

**STATE OF MARYLAND**

**MARYLAND JUDICIARY**

**ADMINISTRATIVE OFFICE OF THE COURTS**

**MARYLAND JUDICIAL CENTER  
580 TAYLOR AVENUE, 4th FLOOR  
ANNAPOLIS, MARYLAND 21401**

**REQUEST FOR PROPOSAL  
NO. K10-0017-29**

**Revenue Collection System (RCS) – Cashiering**

**Date of Issuance: March 26, 3009**

**Bid Due Date and Time: April 28, 2009**

**WARNING:** Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. A prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

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### **Attachments:**

- Attachment 1: RCS Functional and Technical Requirements
- Attachment 2: Current Environment Report
- Attachment 3: MD Judiciary Cashiering Systems Overview
- Attachment 4: AOC Target Architecture and Executive Overview

## **SECTION I GENERAL INFORMATION**

### **A. Summary Statement**

The Maryland Judiciary is issuing this Request for Proposal to enter into an agreement with a vendor who can provide the complete range of requirements described in Section II (Specifications) in addition to the Functional and Technical Requirements described in Attachment 1. Third party applications for the cashiering system will also be considered but must be fully disclosed in the RFP response.

The Judiciary is seeking responses from vendors who can demonstrate that they possess the organizational, functional, and technical capabilities to perform the services, and meet or exceed the requirements and service levels specified herein.

The Judiciary intends to move aggressively to replace the current aggregation of standalone cashiering machines with an integrated, enterprise wide cashiering solution that will be used by both District and Circuit Courts to perform revenue collection and accounting reporting functions. Three primary goals of the project are to minimize the number of modifications to the new cashiering system, ensure seamless integration between the new cashiering system and the Judiciary's new enterprise resource planning (ERP) system, and provide a smooth transition from the current revenue collection and financial system to the new system. Business processes will be evaluated in comparison to best practice initiatives, organizational business objectives, and operational requirements.

### **B. No Obligation**

This inquiry implies no obligation on the part of the State of Maryland or the Maryland Judiciary.

### **C. Respondent's Agent**

This Proposal must be signed by an owner, partner, or in the case of the corporation, the President, Vice President, Secretary, or other corporate officer(s). To be signed by any other official, a Power of Attorney must be attached to the bid.

Your signature on the signature page of this bid form hereby provides the State of Maryland - Maryland Judiciary your acknowledgment and acceptance of these "Conditions" and the execution of same during the discharge of any succeeding contract.

It shall be clearly understood that by submitting a bid in response to this solicitation, a bidder shall be deemed to have accepted all terms, conditions and requirements set forth in these specifications, terms and general conditions, unless otherwise clearly noted and explained in its

bid.

D. Procurement Office Mailing Address

**Proposals shall be addressed to:  
ATTN: LISA PETERS  
Procurement and Contract Administration  
Administrative Office of the Courts  
Maryland Judicial Center  
580 Taylor Avenue, 4th Floor  
Annapolis, Maryland 21401**

E. Questions/Inquiries

The sole point of contact in the Maryland Judiciary for purposes of this RFP are the Procurement Officers, Lisa Peters or Raymond Mack, of the Procurement and Contract Administration Department.

All questions shall be submitted in writing to Lisa Peters (410-260-1265) or Raymond Mack (410-260-1410) and must be received no later than five days prior to the bid due date. Written responses shall be provided and e-mail submissions of questions are preferred. Questions will be accepted by FAX at (410) 260-1749 or e-mail at [lisa.peters@mdcourts.gov](mailto:lisa.peters@mdcourts.gov).

F. Closing Date

One (1) original and Twelve (12) copies of the proposal shall arrive at the aforementioned office on or before **April 28, 2009, no later than 12:00 P.M.**, in order to be considered. Offerors who mail proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Office. Proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered. Proposals are to be marked **RFP NO. K10-0017-29; Revenue Collection System (RCS) - Cashiering**, on the outside of the envelope. The proposal containing the original signatures shall be marked "ORIGINAL."

Additionally, one copy of the technical volume of the RFP response must be provided in PDF format on a CDROM and one copy of the price proposal should be included in a separate sealed envelope marked **Price Proposal Volume - RFP NO. K10-0017-29**.

G. Pre-Proposal Conference and Site Visit

Pre-proposal conference will be held on April 8, 2009 at 10:00 A.M. at the Judicial Education and Conference Center, 2011D Commerce Park Drive, Annapolis, Maryland 21401.

#### H. Proposal Opening

The Procurement Office shall hold all proposals and modifications in a secure place until the due date, after which time the proposals and modifications, if any, will be opened in the presence of at least two State employees and a register of proposals will be prepared.

#### I. Duration of Proposal Offer

Proposals shall be valid and irrevocable for 180 days following the closing date for this RFP. This period may be extended by written agreement between an Offeror and the AOC Procurement Officer.

#### J. Addenda to the RFP

If the AOC Procurement Officer finds it necessary to revise any part of this RFP, an addendum will be provided to all contractors known to have received the RFP. Acknowledgment of the receipt of all amendments, addenda, and changes if issued shall be returned to the Procurement Officer, in writing, with the proposal.

#### K. Cancellation of RFP

The AOC Procurement Officer may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

#### L. Incurred Expenses

Neither the State or the AOC or any of their officers or employees shall be responsible for any cost incurred by any Offeror in preparing and/or submitting a proposal.

#### M. Economy of Preparation

Proposals should be prepared simply and economically, providing a concise and straightforward description of the Contractor's offer to meet the requirements set forth in the RFP.

#### N. Public Information Act Notice

Offerors shall give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State pursuant to § 10-617(d) of the State Government Article, Annotated Code of Maryland, or other law relating to access to public records.

O. Subcontractors

The AOC will enter into an agreement with the selected offering Contractor(s) only. The selected Contractor(s) shall be responsible for all products and services as required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to this proposal shall be included at the time of the proposal opening.

P. Type of Contract

The contract resulting from this RFP will be a fixed-price contract.

Q. Mandatory Terms and Conditions for Contracts

Any contract resulting from this RFP will contain the Mandatory Terms and Conditions for Contracts included in **Appendix 1**. Additionally, this RFP, including the Statement of Work, and the successful Offeror's proposal will be incorporated by reference and made a part of the contract.

R. Proposal Affidavit

Each proposal shall include a completed Proposal Affidavit. A copy of the affidavit is included in **Appendix 2** of this RFP for the convenience of Offerors.

S. Conflict of Interest Affidavit and Disclosure

All prospective vendors that submit a response to this solicitation shall complete **Appendix 3** to this solicitation, titled *Conflict of Interest Affidavit and Disclosure*. In this solicitation the term "Conflict of interest" means that, because of other activities or relationships with other persons: (i) A person is unable or potentially unable to render impartial assistance or advice to the State; (ii) The person's objectivity in performing the contract work is or might be otherwise impaired; or (iii) A person has an unfair competitive advantage.

Offerors should be aware that if the procurement officer makes a determination before award that facts or circumstances exist giving rise or which could in the future give rise to a conflict of interest, the procurement officer may reject a bid or offer and that after award, the State may terminate the contract, in whole or in part, if it considers termination necessary to avoid an actual or potential conflict of interest. If the contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest before or after award and did not disclose it or misrepresented relevant information to the procurement officer, the State may terminate the contract for default, institute proceedings to debar the contractor from further State contracts, or pursue other remedies as may be permitted by law or the contract. If the conflict of interest involves an employee of the judiciary, disciplinary action may be taken against the employee.

T. Contract Affidavit

Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Contract Affidavit is included in **Appendix 4** of this RFP for information purposes only. The Contract Affidavit is not required to be submitted with this proposal.

U. Minority Business Enterprises

Minority Business Enterprises are encouraged to respond to this solicitation notice. It is the goal of the Maryland Judiciary that certified minority business enterprises participate on Judiciary's supply, maintenance, general miscellaneous and service procurements.

An MBE subcontract participation goal of **Fifteen (15%)** of the total current amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this amount of the contract will be performed by minority business enterprises.

If a MBE Subcontractor Participation Goal is designated for this solicitation, respondents are required to submit, as part of the bid/proposal package, the forms specified below. Failure to furnish the required forms may result in the bid/proposal being deemed non-responsive.

- \* MJ-EEO-03 – Schedule for participation of Minority Business Enterprise
- \* MJ-EEO-04 – Minority Contractor Project Disclosure and Participation Statement

## **SECTION II SPECIFICATIONS**

### **A. GENERAL**

The Maryland Judiciary is soliciting competitive sealed proposals from qualified firms to provide Cashiering and Cash Management Solutions, in order to assist the Judiciary in minimizing the risks associated with implementing an enterprise wide system, the Judiciary requires key deliverables be developed and maintained as well as certain milestones met by the cashiering system vendor. In addition to minimizing risks, the deliverables and milestones described below will assist the Judiciary and the cashiering vendor in managing the project to complete mission critical tasks.

### **B. BACKGROUND**

The Maryland Judiciary is the judicial branch of the Maryland state government and consists of four levels of courts: two trial courts and two appellate courts. The function of a trial court is to consider evidence in a case and to make judgments based on the facts and underlying law and legal precedents, which may result in the awarding of monetary damages or other relief in a civil case, or the imposition of imprisonment or fines in a criminal case. The Appellate courts, on the other hand, review a trial court's actions and decisions in given cases and decide whether the trial judge properly followed the law and legal precedent. As such, revenue for the Maryland Judiciary is collected through the trial courts, which consists of District Courts and Circuit Courts.

The District Court of Maryland has 34 locations in 12 districts statewide. The District Court hears both civil and criminal cases involving claims up to \$30,000, and has exclusive jurisdiction over peace order cases and landlord/tenant, replevin (recovery of goods claimed to be wrongfully taken or detained), and other civil cases involving amounts at or less than \$5,000. The District Court also handles motor vehicle/boating violations and other misdemeanors and limited felonies. The District Courts operate under a unified administrative governance structure or system.

