch testing and implementation.
- Must have excellent written and verbal communication skills and be able to clearly articulate ideas, solutions and recommendation at various levels like senior management, business users, and IT Team.

### **2.8.4 Education**

Bachelor degree in Accounting, or Business with emphasis on accounting policies and procedures. May substitute 4 years of accounting experience in place of an Accounting degree.

## **2.9 Statement of Work, PeopleSoft Project Manager (1 Resource)**

**\* Please note: Period of Performance for this position: July 1, 2017 through December 31, 2017 with 3 six month renewal options.**

### **2.9.1 Background**

JIS requires the services of a PeopleSoft Project Manager through the post-deployment and the maintenance phase of the PeopleSoft 9.2 ERP application upgrade of the Maryland Judiciary GEARS system. Resource will provide support and guidance to the GEARS O&M support team, the business domain areas (Procurement, and Department of Budget and Finance) and the GEARS field users during this upgrade effort.

### **2.9.2 Expertise/ Skills Requirements**

- Business analysis / training / customer support for Oracle’s PeopleSoft 9.2 Financial software modules including Procure to Pay, Order to Cash, Workflow, Record to Report (GL), Commitment Control and Comprehensive Security functionality
- PeopleSoft systems and security administration / configuration;
- Integration of PeopleSoft with external systems;
- PeopleSoft application management.
- 8 years documented experience in a PeopleSoft environment

### **2.9.3 CR Roles/Responsibilities**

- Provide Project planning, oversight and risk management of the PeopleSoft (PS) 9.2 ERP application system.
- Track and manage on-going enhancement and issue resolution.
- Manage and support weekly team meetings by preparing meeting agenda and other materials in advance. Lead discussion of tasks in progress, as well as issues, risks and planned enhancements; review upcoming migrations; coordinate tasks with DBA team.
- Resolve PTP and Security tickets working directly with user to resolve issue, or provide information/training.
- Help Desk management/triage/issue resolution -- Receive new tickets; assign to appropriate team member; ensure tickets are worked and resolved in a timely manner. Track open and complete tasks and provide management reports.
- Provide planning and support of Department of Budget and Finance Annual Accounting Day Event
- Provide status reports on open enhancement requests for Change Control Board meetings
- Manage Financial System SharePoint – ongoing administration of content and access.
- Manage the reporting, tracking and resolution of testing defects
- Provide Fiscal Year-End support to Procurement, DBF and the user community.
- Other duties as required.

### **2.9.4 Education**

Bachelor degree in Information Systems, Computer Science, Accounting, or Business Management is preferred or 8+ years’ experience in fields of Information Systems, Computer Science, Accounting or Business Management in place of Bachelor’s Degree.

Certification: PMP

<b>2.10 Contractor’s Resource Requirements</b>
--

**The following are applicable to all positions:**

#### **2.10.1 Contractor Resource (CR)’s Reporting Responsibilities**

Reporting: CR is required to following JIS time reporting standards and format. In addition to start/stop and total time worked, the CR is also required to keep a detailed log of their daily work- this log/status report is required to be submitted with monthly time reporting documentation. Invoices will not be paid if these two documents are not submitted.

### **2.10.2 Place of Performance**

All work shall be performed at the Maryland Judiciary's JIS Department located at 2661 Riva Road, Suite 900, Annapolis, Maryland 21401, unless otherwise authorized.

### **2.9.3 Hours of Work**

Hours of work are the normal operational hours of 8:00am to 4:30pm (EST), Monday through Friday. The JIS Project Manager or Department/Senior Manager must approve work prior or after normal business hours. Some weekend hours may be required.

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

### **2.11.1 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 2.11.2.

### **2.11.2 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.

### **2.11.3 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. The Contractor shall provide at least 2 weeks advance notice for replacement of staff.
- c. To replace any personnel, the Contractor shall submit resumes of the proposed personnel specifying their intended and approved labor category.
- d. 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.
- e. The JIS Manager shall have the right to interview the proposed substitute personnel.
- f. After the interview, the JIS Manager shall notify the Contractor of acceptance or denial of the requested substitution.