The Circuit Courts of Maryland, located in all 23 counties and Baltimore City, unlike the District Court, historically have had greater autonomy since each circuit court is run by an elected official who serves as the administrative head. Circuit courts generally handle the State's major civil cases and more serious criminal matters, along with juvenile cases, family matters such as divorce, and most appeals from the District Court, orphans' courts and administrative agencies. The circuit courts can also hear cases from the District Court (civil or criminal) in which one of the parties has requested a jury trial, under certain circumstances.

The Administrative Office of the Courts (AOC) oversees and implements court policies



established by the Chief Judge, the Court of Appeals, and the General Assembly. Its responsibilities include personnel administration, preparation and administration of the Judiciary budget, planning, research, and court support personnel. The Judicial Information Systems (JIS), an entity under the AOC, is the Information Technology arm of the Judiciary.

**Project Approach**  
**Terms and Abbreviations**

Name	Description
<b>BDMP</b>	Berry, Dunn, McNeil & Parker
<b>Business Process</b>	An action taken in the course of conducting business. Whether manual or automated, all processes require input and generate output. Depending on the level of viewing and modeling, a process can be a single task or a complicated procedure such as building a product.
<b>Contractor</b>	Berry, Dunn, McNeil & Parker
<b>ERP</b>	Enterprise Resource Planning. An integrated information system that serves all departments within an enterprise. Evolving out of the manufacturing industry, ERP implies the use of packaged software rather than proprietary software written by or for one customer.
<b>Functional Area</b>	One of four major component areas identified by the Judiciary that are expected in a new cashiering system.
<b>Functional and Technical Requirements</b>	Detailed requirements for the future Revenue Collection System developed by the Judiciary. (See Attachment 1).
<b>Integration Points</b>	Software points that enable one application to communicate with another on an ongoing basis.
<b>IT</b>	Information Technology
<b>JIS</b>	Judicial Information Systems or the Judiciary’s Department of Information Technology
<b>Judiciary</b>	The Maryland Judiciary
<b>RFP</b>	Request for Proposal. A document that invites a vendor to submit a bid for hardware, software and/or services.
<b>Vendor</b>	Software company that proposes cashiering software, hardware, and or services to the Judiciary.

**Table 1: Terms and Abbreviations**

In the fall of 2008 the Judiciary procured assistance from an independent and objective consulting firm, Berry, Dunn, McNeil and Parker (BDMP) to assist with documenting the current business processes and defining the requirements necessary to replace the current Judiciary revenue collection system with a commercial-off-the-shelf cashiering system specifically designed for the State Courts and/or similar public sector entities. Currently, the Judiciary has a variety of mostly standalone cashiering machines or systems in both District and Circuit Courts for revenue collection, as well as a variety of spreadsheets and

applications for performing daily accounting tasks. The computer systems supporting the revenue collection and accounting functions are technologically outdated, have limitations in their capabilities, and are not integrated with the centralized accounting system.

The Judiciary met internally to document the business functions and processes that currently exist for revenue collection and the systems that are in place to support them. A structured methodology was employed that included conducting interviews and group work sessions with Judiciary personnel to supplement research and clarify points identified during the review of existing documentation provided by the Judiciary. Particular emphasis was placed on understanding the business processes that were critical or unique to the Judiciary.

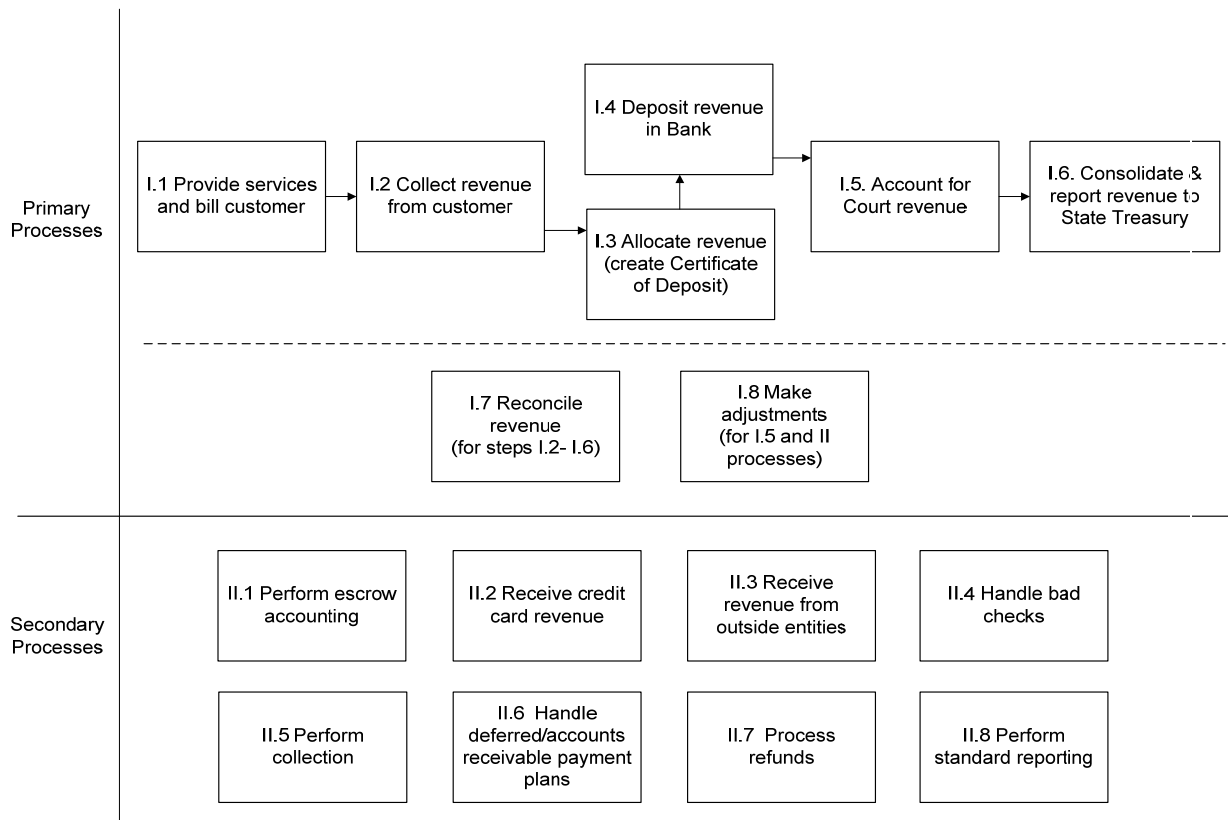
A review of system documentation, and existing system functionality and potential areas of improvement for the future system was conducted with the IT department that supports the existing revenue collection and cashiering systems. Interviews and research was conducted with four state Judiciaries to learn about best practices, requirements, procurement approach, implementation strategy, etc. for State Court revenue collection systems.

As a result of the analysis and research conducted, i.e., initial review of Judiciary documentation, interviews with Judiciary staff and peer research, a list of Functional and Technical Requirements for the new cashiering system was developed. The Judiciary reviewed the requirements, and this process resulted in a comprehensive list of requirements for assessing prospective systems' level of fit with the Judiciary's needs, which forms the basis for this RFP. The functional and technical requirements are included as Attachment 1.

### **Current Revenue Collection Business Processes**

Figure 1.0 below provides an overview of the Judiciary's current major revenue collection and local accounting processes for both Circuit and District Courts. The processes are categorized as either a primary or secondary process. Primary processes are those processes with which the courts collect and account for revenue on a daily basis. The secondary processes illustrate alternative methods of collection or exceptional events, such as revenue collection with credit cards (alternative method of collection, as opposed to cash and checks) and returned checks, where the Courts usually make an adjustment to their books, whether positive or negative, to increase or decrease their revenue. Although variation exists between the Circuit Courts and the District Courts for each of these processes, both Courts perform essentially all these processes to accomplish the same business function. Below is a high-level description of the primary and secondary processes.

**Figure 1:** Current Revenue Collection Business Processes.



For both the Circuit and District Courts, the revenue collection process typically begins with the billing process (I.1), where bills are sent to the customers for court services used. However, collection may also start without the billing process, where the customer physically goes to a court location to request and pay (I.2) for court services. After the revenue is collected from the customer, the collected money (predominantly cash and checks) are then “allocated” (I.3) to 19 different accounting categories to create a Certificate of Deposit (“CD”), which indicates how the collected revenue is to be disbursed or divided amongst the 19 revenue categories of the Administrative Office of the Courts (AOC). The money is then deposited to the bank (I.4). Most Circuit and District Courts perform allocations prior to bank deposit; however, certain Circuit Courts perform allocations after bank deposits.

After the revenue is deposited and allocated, the local court accounting departments then record the revenue collected in their local revenue records and send the CD (I.5) to the AOC. In turn, AOC enters the data from the CDs from all the Circuit and District Court locations into its AS/400 system and Microsoft Excel-based revenue records to consolidate revenue from all of the Courts (I.6). The AOC then sends the CD data to the State Treasury, which completes the last step of the daily revenue collection and accounting process.

The primary processes also include two additional supporting processes, reconciliation (I.7) and adjustments (I.8). Reconciliation is necessary to verify that the revenue received matches what is

recorded and is performed throughout most core processes. Reconciliation is presented as a separate process in order to clarify the steps involved and emphasize the level of effort required. The Courts use the adjustment process to increase or decrease revenue amounts in their accounting records because of an increase or decrease in revenue, which is an essential function or core process of Court revenue accounting.

The secondary processes are primarily managed by the local accounting departments of the District and Circuit Court locations although the AOC and the State Treasury are also involved in making adjustments and facilitating the flow of information. The secondary processes include alternative revenue collection methods and exceptional events. There are three other methods in which the Courts collect revenue in addition to using the core processes; revenue can be collected via escrowed accounts (II.1), credit cards (II.2), and outside entities (II.3) such as the Division of Parole and Probation and the Baltimore City Sheriff's Department. Events that are exceptional to the core processes include returned or bad checks (II.4), revenue from the State collections unit (II.5), deferred payments (II.6), and refunds (II.7). As part of the secondary processes, reporting (II.8) is also included, which although not an essential revenue accounting process, disseminates revenue information to the Courts and other relevant entities.