#### **2.11.4 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 Contract if Contractor fails to perform sufficient investigation and screening of staff.

#### **2.11.5 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

### **2.12 Insurance**

2.12.1 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.

2.12.2 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.

2.12.3 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.

2.12.4 The insurance required under sub-paragraphs (A), (B), (C) and (D) above shall provide adequate protection for the Contractor against claims which may arise from the Contract, whether such claims arise from operations performed by the Contractor or by anyone directly or indirectly employed by him, and also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to others.

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

## **2.13 Contractor Security Requirements**

### **Compliance with Judiciary Policies-**

-The Contractor, and all contractor and subcontractor personnel assigned to the Contract (contractor personnel), shall comply with all applicable Judiciary policies and procedures, as provided by the Judiciary Contract Manager (JCM), for the duration of the contract. This includes, but is not limited to, the JIS Information Security Policy which is available online at: <http://courtnet/jis/pdfs/jis-securitypolicystandards.pdf>. The Judiciary reserves the right to monitor all applicable computer and electronic equipment usage for compliance with its policies.

### **Access and Background Checks-**

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

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

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

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

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

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

-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. An approved CJIS State criminal background check shall be completed prior to the Contractor personnel providing services on this Contract. The Maryland Judiciary reserves the right to refuse to allow any contractor personnel to work on Judiciary premises, systems, property or contracts, based upon criminal records.

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

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

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

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

Judiciary building or personal security incident- Deputy Director of Security Administration  
The contractor personnel shall cooperate fully in all security incident investigations.

#### **Access to Judiciary Information Technology Systems--**

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

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

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

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

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

## SECTION 3 – PROPOSAL FORMAT

### 3.1 Two Part Submission

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

### 3.2 Proposals

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

### 3.3 Submission

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

### 3.4 Volume I – Technical Proposal

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

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

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

3.4.5 Offerors Technical Response to RFP Requirements:

3.4.5.1 General

**Offerors may only propose ONE candidate per position, and may propose to one or any/all of positions offered. If Offeror proposes to more than one position, 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’s response should highlight and concentrate on resumes (with references) of the proposed resources.**

Offerors 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 Offerors agreement to a requirement, the Offerors shall state agreement or disagreement. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offerors should outline how the Offerors can fulfill the requested tasks in a manner that best meets the Judiciary’s needs.

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

- An overview of the Offerors experience providing the services.
- 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 the RFP scope. Provide the following information for each client reference:

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

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

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

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

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

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

## **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 Offerors must submit an original unbound copy and one electronic copy of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment E. Information which is claimed to be confidential is to be clearly identified in the Offerors Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal.

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

## SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

### 4.1 Evaluation Criteria

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

### 4.2 Technical Criteria

- 4.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:
- Experience and capabilities of proposed candidate, 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:
- 4.4.1.2 The Contract shall be awarded in accordance with the competitive sealed proposals process under the Judiciary’s Procurement Policy. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.
- 4.4.1.3 Accordingly, the Judiciary may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the Judiciary also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the Judiciary may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.
- 4.4.2 Selection Process Sequence:
- 4.4.2.1 The first level of review shall be an evaluation for technical merit by the selection committee. During this review, oral presentations and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the Judiciary’s requirements and the Offerors ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the Judiciary.
- 4.4.2.2 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offerors proposal.

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

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



## ATTACHMENTS

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

## ATTACHMENT A – STANDARD CONTRACT AGREEMENT

**Contract number: K18-0003-29**

### **MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS IT Support Service Resources**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the Administrative Office of the Courts (the “AOC”) in the (**Contractors Name and Address**) (the “Contractor”) with Federal Taxpayer Identification Number **XX-XXXXXXX**.

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the AOC and the Contractor agree as follows:

#### **1. Scope of Contract**

- 1.1 The Contractor shall provide **Goods and 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 (**Enter RFP Date**) and all amendments and exhibits thereto (collectively referred to as the “RFP”)

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

- 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 shall begin July 1, 2017 and extend for a base period of one (1) year terminating on June 30, 2018. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to four (4), one (1) year renewal options as its discretion.