### **Current Environment**

In addition to the RCS Functional and Technical Requirements (Attachment 1), the Judiciary has provided additional information regarding its current environment to assist vendors in preparing their responses. These include the Current Environment Report (Attachment 2) the MD Judiciary Cashiering Systems Overview (Attachment 3) and the AOC Target Architecture and Executive Overview (Attachment 5).

The following provides information on the size and scope of the current cashiering environment within the Maryland Judiciary.

- Approximate number of Court Locations: 58
- Approximate number of cashiering workstations: 278
- Approximate number of cashiers: 300
- Approximate number of transactions processed by the District Court Traffic Processing Center annually: 500,000 (350,000 by mail, 100,000 by interactive voice response phone system (IVR) and 50,000 by internet)

### **Current Court Cash Register Specifications**

There are three different cash register configurations currently in use within the MD Judiciary:

- Circuit Court - PC Cash Register – immediate replacement

- District Court - PC Cash Register – immediate replacement
- Circuit Court – UCS Cash Register (integrated with case management) – future replacement

### Circuit Court - PC Cash Register Specification

System	Circuit Court - PC Cash Register Specification
CPU	386 / 33Mhz
Memory	125 MB
Hard disk	80 MB
Floppy disk	One 3.5" floppy drive
Color Monitor	17" CRT or LCD
Slip Printer / Document Validator	S600/S610 or Westrex S631 slip printer / document validator
Receipt Printer	Star Micronics SP 300 3 ½" receipt printer
Drawers	Up to 3 physical drawers
Network	N/A - Stand alone configuration
Power Back-up	Yes - UPS Power back-up
Data Back-up	Yes- System holds 3 months worth of retrievable data. Backs up to ZIPdisk.
Data Transfer	Data is transferred to the local accounting system as a .txt file via a floppy diskette daily.
Cash Register System Software	Written in C. The user interface was designed and implemented using the Vermont View User Interface Development System, version 3.0. The collected data is maintained in a database managed by the c-tree Plus File Handler system, version 6.0. The system is comprised of 3 programs: Setup, User and 4Accounting.
"Setup" Program	The setup program is used to define system parameters, data codes, user accounts and access levels, default settings, reports and charge codes.
"User" Program	The user program allows the PC to function as a register and provides the functionality needed to conduct cashiering activity and process transactions. Hot keys are provided to cashiers as part of the program to enhance productivity.
"4Accounting" Program	The 4Accounting Program copies the day's transactions to the floppy diskette for transfer to the local accounting software.
Valid Payment Types	Cash, Check, Stars, Override
Reports	Cash Register Reports, end-of-month Reports (monthly transactions, license/locality splits, etc...), Admin Reports (failed access attempts, set-up program changes.)

**Table 2:** PC Cash Register currently used by Circuit Court personnel.

### District Court - PC Cash Register Specification

System	District Court – PC Cash Register Specification
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<b>CPU</b>	<i>Intel Celeron processor 2.7 Ghz</i>
<b>Memory</b>	<i>256 MB</i>
<b>Hard disk</b>	<i>80 GB</i>
<b>Floppy drive</b>	<i>2 x 3.5" floppy drive (internal)</i>
<b>Color Monitor</b>	<i>15" LCD</i>
<b>Receipt Printer</b>	<i>Westrex 631 Serial Printer with dual cash drawer kickout</i>
<b>Printer</b>	<i>HP 4250</i>
<b>Drawers</b>	<i>Up to 3 physical drawers</i>
<b>Barcode Scanners</b>	<i>3-of-9 barcode scanner</i>
<b>Network</b>	<i>Systems are accessible via the LAN</i>
<b>Power Back-up</b>	<i>Yes</i>
<b>Data Back-up</b>	<i>Yes – Monthly backup kept for 3 years.</i>
<b>Data Transfer</b>	<i>Data file sent from cash registers to mainframe daily after close-out via FTP. This batch transaction file will need to be generated and exported in its current format to continue to update the legacy Traffic and Criminal Case Management systems until the new case management system comes on-line. File format will be provided upon request.</i>
<b>Cash Register System Software</b>	<i>District Court Cash Register System; version 7.9 - last updated in December 2006</i>
<b>Valid Payment Types</b>	<i>Cash, Check (credit cards accepted and converted into check payment using VitalChek system. Check is then processed by the cashier as the payment.)</i>
<b>Reports</b>	<i>Cash Register Reports, end-of-month Reports (monthly transactions, etc...), Admin Reports (unauthorized access attempts, set-up program changes), FTP of data daily to the mainframe for processing.</i>

**Table 3:** PC Cash Register currently used by District Court personnel.

### **Circuit Court - UCS Cash Register Specification**

<b>System</b>	<b>Circuit Court – UCS Cash Register Specification</b>
<b>CPU</b>	<i>HP NeoWare CA9 thin client *implementations in Baltimore County, Baltimore City, Anne Arundel and Carroll using HDS ViewStation thin client</i>
<b>Memory</b>	<i>128MB/ 128 MB(RAM) – Linux OS</i>
<b>Hard disk</b>	<i>Thin client</i>
<b>Floppy disk</b>	<i>NONE</i>
<b>Color Monitor</b>	<i>17" CRT or LCD</i>
<b>Slip Printer / Document Validator</b>	<i>S600/S610 or Westrex S631 slip printer / document validator</i>
<b>Receipt Printer</b>	<i>Star Micronics SP 300 3 ½" receipt printer</i>
<b>Drawers</b>	<i>Up to 2 physical drawers</i>
<b>Network</b>	<i>Ethernet</i>
<b>Power Back-up</b>	<i>None</i>
<b>Data Back-up</b>	<i>Yes- Data is backup as part of the case management system backups.</i>
<b>Data Transfer</b>	<i>Data is transferred to the local accounting system as a .txt file via a floppy diskette daily. Clerks run a script that retrieves the data from the UCS server and saves it to the floppy.</i>

<b>Cash Register System Software</b>	<i>Written in Progress Version 7.3 4GL/ Progress Database. It is an integrated component of the Uniform Court System (UCS)Case Management System. The application was originally developed by Aquidneck Management Associates, now SAIC, but has been completely enhanced and maintained by JIS since 2000. Coding resides on RS/6000 servers running AIX Version 4.3. Within the UCS Accounting Module there are components for cashiering, accounts receivable, escrow and reporting.</i>
<b>Valid Payment Types</b>	<b>Cash, Check, Stars, Waived, Credit Card</b>
<b>Reports</b>	<i>Cash Register Reports, Daily Transaction Reports, end-of-month Reports (accounts receivable case aging, bank journal), Admin Reports (audit report, sequence reports, etc.)</i>

**Table 4:** UCS Cash Register currently used by Circuit Court personnel.

### **Software Standards**

The AOC Department of Judicial Information Systems (JIS) has established standards for common desktop applications currently being used by Judiciary staff. The following table describes the desktop applications in use and their purpose:

<b>Software Function</b>	<b>Software Application / Version</b>
Operating System	Windows 2000 sp4 or Windows XP sp2
Web browser/Internet Email/Internet News	Microsoft Internet Explorer 6
Word Processing	Microsoft Word 2000, WordPerfect 9
Spreadsheet	Microsoft Excel 2000
Presentation	Microsoft PowerPoint 2000
Electronic Mail	Lotus Notes 7
Scheduling	Lotus Notes 7
Integrated Suites	Microsoft Office 2000
General Purpose Flowcharting or Diagramming	Microsoft Visio 2003, Microsoft Project 2003
Virus Protection	McAfee 8.5
TCP/IP Software	Microsoft IPv4 TCP/IP stack
Mainframe Connectivity	BlueZone
Document Sharing	Adobe Acrobat 8.0
Zip Software	WinZip, Windows Zip

**Table 5:** Desktop Software Applications currently used by Judiciary personnel.

### **Hardware Standards**

The AOC Department of Judicial Information Systems (JIS) has established standards for hardware configurations for all desktop and laptop computers currently being used by Judiciary staff. The following table provides an example of the range of hardware configurations that exist within the MD Judiciary.

	<i>Low end desktop</i>	<i>High end desktop</i>
<b>Manufacturer</b>	<i>IBM</i>	<i>IBM</i>
<b>CPU</b>	<i>Intel P-IV 2.0GHz</i>	<i>Intel Core Duo e8200 (2.66 GHz)</i>
<b>Memory</b>	<i>512MB</i>	<i>2GB</i>
<b>Hard disk</b>	<i>40GB IDE hard disk (7200 RPM)</i>	<i>160GB IDE hard disk (7200 RPM)</i>
<b>Floppy disk</b>	<i>One 3.5" floppy drive</i>	<i>No floppy or USB floppy</i>
<b>Monitor</b>	<i>17.1 In SXGA LCD</i>	<i>17.1 In SXGA LCD</i>
<b>Graphic Adapter</b>	<i>Intel 8455</i>	<i>Intel Q35 express</i>
<b>Parallel port</b>	<i>One parallel port</i>	<i>One parallel port</i>
<b>Serial port</b>	<i>One serial port</i>	<i>One serial port</i>
<b>USB</b>	<i>4 USB 2.0 Ports</i>	<i>4 USB 2.0 Ports</i>
<b>Network</b>	<i>Integrated NIC Card 10/100</i>	<i>Integrated NIC Card 10/100/1000</i>
<b>Expansion</b>	<i>PCI</i>	<i>PCI, PCIE</i>
<b>CD-ROM</b>	<i>48x CD-ROM</i>	<i>CD-RW 24x/DVD 16x</i>
<b>Software</b>	<i>Operating system software as specified in the Software Standard for PCs</i>	<i>Operating system software as specified in the Software Standard for PCs</i>

**Table 6:** Desktop Hardware configurations currently used by Judiciary personnel.

## **Project Objectives**

The Judiciary plans to address both the business and technology needs and objectives for enhanced revenue collection through the implementation of a new cashiering system. The following are the major business and technology objectives of the cashiering project:

### **Business Project Objectives**

1. Improve the Judiciary's core revenue collection and accounting processes with the implementation of an integrated cashiering solution.
2. Standardize business practices to conform to Judiciary ordinances applicable to state law, Judiciary wide policies, and regulations or procedures.
3. Eliminate administrative activities that add no value, such as redundant keying and reconciliation of data inside/outside the cashiering system.
4. Enhance the ability for financial managers (local and central) to maintain standardized system settings and parameters without software modification.
5. Minimize staff level of effort and reduce cost through intuitive and easy to use cashiering systems that require low maintenance.
6. Address the revenue collection and accounting requirements of both the District and Circuit Courts, as well as those of the central administrative office (AOC).



7. Capture and make available to agency management, fiscal officers, personnel administrators, and program managers the information needed, e.g., archived transactions and consolidated revenue, to effectively and efficiently manage various programs. This information has often been hard to access, out-of-date, inaccurate or unavailable in the current environment.
8. Provide appropriate Court employees direct access, as appropriate, to real-time and batch, transaction data, consolidated revenue, and accounting information.
9. Provide agencies, and specifically system-users and functional managers, with the necessary technology, tools and training to enable them to extract the data required to meet their business needs and objectives.
10. Greatly enhance the ability to report Judiciary wide revenue by service area, program or fund through implementation of Judiciary wide account coding standards for classifying agency programs and projects.
11. Enable the Judiciary to more efficiently conduct business with its customers through alternative and convenient payment means, such as credit cards, debit cards and electronic commerce.
12. Improve the Judiciary's ability to budget and measure program success based on performance metrics.

### **Technology Project Objectives**

1. Replace the ad hoc cashiering systems based largely on out-of-date technology with a proven, public-sector, integrated revenue collection or cashiering system that utilizes current, mainstream technology.
2. Integrate the Judiciary's core financial systems infrastructure. Reduce the number of separate information systems, and the interfaces that connect them; running on different computers, written in different programming languages, and utilizing separate databases.
3. Eliminate agency-level systems that perform basic administrative and financial functions that can and should be performed by the core systems.
4. Use the Cashiering and future Enterprise Resource Planning (ERP) system as a business foundation upon which to automate and integrate additional processes and functions in the future.
5. Limit customization to software applications to minimize implementation costs, to support standardization of business objectives (best practices), and to preserve the ability to upgrade to new application releases as they are introduced.
6. Take advantage of the strengths of web-based technology based on the Judiciary's

technical infrastructure, and the capabilities of the Cashiering system selected.

7. Provide standard interfaces between the ERP system, cashiering system, and agency program-specific information systems that are consistent with the Judiciary's Enterprise-Wide Technical Architecture.
8. Standardized software, hardware, and configuration for cashiering systems in all locations if possible to keep cost of maintenance low.
9. Take advantage of best-of-breed capabilities for cashiering and revenue collection.

### **Project Strategies**

The Judiciary has identified a number of strategies that will be employed in conducting this project. Offeror's should keep these strategies in mind, and consider their interrelationships, when developing their response to the Specifications section of the RFP.

The strategies that have been identified to date are the following:

1. The Judiciary believes it is in their best interest to select and deploy a cashiering system following an aggressive schedule, but not so aggressive as to significantly increase risk or sacrifice quality.
2. Quality improvements are a major objective of this project. It is the Judiciary's intention to follow industry best practices to be supported by the selected solution.
3. An extension of strategy two (2) is when confronted with the need to either change existing business processes or modify the software, it is the Judiciary's intent to evaluate the impact of a business process change prior to customizing software. Exceptions may include requirements dictated by legislation, or true productivity or quality issues.
4. The Judiciary engaged a third-party contractor ("Contractor") to assist in Requirements Definition/Software Selection. The Judiciary intends to take advantage of the experience and expertise of this Contractor to help ensure the success of the Judiciary's cashiering system project.
5. With the assistance and support of the Contractor and Vendor, the Judiciary's goal is to develop the capability and competence level of its employees to maintain the system after it has been implemented, and its stability assured long-term.
6. The Judiciary recognizes that handling business process change and change management initiatives are critical success factors for a revenue collection or cashiering system project. The Judiciary intends to work closely with its Contractor and Vendor to define an approach that addresses the Maryland Judiciary's core business objectives and requirements.

7. The Judiciary is working to procure a new Enterprise Resource Planning (ERP) System for their back-office operations, which will include central budget and financial management capabilities, as well as, support for local court accounting activities. The ERP selection effort will be initiated concurrently while a new cashiering system is being selected. Because of the integration requirement of the two systems, the Judiciary will be selecting systems that require a minimal integration level of effort, as well as having the best fit for the Judiciary.
8. The Judiciary will look to replace the current cashiering capabilities in the most critical areas first and will implement in a phased approach to the remainder or the court locations.
9. The Judiciary will require a pilot for both Circuit and District Court with user acceptance testing and approval prior to a full deployment to the remainder of the court locations.
10. The immediate need for the Judiciary is to replace the legacy PC cashiering systems and reporting mechanisms for both the Circuit and District Courts. A later integration effort will be required to integrate the processing of real-time, case-related payment processing between cashiering and case management.

**Functional Areas**

The scope of the system will include all Maryland Judiciary District and Circuit Courts. The Judiciary has categorized its Revenue Collection System requirements into the four areas listed below. The individual list of functional and technical requirements for each functional area is included in Attachment 1.

Functional Areas
General, Technical, and Interface
Cashiering
Allocations
Adjustments
Reconciliation

**Table 7:** Functional Areas

Functional area definitions:

**General, Technical, and Interface**

These requirements describe the Judiciary’s desired future systems environment related to security, user interface, reporting, integration with existing systems and system performance.

**Cashiering**

Cashiering is the collection of revenue from customers using a cash register system. The revenue may be collected using a variety of means such as cash, checks, and payment (credit/debit) cards. The revenue collected must match the exact dollar amount that is

recorded in the cash register system.

### **Allocations**

Allocation is the separation of revenue into its appropriate accounting fund(s). For instance, a single court case may result in one bill that is allocated over several funds, such as criminal costs, criminal fees, and the Victim's of Crime fund. The bill payment is allocated over these three funds (or allocation codes.)

Allocation codes are the unique accounting codes used to record allocations in the General Ledger or other accounting records. These codes provide a means to record and track allocation detail (e.g., allocation date and amount), and they enable Accounting to efficiently record, analyze, and report on allocation activity. Allocation codes are used on the Courts' certificates of deposit process to classify daily revenue into the appropriate funds.

### **Adjustments**

Adjustments are performed to increase or decrease revenue recorded in the accounting ledger or records in order to match bank deposits for the generation of the Certificate of Deposit (CD). Adjustments are performed for revenue changes related to interest payments, revenue received from parole and probation, credit card payments, refunds, bad checks, and collection payments.

### **Reconciliation**

Reconciliation is the verification of two or more sets of records to ensure fiscal amounts are in agreement. In the context of revenue collection and cashiering for the Judiciary, reconciliation is necessary in many places, such as the following:

- Matching revenue collected to cash register record.

- Matching revenue collected to bank deposit receipts or records

- Matching credit card revenue with credit card company records or files.

As stated above, the Judiciary expects a significant level of business process improvement throughout implementation of the new cashiering system and intends to adopt the best practices offered by the selected vendor. Vendors who are invited to demonstrate their product should be prepared to discuss the application's best practices.

The Judiciary believes that completely integrated packaged solutions exist that can meet its core business requirements for this project. Given this premise, the Judiciary expects to make minimal modifications to the selected package. The intent of this strategy is to minimize vendor costs, expedite implementation, and ensure the Judiciary will be able to remain on the application upgrade path offered by the vendor.

## **C. CONTRACTOR'S RESPONSIBILITIES**

## **1. Project Work Plan/Schedule**

The vendor shall provide a MS Project Plan that includes deliverables for each phase/stage of implementation, detailed task-time relationships, task dependencies and task-level resource requirements. As identified above, the vendor should also consider what metrics it will recommend be used to measure progress and completion of each deliverable so the Judiciary and vendor are able to communicate clearly about progress and expectations.

The project work plan/schedule developed by the vendor should include all project tasks including, but not limited to, configuration and development, testing, training, modification processes, data conversion, implementation and include all predecessors and successors, as well as assignment of tasks to Judiciary and vendor staff as necessary.

In order to assist vendors with developing a project approach that will attempt to mitigate some of the risks associated with implementing an enterprise wide decentralized collection system, the Judiciary has provided some considerations related to the phased approach of the new system. The vendor should take these considerations into account when developing their project approach:

Interdependencies with other projects, completion of cash register replacement sequencing with local accounting replacement, level of integration required between components, standardized chart of accounts, definition of credit card processing and reconciliation policy and procedures, coordination of deployment schedules and resources and the availability of JIS and AOC resources.

In addition to the Project Work Plan, the Judiciary requests that the following deliverables be provided by the vendor to assist the Judiciary with meeting project goals and milestones.

## **2. Decision Matrix**

The Judiciary will work collaboratively to develop a Decision Matrix for the life of the cashiering system project. There will be instances during the project where key decisions will need to be made. The decisions will be made based on information provided by both the vendor and the Judiciary. The decisions could potentially impact future phases of the project and it will be important for the Judiciary and vendor to track the facts that influence key decisions.

## **3. Gap Fit Analysis**

As part of the pre-implementation tasks, the vendor will analyze the Functional and Technical Requirements included in this RFP and provide a detailed presentation to the Judiciary demonstrating how it intends to address each requirement. This Gap Fit Analysis will identify areas where the Judiciary may be required to change existing business processes or customize the cashiering system to accommodate unique process requirements. As a result of the Gap Fit

Analysis, the vendor will prepare a detailed analysis for the Judiciary that describes how the vendor intends on satisfying the requirement. In the event the vendor proposes a software modification, the vendor will provide the Judiciary with a detailed specification, and cost of the proposed change.