## **3. Consideration and Payment**

- 3.1 In consideration of the satisfactory performance of the Goods and Services, the AOC shall pay the Contractor in accordance with the terms of this Contract and at the rate specified in the Proposal. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to the original form of this Contract may not exceed \$XXXXXXXX (the "NTE Amount").
- 3.2 All invoices shall be submitted within 30 calendar days after the completion and acceptance by the AOC for each deliverable and include the following information: name and address of the AOC; vendor name; remittance address; federal taxpayer identification or (if owned by an individual) his/her social security number; invoice period; invoice date; invoice number; amount due; and the deliverable ID number for the deliverable being invoiced. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the requested information.
- 3.3 Payments to the Contractor for each deliverable shall be made no later than thirty days after the acceptance of the deliverable and receipt of a proper invoice from the Contractor. Charges for late payment of invoices are prohibited.
- 3.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with this Contract. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. Final payment shall not be construed as a waiver or termination of any rights and remedies available to AOC for any failure of Contractor to perform the Contract in a satisfactory and timely manner.

#### **4. Warranties**

The Contractor hereby represents and warrants that:

- 4.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;
- 4.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 4.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- 4.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

#### **5. Patents and Copyrights, if applicable**

- 5.1 If the Contractor furnishes any design, device, material, process, code, or other item that is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license for AOC's use of such item or items.
- 5.2 The Contractor shall defend or settle, at its own expense, any claim or suit against the State, AOC, or their employees acting within the scope of employment, alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also shall pay all damages and costs that by final judgment might be assessed against the State, AOC, or their employees acting within the scope of employment, due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit.
- 5.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, at its option and expense: a) procure for the AOC the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.
- 5.4 If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, code, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the AOC, its Officers, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by any Contract awarded.

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

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

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

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

## **8. Disputes**

Any claim regarding the proper interpretation of this Contract shall be submitted, in writing, to the Procurement Officer, together with a statement of grounds supporting the Contractor's interpretation. Pending resolution of a claim by the Procurement Officer, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. An adverse decision to the Contractor may be appealed by the Contractor to the Appeals Board within 15 days of the Procurement Officer's decision.

## **9. Maryland Law**

The place of performance of this Contract shall be the State of Maryland. This Contract shall be performed, construed, interpreted, and enforced according to the laws of the State of Maryland, including State Government Article § 12-204. No action relating to this contract shall be brought in any forum other than Maryland, whether or not the AOC and State are parties to such an action.

## **10. Amendments**

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

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

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

## **12. Contingent Fee Prohibition**

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

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

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

### **14. Termination for Cause**

If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the AOC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the AOC's option, become the AOC's property. The AOC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination, and the AOC can affirmatively collect damages.

### **15. Termination for Convenience**

The performance of work under this Contract may be terminated by the AOC in accordance with this clause in whole or, from time to time, in part whenever the AOC determines that such termination is in the AOC's best interest. The AOC will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

### **16. Delays and Extensions of Time**

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays

that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of an AOC contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

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

The AOC unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the AOC's convenience.

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

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

#### **19. Financial Disclosure**

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

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

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

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

The Contractor shall cooperate fully with any audit conducted by the State. The Contractor shall retain and maintain all records and documents relating to this Contract for five (5) years after final payment by the AOC hereunder and shall make them available for inspection and audit by authorized representatives of the State and AOC, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

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

By submitting cost or price information, the Contractor certified to the best of its knowledge that the information submitted was accurate, complete, and current as of the Proposal date. 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 the General Provisions Article, § 4-101 et seq., Annotated Code of Maryland and other laws relating to access to public records, including, Maryland Rules of Procedure, Rules 16-901 through 16-912. If a request is made to review any part of a proposal the Contractor may be contacted, as circumstances allow, to express its views on the availability of requested information, however, the final decision on release of any information rests with the Judiciary.

## **26. Conflict of Interest**

- 26.1 "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State or the AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.