This Gap Fit Analysis will be a critical point in the Judiciary-Vendor relationship in that the Judiciary intends for this exercise to provide the opportunity for both parties to gain consensus on expectations and challenges involved in the system implementation. The Judiciary should come away from this analysis with clear understanding and agreement on how the vendor intends to address its specific system needs and if any additional resources are needed.

#### **4. Software Customization Plan**

While it is the Judiciary's intent to utilize the vendor system's existing capabilities and embedded best-practice business processes, it recognizes that it may have some critical work-processes that require some amount of software customization. As part of the project planning and based on the results of the Gap Fit analysis, the Vendor will provide a detailed software customization plan that includes anticipated customizations and their impact to the overall project schedule, budget, and final success criteria. The plan will also describe the process that the Judiciary and the vendor will engage in for accepting software modifications.

#### **5. Requirements Traceability Matrix**

The Judiciary requests that the vendor maintain a Requirements Traceability Matrix (RTM) to track and report to the Judiciary which Functional and Technical Requirements have been satisfied during each phase of the project. The RTM is created by associating requirements with the work products that satisfy them. Tests are associated with the requirements on which they are based and the product tested to meet the requirement. It is the Judiciary's intention that the vendor will maintain the RTM along with collaborative input from the Judiciary. As part of the "go-live" acceptance process for each phase, the Judiciary and vendor shall agree that each requirement in the RTM for that phase has been satisfied. Attachment 1 includes a list of the Functional and Technical Requirements requested by the Judiciary.

#### **6. Implementation Project Plan**

The vendor must provide the Judiciary with a detailed implementation project plan that at a minimum will include the following components:

1. Project Background. This section should include a description of the project background.
2. Project Objectives. This section should include overall project objectives.
3. Project Deliverables and Milestones. This section should include a list of the deliverables and milestones of the project, and with each deliverable or milestone this section should

- describe exactly how and what will be provided to meet the needs of the Judiciary.
4. Project Schedule (MS Project). This section of the Project Plan should identify the dates associated with deliverables and milestones described in Section 3 of the project plan. In addition, the Project Plan should reflect project predecessors, successors, and dependencies.
  5. Project Management Processes:
    - a. Resource Management. This section of the Project Plan should describe Judiciary resources, Vendor Resources, and the overall project team structure and should include an organizational chart. Each role identified for the vendor and any subcontractors and the Judiciary should also include a description of the responsibilities related to the identified project role as well as the communication process for each party.
    - b. Scope Management. This section of the Project Plan should describe the approach the vendor will use in order to manage project scope and the process used to request changes to project scope. It is the Judiciary's desire to use the proposed cashiering system "as is" and as such any changes must be reviewed and approved by the Judiciary's Steering Committee.
    - c. Schedule Management. This section of the Project Plan should describe the approach the vendor will use in order to manage the project schedule and the process used to submit request changes to the schedule. The vendor must ensure that the project schedule is kept current and that report any missed milestones to the Judiciary.
    - d. Risk Management. This section of the Project Plan should describe the approach the vendor will use to document existing project risks, report them to the team, and provide recommendations for mitigating the risk.
    - e. Quality Management. This section of the Project Plan should describe the approach the vendor will use to assure that all written deliverables have received appropriate reviews for quality before being submitted to the Judiciary.
  6. Bi-Weekly Status Reports. This section of the Project Plan should describe the approach the vendor will use to provide bi-weekly status reports throughout the course of the project. This section should describe the layout of the bi-weekly status report and the expected delivery mechanism that will be used to provide the report to the Judiciary and review it on a bi-weekly basis with the Judiciary's project manager and appropriate project staff.

### **Potential Implementation Approaches for Consideration:**

#### **Circuit Court (CC):**

##### Areas of Consideration:

- Impact of Chart of Account Standardization to deployment.
- Impact of UCS deployment schedule

5-6 Circuit Courts accept credit cards as a payment method (limited to certain

departments)

1. Select location for pilot implementation.
2. Implement pilot to test solution, develop an implementation strategy, document lessons learned and create reference materials.
3. Create implementation package of processes, procedures, reporting instructions, manuals and guidance.
4. Distribute to the rest of the CC locations for review.
5. Develop gap/analysis and deployment plans.
6. Begin Training.
7. Deployment Schedule: Monthly - 11 opportunities for conversion (would not recommend conversion at fiscal year boundary).
8. Begin Deployment: Single or multiple court conversion dependent on size of court and project resource availability.
9. Provide onsite support during transition.
10. Provide on-going support.
  - Single Conversion Courts:
    1. Baltimore City – Partial UCS
    2. Baltimore County - UCS
    3. Prince George’s County
    4. Montgomery County
    5. Howard County
    6. Harford County - UCS
    7. Anne Arundel County – UCS / Manual Accounting
    8. Carroll County - UCS
  - Multiple Conversion Courts: (Max 2-3)
    1. Dorchester County
    2. Somerset County – Manual Accounting
    3. Wicomico County
    4. Worcester County - UCS
    5. Caroline County
    6. Cecil County - UCS
    7. Kent County
    8. Queen Anne’s County - UCS
    9. Talbot County
    10. Allegany County
    11. Garrett County
    12. Washington County– UCS
    13. Frederick County
    14. Calvert County - UCS
    15. Charles County
    16. St. Mary’s County

**District Court (DC):**



Areas of Consideration:

Impact of Chart of Account Standardization to deployment.

Impact of dependency on Mainframe transaction file for case management.

VitalChek – available at DC locations and the Traffic Processing Center (TPC) for credit card payment processing.

PaymentChek - available on-line and through IVR to accept traffic citation payments using a credit card.

1. Select Pilot location.
2. Implement in one pilot location to test solution, develop an implementation strategy, confirm results with Mainframe testing and create reference materials.
3. Create implementation package of processes, procedures, reporting instructions, manuals and guidance.
4. Distribute to the rest of the DC locations for review and begin Training.
5. Begin Deployment: Deploy by District with exception of Baltimore City and the TPC as single deployments. (would not recommend conversion at fiscal year boundary)
6. Provide onsite support during transition.

## **7. Communication Plan**

A project of this size and complexity represents a tremendous investment and risk for any organization. Thus, the Judiciary anticipates the need to be able to provide frequent and regular progress updates and status reports to various Judiciary leaders, staff, and constituent groups. As part of this implementation, the vendor shall provide a detailed communication plan that will include discussion of key implementation metrics that will be used to track progress; types of communication methods (i.e., memo, email, one-on-one meetings, project team meetings, constituent group meetings, online web progress reporting tools, etc.) that the vendor will use; frequency of these communications; and key vendor point-of-contact with overall responsibility for ensuring these communications are provided as scheduled.

Additionally, the Judiciary expects that the vendor will make key project leaders and staff available for certain meetings either on-site or via teleconference that may be required should major issues arise during the implementation that significantly impact the schedule, budget, or efficacy of the cashiering solution.

## **8. Project Change Management Plan**

As stated in the project objectives above, the Judiciary wishes to maximize its use of the new cashiering system capabilities and anticipates that this goal will require it to undertake business process changes that may or may not have a significant impact on Judiciary operations and personnel.

As part of this Project, the vendor should provide a detailed Change Management plan. This plan should include a list of the business processes that are recommended for change, a detailed description and flow-chart of the recommended new processes, the anticipated benefits to the Judiciary of these changes, and how the vendor proposes to manage this change process.

## **9. Data Conversion Plan**

The Judiciary's current information management system consists of multiple source systems. The vendor must describe how all files will be converted to the proposed System (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). The Judiciary would like to understand how the vendor will approach developing the data conversion plan, and what processes will be undertaken by the vendor's project team to convert existing data as well as to interface with identified source systems. A conversion schedule should identify planned conversion steps, estimated hours, and what resources will be required (Client or Vendor) for all pertinent legacy data.

The Judiciary is also interested in consolidating the individual chart of accounts from each Circuit Court jurisdiction into a standardized chart of accounts that will be administered by the AOC. District Court is managed centrally by District Court Headquarters and AOC and operates using a single chart of accounts. It is the intent to implement a new cashiering system under a single Judiciary-wide chart of accounts for all local courts. The Judiciary would like to understand how the vendor would incorporate this task into the data conversion and implementation effort if required.

## **10. Implementation and User Acceptance Test Plan**

The vendor shall provide a test plan that describes all phases of testing: unit, system, interface, integration, regression, parallel, and user acceptance testing. It is the Judiciary's expectation that the test plans govern all phases of the project and that the vendor will also provide assistance during user acceptance testing. During testing the vendor will have resources available to assist with and document test results, defect reporting and correction, and scheduling of testing activities.

## **11. Piloting and Installation**

The proposed system shall be piloted in two (2) jurisdictions (1 DC / 1CC) prior to approval for full implementation. The sites shall be implemented simultaneously. The Maryland Judiciary shall determine the pilot sites. If the implementation of the RCS System does not perform as represented, warranted and to the Maryland Judiciary's full satisfaction, the Maryland Judiciary reserves the right to terminate the contract for convenience and receive full refunds for any monies paid toward the piloted sites.

## **12. System Documentation**

The vendor must provide an overview of the user and technical documentation provided with the

software applications (by application proposed). The Judiciary requires documentation that describes the features and functions of the proposed application software, as well as those that can be tailored to the specific and unique needs of the Judiciary. The documentation must be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. This documentation shall be provided in written form for each application module, with a minimum of three (3) copies of each documentation type for each application module being provided with the application software.

The vendor will be responsible for providing Judiciary specific documentation that describes how processes are run related to Judiciary tasks. Documentation, including training manuals and agendas will be provided by the vendor before each training session with Judiciary staff.

### **13. Pre and Post Implementation Support Plan**

The vendor shall provide a description regarding their approach to software support during the implementation, after go-live and term of the contract. Vendors should describe what level of support is available under the proposed fee structure in the Cost Summary Worksheet-Attachment 4. If varying levels of support are available, this section of the vendor's response should clarify these potential services and highlight the level of support that has been proposed.

#### System Maintenance, Repair, Service Level Agreement Criteria

Contractor shall be required to provide a 24 x 7 x 365 Help Desk and unlimited telephone support.

Software Maintenance – Contractor shall be required to provide software maintenance that includes troubleshooting and every update, change and new release.

Hardware Maintenance – Contractor is required to provide repair and maintenance services on the hardware.

Contractor shall be required to resolve and/or repair all software and hardware problems/malfunctions/system outages based on the following criteria:

- Level 1 – Critical Application/System problems (operating system or application not functioning correctly or at all) – respond to the incident within two hours and resolve the problem within four hours.
- Level 2 – Application problems not considered critical – respond to the incident within four hours and resolve the problem within eight hours.
- Level 3 – All other incident tickets must be responded to within four hours and resolved within 24 hours.

## **14. Revenue Collections System Training Plan**

It is the Judiciary's intention that the vendor will coordinate the training of Judiciary personnel in the use of their application and that satisfactory implementation of an approved training plan will be a key component of this project's deliverables.

The vendor must provide a detailed plan for training. This information **MUST** include:

- The role and responsibility of the software and/or implementation vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to Judiciary end-users).
- The role and responsibility of the Judiciary staff in the design and implementation of the training plan.
- Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project team, end-users, and technology personnel.
- Proposed training schedule for Judiciary personnel of various user and interaction levels.
- Descriptions of classes/courses proposed in the training plan. (The vendor should specify the unit of measure for its training, e.g., units, classes, days, etc. and define the hours associated with these units of measure.) The vendor must be very clear about exactly what training courses are included in the cost of the proposal.
- The knowledge transfer strategy proposed by the software and/or implementation vendor to prepare Judiciary staff to maintain the system after it is placed into production.
- Detailed description of system documentation and resources that will be included as part of the implementation by the vendor including, but not limited to, detailed system user manuals, "Quick Reference" guides, Online support, Help-Desk support, user group community resources, and others as available.

## **D. PRICING**

The contractor shall be required to honor the bid price for three (3) years in the event that the Maryland Judiciary wants to purchase the JMS for additional jurisdictions.

## **E. PERIOD OF PERFORMANCE**

Once awarded, the Contract shall remain in force for a period not to exceed three (3) years from the date of award. Upon expiration of the Contract, or upon its earlier termination as

provided herein, the AOC reserves the right to rebid or to extend for two additional one-year periods at its sole option and at the original bid prices.

**F. ESTIMATED QUANTITIES**

The AOC reserves the right to increase or decrease the number of systems and/or components as required. Quantities are approximate and the unit rate bid shall apply regardless of any increase or decrease in the estimated number shown herein.

**G. WARRANTIES**

The warranties shall include, but not be limited to, all software and hardware, purchased under an agreement to be free from defects in material and workmanship for one year following the date of installation in proper working order once accepted by the AOC project coordinator. Pursuant to this warranty, the contractor agrees to replace or make all necessary adjustments and/or repairs to software and hardware, if any, procured under this agreement where such dysfunction is determined by AOC as to not have been caused by the Judiciary's fault, negligence, accident or misuse. All such replacements, adjustments, and repairs shall be made by the contractor at their own expense, including labor, material, and transportation costs, if any.

**H. SOURCE CODE TO BE HELD IN ESCROW**

The contractor shall be required to keep the system source code in escrow, to current release levels, so that the Maryland Judiciary can obtain the code in the event that the Contractor goes out of business or otherwise cannot support the product. It shall be accompanied by installation instructions, full documentation and any other information required to implement, run, use and program the system.

The system source code, in escrow, must be kept current with every update, change and new release.

**I. PAYMENT**

Subject to the delivery of the product and its acceptance by the AOC, successful respondent may invoice the AOC for all appropriate charges for the product supplied. All such charges shall be derived in accordance with the prices originally quoted on the bid work sheet, attached hereto and made a part hereof. In the event that successful respondent is not in default of any of the Contract terms and conditions, then AOC shall cause said invoice to be timely paid.

Payment will not be rendered until first jurisdiction (pilot site) is completed to the full satisfaction of the Maryland Judiciary. Payment will only be rendered on work that is completed to the full satisfaction of the Maryland Judiciary. Advance payments will not be made.

**J. INSURANCE REQUIREMENTS**

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. The Contractor, if requested by the AOC, shall provide certified true copies of any and all of the policies of insurance to the AOC.

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.

The AOC Office of Procurement must receive the Insurance Certificates mentioned herein above within ten (10) days of the notice of intent to award the Contract. In the event the Insurance Certificate is not received within ten (10) days after the date of the notice of intent to award, or if such certificate is insufficient respecting the limits and scope specified herein, then the AOC Office of Procurement reserves the right to award the Contract to another respondent. Time is of the essence.

All insurance policies required by this section, or elsewhere in the Contract, shall be so endorsed as to provide that the insurance carrier will be responsible for giving 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 successful respondent, at least sixty (60) days prior to any such cancellation or restriction. Said insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.

Please note that 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 these specifications, 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 the 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.

1. Workers' Compensation

- a) The Contractor shall maintain Workers' 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.

2. Liability Insurance

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:

- a) 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.
- b. 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.

### 3. 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.

### 4. Scope of Insurance and Special Hazards

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

### 5. Subcontractor's Insurance

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

## **SECTION III EVALUATION AND SELECTION PROCEDURES**

### **A. TECHNICAL PROPOSAL REQUIREMENTS**

Respondents shall submit one original and Twelve (12) copies of their technical proposal. When submitting a technical proposal, the following information, at a minimum, must be provided for proper evaluation by the selection committee.

Please note that your proposal, if considered responsive, will be rated against other responsive submissions and the evaluation criteria described under Clause B. Your Technical Proposal should be complete in every way in order for the Selection Committee to make a proper and complete evaluation of your capabilities and response. **Respondents not providing the following information shall be considered non-responsive.**

Technical proposal requirements are contained in (next) Section IV.

### **B. EVALUATION CRITERIA**

The evaluation criteria below are intended to be the basis by which each proposal shall be evaluated, measured and ranked. The Maryland Judiciary hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received, compares to the said criteria. The recommendation of the selection committee shall be based on the evaluations using the following criteria:

1. Technical Criteria: Weighted at 60%
  - A. Background (previous experience) and qualifications of company/key personnel.
  - B. Experience in supporting the product from all perspectives.
  - C. The match of the proposed solution to the RCS Functional and Technical Requirements – Attachment 1.
  - D. The ability of the company and associated respondents to meet the support requirements of the Judiciary.
  - E. The company's understanding of the statement of work and the quality and clarity of the written proposal.
  - F. Oral Presentations/Product Demonstrations - after the written technical proposals have been scored, the Maryland Judiciary at its discretion, reserves the right to conduct oral presentations/product demonstrations from those firms judged to be reasonably susceptible of being selected for award. Firms will be given a minimum of 7 calendar days following notification to prepare their presentations/demonstrations.



Vendor Demonstration scripts and a logistics sheet will be provided. Oral presentations/Product Demonstrations will be conducted at a designated Maryland Judiciary location. Presentation may take the form of a simulated group collaborative exercise (demonstration lab for users) at the discretion of JIS.

NOTE: If oral presentations/product demonstrations are held, they will be assigned an evaluation weight of 10% of the total technical score and the other criteria will be adjusted proportionally. Maryland Judiciary may elect, at its sole option, elect not to conduct discussions or presentations with respondents.

2. Price Criteria: Weighted at 40%

A. Total price to furnish the services.

Maryland Judiciary may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP, which it believes will best serve its business and operational requirements, considering the evaluation criteria set forth above. Additionally, the Maryland Judiciary hereby reserves the right to solicit best and final offers only from a short list of respondents receiving the highest evaluated scores.

**C. EVALUATION PROCEDURE**

1. Evaluation Committee: An evaluation committee shall be approved by the Maryland Judiciary's Director of Procurement and Contract Administration. As a first step in this procurement, a procurement officer may screen proposals to assure that only the ones meeting minimum qualifications are evaluated. The evaluation committee then will review and evaluate all technical proposals received in response to this RFP. As the third step in this procurement, the evaluation Committee will evaluate oral presentations (if required) from those respondents judged to be reasonably susceptible of being selected for award. The Maryland Judiciary will then evaluate the financial proposals submitted by the reduced list.

2. Negotiations: Maryland Judiciary reserves the right to enter into negotiations with the respondents regarding questions about the technical and financial proposals and resolve differences. Maryland Judiciary reserves the right to then solicit a best and final offer from each remaining respondent.

3. Discretion in Determining Deviations and Compliance: The Maryland Judiciary reserves the right to determine which respondents have met the minimum basic requirements of this RFP. The Maryland Judiciary shall have the sole right to determine whether any deviation from the requirements of this RFP is substantial in nature, and the Maryland Judiciary may reject non-conforming proposals. In addition, the Maryland Judiciary may reject in whole or in part any and all proposals, waive minor irregularities, and negotiate with all responsible respondents in any matter deemed necessary to serve the best interests of the State.

**SECTION IV**

## **TECHNICAL VOLUME PROPOSAL REQUIREMENTS**

Note: The Technical Proposal must (requirements described below) be submitted with “tabs” as described to differentiate each section.

When submitting a technical proposal, the following information must be provided for proper evaluation by the selection committee. **Respondents not providing the requested information shall be considered non-responsive.**

Respondents shall demonstrate in their technical proposal that they possess the necessary experience to perform the work described herein. This shall be accomplished with the provision of the following groups of information:

- A. Detailed background on the company/key personnel, their experience and qualifications. (Tab 1 – Executive Summary, Tab 9 – Key Personnel)
- B. Experiences with similar projects – references are to be provided. (Tab 5 - Offeror History, Tab 12 – References, Tab 13 – Site Visits)
- C. Level of product compliance against the RCS Functional and Technical Requirements – Attachment 1. (Tab 2 – Project Approach and Solution., Tab 6 – Offeror Product and Support.)

The technical proposal sections and content shall include:

### **Tab 1 – Executive Summary.**

This section should provide a brief summary of the proposal’s contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should not exceed three pages.