26.2 "Person" includes a contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

26.3 The Contractor warrants that, except as disclosed in Section 26.4 below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

26.4 The following facts or circumstances give rise or could in the future give rise to a conflict of interest (Contractor: explain details-attach additional sheets if necessary; **if none, so state:**

---

---

---

---

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: Whitney Williams  
Maryland Judiciary, Administrative Office of the Courts  
2003 C Commerce Park Drive  
Annapolis, MD 21401  
410-260-1581**

**Contractor: Specify**



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

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

**D. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

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

---

---

---

**E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

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

---

---

---

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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

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

\_\_\_\_\_

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

I. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

**J. ACKNOWLEDGEMENT**

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

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

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

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

**ATTACHMENT C – CONTRACT AFFIDAVIT**



**CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

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

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

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

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

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

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is: **if none, so state):**

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

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

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

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as: **if none, so state):**

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



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

**C. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**D. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

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

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

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

By: \_\_\_\_\_  
(Printed name of Authorized Representative and Affiant)

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

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

**Project No. K18-0003-29**

**Project Title: IT Support Service Resources**

**Pre-Proposal Conference: May 11, 2017 at 11:00AM  
2003 C Commerce Park Drive  
Conference Room  
Annapolis, MD 21401**

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

Whitney.williams@mdcourts.gov

By **May 8, 2017 at 2:00PM** 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**

**IT SUPPORT SERVICE RESOURCES PRICE PROPOSAL K18-0003-29**

<b>Labor Categories</b>	<b>A</b>	<b>B</b>	<b>C</b>
	<b>Hourly Labor Rate*</b>	<b>Total Hours Annually**</b>	<b>Total Proposed Price</b>
(Insert Proposed Labor Category for Base Year One- Sections 2.3-2.8 )			
	\$	2080	
(Insert Proposed Labor Category for Option Year One- Sections 2.3-2.8)			
	\$	2080	
(Insert Proposed Labor Category for Option Year Two- Sections 2.3-2.8)			
	\$	2080	
(Insert Proposed Labor Category for (Option Year Three- Sections 2.3-2.8)			
	\$	2080	
(Insert Proposed Labor Category for (Option Year Four- Sections 2.3-2.8)			
	\$	2080	
(PeopleSoft Project Manager for Base Six Months- Section 2.9)			
	\$	1040	
(PeopleSoft Project Manager for First Six Month Option- Section 2.9)			
	\$	1040	
(PeopleSoft Project Manager for Second Six Month Option- Section 2.9)			
	\$	1040	
(PeopleSoft Project Manager for Third Six Month Option- Section 2.9)			
	\$	1040	
<b>Total Evaluated Price</b>			<b>\$</b>

---

Authorized Individual Name/Date

---

Company Name

---

Title

---

Company Tax ID #

**Note: If proposing multiple resources for positions listed in sections 2.3-2.8, please provide individual price proposals for each candidate/ labor category at 2080 hours per year.**

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

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

## ATTACHMENT F – NON-DISCLOSURE AGREEMENT

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 2017, 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. **K18-0003-29** \_\_\_\_\_ (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 a 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: \_\_\_\_\_

**ATTACHMENT G – Maryland Department of General Services Police Contractors Security Clearance Form**

*Lawrence J. Hogan, Jr.*  
Governor

*Boyd K. Rutherford*  
Lt. Governor



*C. Gail Bassette*  
Secretary

*Michael S. Wilson*  
Chief of Police

MARYLAND DEPARTMENT OF GENERAL SERVICES

MARYLAND CAPITOL POLICE

**CONTRACTORS SECURITY CLEARANCE**

Application / Employee Information

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

**Company Information**

1. NAME OF COMPANY: \_\_\_\_\_
2. ADDRESS OF COMPANY: \_\_\_\_\_
3. COMPANY TELEPHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_
4. Judiciary Location: \_\_\_\_\_ Task \_\_\_\_\_

**Background Check**

THE ABOVE CONTRACTOR HAS PASSED A MARYLAND JUDICIARY BACKGROUND CHECK.



AUTHORIZED COORDINATOR: \_\_\_\_\_  
(First) (Last)

*For Office Use Only*      NEW     RENEWAL     LOST

SIGNATURE: \_\_\_\_\_

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

SCPC SIGNATURE \_\_\_\_\_      DATE \_\_\_\_\_