### **Tab 2 – Project Approach and Solution.**

Respondents shall document in their technical proposal the proposed approach to accomplish the requirements and objectives of the work contained herein. This section should describe in detail the offeror’s proposal for providing the services as described in Section II (Specifications). The project approach section must include a detailed description of each deliverable identified in Section II.

As part of the RFP response the vendor must provide a description of its proposed implementation methodology and the minimum system (hardware and infrastructure) requirements needed for optimal performance. During the project, the Judiciary will also require the selected vendor to provide an itemized list of information required for implementation at the beginning of this project. This list shall be delivered to the Judiciary and updated in a manner that will allow the Judiciary a reasonable amount of time to meet

vendor requests for items such as workspace, network access and internet connectivity.

Additionally, vendors should provide a brief description of their capabilities for each functional area ( General/Technical/Interface, Cashiering, Allocations, Adjustments and Reconciliation) of the requirements in narrative format. The purpose of this summary information is so that the Maryland Judiciary has a high-level understanding of the vendor's proposed solution. This narrative should be written for the end user community.

Vendors should also describe, in detail, any assumptions they made during the preparation of their proposal response (technical and/or cost). These include any assumptions related to the current Judiciary technical environment, staffing, project management approach and Judiciary resources available during the implementation and support phases.

In addition to the narrative above, vendors should respond to each requirement listed in Attachment 1 – RCS Functional and Technical Requirements. Vendors should use the format provided in Attachment 1. When submitting the proposal, vendors should provide the completed Microsoft Excel document in addition to the written response in this section. The following answer key should be used when responding to requirements:

**Provide Function.**

Indicate if the identified feature or function is included in the proposal response:

- Y - YES, function is provided.
- N - NO, function is not provided.

**Delivery Method:**

Indicate how function or feature will be provided:

- 1 - Feature/Function is included in the proposed system and available in the current software release.
- 2 - Feature/function will be available in a future release (respondent must provide anticipated delivery date in comment area).
- 3 - Feature/function can be provided with custom modifications (respondent must provide estimated hours and average billing rate in comment area).
- 4 - Feature/function has not been proposed.

Some of the individual requirements will consist of multiple items. The answer given shall apply to all items of the requirements unless otherwise noted in the comments column. If the vendor can provide all items within the statement, the vendor should state “No exception” in the comments column.

If the requirement requires modification at additional cost (delivery method 3), the cost of such modification shall be listed in the “comments” column provided. The Excel spreadsheet limits data in a cell. If the comments exceed this limitation, the vendor shall provide comments on separate sheets with the comments clearly labeled with the requirement identification number(s).

### **Tab 3 – Project Team Organizational Structure.**

As part of the RFP response, the vendor must specify all personnel required for each of the implementation stages, depicted in a Project Team Structure Diagram. The Vendor must provide a job description corresponding to each project role represented in the Project Team Diagram.

The Judiciary requests the vendor's Team Structure to include, at a minimum, the following Key Personnel: a Vendor Project Manager, Data Conversion/Database Specialist, and Desktop/Training Specialist. There should be no overlap among these roles (i.e., individuals in these roles shall hold no other project positions). Resumes shall be provided for the Key Personnel project team members (and all additionally proposed Vendor project team members). If invited by the Judiciary to demonstrate vendor software, all Key Personnel project team members should be present at the onsite demonstration. Any change of a Key Personnel after contract approval must be reviewed and approved, in writing, by the Judiciary.

#### **Vendor Team Roles and Responsibilities**

The vendor will provide a detailed explanation of the roles and responsibilities the vendor anticipates supporting and that will address the Judiciary's requirements in this RFP. The vendor shall clearly indicate which vendor staff member (either by name or position or team) will be responsible for the overall project and for each key role/responsibility within the project implementation plan. It is the Judiciary's expectation that the vendor will provide project management services related to the vendors implementation approach. This will include but not be limited to, the development and maintenance of the deliverables in this Section II, training, data conversion and testing services, as well as serving as a single point of contact for the Judiciary's project manager. Vendors should keep this approach in mind as they develop their cost and project approach. It is also expected that the vendor will have past experience implementing large-scale projects and have worked within a judicial environment.

#### **Judiciary Team roles and Responsibilities**

The vendor shall include an anticipated representation of the resource requirements that will be expected of the Judiciary during this project. The Judiciary will provide the vendor with workspace, VPN access and JIS troubleshooting services for the existing network. This section should include a recommended project team from the Judiciary, detailed roles and responsibilities for each team member, and estimated time commitments by role and project phase.

As part of the RFP response, vendors should complete the Table 9 below; Functional Area Specialists - Hours by Functional Area and Project Phase. When completing this table, vendors should consider the business resources that will be required from Judiciary personnel in each functional area and depict an estimated total number of hours that will be required to accomplish project objectives. Hours should be presented in each of the project phases. This table should not

include Judiciary resources other than Functional Area Specialists.

FUNCTIONAL AREA	SPECIALISTS HOURS NEEDED BY PROJECT PHASE				
	Requirements and Analysis	Planning and Configuration	Testing and Piloting	Implementation (Including Training)	Total
General and Technical					
Cashiering					
Allocations					
Reconciliation					
Integration Points					
<b>Total Hours by Project Phase</b>					

**Table 9:** Functional Area Specialists - Hours by Functional Area

The vendor shall also complete Table 10 below. In order to complete the chart below, vendors should first complete a list of all desired project roles for the Judiciary with the exception of the Functional Area Specialists described in Table 9 above. The following table should depict expected levels of resource requirements by project role in each of the project phases.

PROJECT ROLE	RESOURCE HOURS EXPECTED BY PROJECT PHASE				
	Requirements and Analysis	Planning and Configuration	Testing and Piloting	Implementation (Including Training)	Total
Project Manager					
Network Specialist					
Data Entry Technician					
Add lines as needed for other staff:					
<b>Total Hours by Project Role</b>					

**Table 10:** Expected Judiciary Resources by Project Role and Project Phase.

**Tab 4 - Deliverables and Terminology Dictionaries.**

Given the large size of this project, the Judiciary requests that the vendor develop a “Deliverables Dictionary” as part of its response. The Judiciary anticipates the Deliverables

Dictionary will be a listing of key Project deliverables that includes a brief explanation of the deliverable, any pertinent information and connection to other deliverables, and a cross-reference to the deliverables in the vendor's project plan. The Deliverables Dictionary, at a minimum, should include the items described in Section II – Specifications, C. Contractor's Responsibilities.

Also, the Judiciary requests that the Vendor provide a separate terminology dictionary that lists various cashiering system terms, acronyms, and other such items that will be used as part of its communications throughout the implementation.

### **Tab 5 – Offeror History.**

This section should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section II (Specifications) and the depth of resources to provide the services solicited by this Request for Proposals. Vendors should describe the size of their organization, years in business, office locations and any pending or previous litigations filed against the organization. Vendors are requested to address each of the following questions:

1. How long has your company been offering Cashiering systems?
2. How many State Judiciary clients do you currently have?
3. How many public sector/municipal clients do you have?
4. How many employees do you have?
5. What is your largest installation (in terms of number of users)?
6. What is your smallest installation (in terms of number of users)?
7. What other products does your company offer, i.e. financial systems etc.?

### **Tab 6 - Offeror Product and Support.**

This section should include relevant information of the vendor's cashiering product, business functionality and company support capability. Requested Functionality to be addressed includes but is not limited to:

- Cashiering
- Fund Allocations and Reporting
- Integration with Local Accounting
- E-Payment (service oriented capability)
  - Access via the Web
  - Integration with in-house applications
  - Payment Card (credit/debit) Processing

- Payment Card (credit/debit) Reconciliation
- Escrow Accounting

Vendors are requested to address each of the following questions. Please do not include marketing materials that are not relevant to the questions below.

1. What strategic decisions or direction are you taking or making related to your product today?
2. What is the name and current release number of your cashiering product?
3. When will the next release be available?
4. How long does a typical implementation take for an organization of similar size?
5. Do you do your own implementations or are they outsourced?
6. What other applications do you integrate with or have integrated with in the past? ERP Financials?
7. Has your product ever integrated with a central accounting solution or with RFP financials? If so, with which systems?
8. What sets your product apart from your competitors?
9. Can the system be deployed in a decentralized or centralized manner?
  - a. If decentralized, does it offer capabilities to download to a central database?
  - b. If centralized, does it support 'host down' processing?
10. Can the system support a central Oracle DB in either scenario above?
11. What type of revenue allocation functionality does your system have? For example, does the functionality in the cashiering system have the capability to support the following allocation scenario:
  - a. \$40.00 Fee Received:
    - (Fixed Amount Allocation/ Disbursement)
    - \$5.90 is disbursed to the General Fund
    - \$5.00 is disbursed to the Local Revenue fund
    - \$24.10 is disbursed to the Local Revenue fund
    - \$5.00 is disbursed to the Local Revenue fund(This boils down to \$5.90 going to one organization and \$34.10 going to two different Local organizations.)

12. Is your system in whole or in part compliant with PCI Security Standards?
13. Does your solution support convenience fee approach options for alternative payment types such as credit cards? If so, what are they?
14. Does your system have a component to support immediate check verification/validation?
15. Does your system include options for dual-use hardware such as a combined validator and receipt printer?
  - a. What other system efficiencies do you offer?
16. What data sources and/or system components are required to support electronic payment types such as (Credit and Debit Cards and ACH)?
17. Can your system be initially implemented and deployed without electronic payment processing and introduce that at a later phase in the project? What would the impact be to the users?
18. Would your system support an individual chart of accounts per court location? Would it support a single chart of accounts for multiple court locations? Or multiple charts of accounts for the MD Judiciary as a whole?
19. Would you recommend a 3<sup>rd</sup> party to process electronic payments? Why?
20. Is special equipment required to support electronic payment methods? How large of a footprint is required?
21. Does your solution provide auto-reconciliation capabilities for electronic payments?
22. Does your system offer check scanning and imaging?
23. Does your system support load balancing?
24. Does your system support thermal and dot matrix receipt printing? What is preferred, why?
25. Can you meet the support requirements as outlined in the RFP (Section II.12. and the RCS Technical and Functional Requirements)?
26. Does your system architecture allow for plug and play integration? Use of API's? other?
27. Does your system allow communication / integration to the database through a trigger mechanism or web service?



28. Does your system support real-time transaction processing? As well as batch processing?

**Tab 7 - Software Customization Summary.**

While it is the Judiciary's intent to utilize the vendor system's existing capabilities and embedded best-practice business processes, it recognizes that it may have some critical work-processes that require some amount of software customization. Further work will be done to identify these areas as part of the project plan and based on the results of the Gap Fit analysis. However this section is provided as an area to outline any components of your system that would require customization to meet the requirements of the Judiciary stated in the RFP and noted in the RCS Functional and Technical Requirements attachment. Describe the process that the Judiciary and the vendor will engage in for accepting software modifications.

**Tab 8 – Business Process Improvement.**

This section should include a summary statement on the types and areas of business process improvement that the Judiciary can expect as result of implementing the offeror's product. The statement should outline best practices offered and business benefits derived from the improved business processes.

**Tab 9 – Key Personnel.**

This section should include the resumes of the offeror's key staff members. It should identify the specific employees assigned to provide the services solicited by this Request for Proposals. For each key person identified by the offeror, this tab should include the following information, provided in resume format:

- A. Name and title.
- B. Office location and Judiciary of residence.
- C. Project responsibilities and roles.
- D. Educational background.
- E. Professional registrations and memberships (if applicable).
- F. Years of relevant experience.
- G. Years with the company.

**Tab 10 – Subcontracting.**

This section should identify any of the required services that you intend to subcontract, if any, providing the following information:

- A. Reasons for subcontracting.

- i. MBE Participation
- ii. 3<sup>rd</sup> Party component or capability

B. Proposed subcontractor responsibilities.

C. Identity of proposed subcontractors including location, relevant personnel and experience, previous use as a subcontractor, and any other relevant supporting information.

**Tab 11 – Third Party Products.**

The vendor shall explicitly state the name of any third-party products that are part of the proposed solution to the Judiciary. For each third-party product there should be a statement about whether the vendor contract will encompass the third-party product and/or whether the Judiciary will have to contract on its own for the product.

The proposal must describe any products, features or other value added components recommended for use with the proposed system that have not been specifically requested in this RFP. The vendor should also provide proof that it has access to the third-party software source code (owned or in escrow) and that the vendor has the ability to provide long-term support for the third-party software components of its system. Consideration of these product features or other value-added components will be given where they may be of value to the Judiciary.

**Tab 12 – References.**

This tab should include the names, addresses and telephone numbers of at least five other state or local governments with whom the offeror has worked during the last five years that are similar in size and complexity to the Maryland Judiciary. References should be of clients that have been live on the proposed solution for a minimum of two years. This tab should also briefly identify the project, location, services performed, and costs associated with the implementation. If possible, the Maryland Judiciary prefers references that were managed by the same project manager recommended for the Maryland Judiciary. This section of the RFP response should also include an affirmative statement that the offeror grants its consent for the Maryland Judiciary to contact the offeror's references for purposes of evaluating the offeror for this Contract and acknowledges that any information obtained from the offeror's references will not be disclosed to the offeror. The vendor should use the form provided in Attachment 3, Reference Form to submit this information.

This section should also include the name and contact information of one former client that has elected to leave the vendor. The vendor should describe why the client left, and what steps the vendor has taken to correct the issues that resulted in the client's departure.

**Tab 13 – Site Visits.**

This tab should include the contact information for three (3) similar sized state or local government entities that the Maryland Judiciary may conduct site visits with.

**Tab 14 – Non - applicable**

**Tab 15 – Signed Forms.**

This tab should include the completed and signed Signature Sheet, Addenda Acknowledgement and Office of Minority Business Development Forms included with this Request for Proposal.

**PRICE PROPOSAL WORK SHEET  
AND PRICE SUMMARY FORM  
SOLICITATION NO. K10-0017-29**

**Vendors must include all cost of any third party products, including the software license cost, maintenance, implementation, training cost, and any other related costs, including third party software in the total cost of this proposal.**

A. Total Bid Price \$ \_\_\_\_\_

I HEREBY AFFIRM THAT THE FOREGOING BID PRICES INCLUDE ALL COSTS ASSOCIATED WITH THE PERFORMANCE OF THIS SOLICITATION, INCLUDING, BUT NOT LIMITED TO, SALARIES, WAGES, MATERIALS, EQUIPMENT, SHIPPING, DELIVERY, BID PREPARATION, TRANSPORTATION, OVERHEAD, TAXES AND PROFIT, AND I HAVE LEGAL AUTHORITY TO BIND THE BIDDER TO THE BID PRICES SET FORTH ABOVE.

Bid Compiled By:

Title:

Company:

**Price Summary Form**

<b>Vendor Name:</b>		
<b>RFP:</b>		<b>Revenue Collection System (RCS) - Cashiering</b>
<b>Cost Area</b>	<b>Description</b>	<b>Cost</b>
Software License Costs	All costs for required software licenses (application, database, system, 3rd party) related to all requested functional areas.	
Server Hardware Costs	All costs related to new servers to adequately operate proposed software.	
Cashiering Station Equipment Costs	All costs related to cashiering station hardware equipment ( sign poles, drawers, receipt printers, validators, scanners, etc...)	
Software Customization Costs	All costs related to all requirements that the vendor responded with a value of "3-software customization required" in Attachment 1. Costs for modifications to requirements should also be documented in the "comments" column of the Attachment 1.	
Professional Service Costs (Implementation services not including integration and interfaces)	All costs related to professional services (PM, Training, Data Conversion, etc...) required to implement the proposed software, these costs should not include professional services related to integration/interfaces.	
Integration/Interface Cost Estimate	All costs related to professional services for integration/interfaces required to implement the proposed software. Expected interfaces and integration points are identified as part of the RCS Functional and Technical Requirements - Attachment 1.	
		<b>Total One Time Cost:</b>
		<b>\$0</b>
Annual Maintenance (once live)	All annual maintenance costs for required software licenses (application, database, system, 3rd party) related to all requested functional areas.	
Custom Modification Maintenance (once live, if applicable)	All annual maintenance costs related to requirements that the vendor responded with a value of "3-software customization required" in Attachment 1, if applicable.	
Additional Maintenance Fees (once live, if applicable)	All other annual maintenance costs not described above, if applicable.	
		<b>Total Recurring Maintenance Costs:</b>
		<b>\$0</b>
Estimated custom programming rates.	Cost for custom programming.	
		<b>Hourly rate for custom programming:</b>
		<b>\$0</b>

**AOC SOLICITATION NO. K10-0017-29  
SIGNATURE PAGE**

DATE PROPOSAL SUBMITTED:

\_\_\_\_\_

COMPANY OF RESPONDENT (Print or Type):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME/TITLE OF RESPONDENT (Print or Type):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS OF RESPONDENT (Print or Type):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_ FACSIMILE \_\_\_\_\_

FEDERAL TAX I.D. NO. OR SOCIAL SECURITY NO. \_\_\_\_\_

SIGNATURE OF RESPONDENT

\_\_\_\_\_

ACCEPTED FOR AOC: \_\_\_\_\_

**APPENDICES**

## Appendix 1

### Mandatory Terms and Conditions for Contracts Administrative Office of the Courts (AOC)

This Contract is made this \_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, by and between the State of Maryland, Administrative Office of the Courts (the “State” or “AOC”) and Name of contracting business (*The “Contractor”*).

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

**1. Scope of Contract** 1.1 The Contractor shall provide xxxxxxxxxx as described in the attached agreement in accordance with the terms and conditions of this Contract and the Exhibits attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

Exhibit B: Solicitation (Request for Bids/Proposals or Request for Quote)

Exhibit C: Contractor’s Proposal or Quote (includes technical and price 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 Exhibits B and 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.

1.4 Except as otherwise provided in this Contract, if any change causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, 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 shall 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.

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

Once awarded, the Contract shall remain in force for a period not to exceed xx (xx) years from the date of execution. Upon expiration of the Contract, or upon its earlier termination as provided herein, the AOC reserves the right to rebid or to extend for two (2) additional xx (x) year periods at its sole option. AOC, in its sole discretion, may grant an adjustment in the total value of the Contract to allow for inflationary increases for the extension periods provided,

however, that any requested increase does not exceed three percent (3%) or the consumer price index (U.S. Bureau of Labor Statistics - All Urban Consumers), whichever is lower.

### **3. Consideration and Payment**

3.1 The Contractor shall be compensated for xxx. The total price for the goods/services to be provided by Contractor under the contract shall be **xx dollars (\$)**.

3.2 Payments to the Contractor pursuant to this Contract shall be made no later than thirty days after the acceptance of the support services and receipt of a proper invoice from the Contractor. Each invoice for services rendered must reflect the Contractor's federal tax identification number. Charges for late payment of invoices are prohibited.

3.3 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.

**4. Definitions** [ *Only use this section or portions thereof, if applicable to purchase involved* ]. For the purpose of this Agreement, the following definitions shall apply:

4.1 "Materials" means reports, programs, documentation, models, methods, techniques, presentations, drawings, studies, specifications, estimates, tests, software, designs, graphics, computations, and data provided by the Contractor.

4.2 "Products" means (i) a machine, its features, conversions, upgrades, elements or accessories, or any combination of them, provided by the Contractor, and (ii) any of the following provided by the Contractor: machine readable instructions, a collection of machine readable data, such as a database; and related license Materials, including documentation and listings, in any form.

4.3 "System" means the system as provided by this Agreement

4.4 "Type I Materials" means Material that is created under this Agreement.

4.5 "Type II Materials" means Material existing before this Agreement, or developed during, but independent of this Agreement, in which the Contractor or third parties have all right, title, and interest.



## **5. Ownership and Rights in Data**

Section 5 applicable \_\_\_\_\_ or non-applicable \_\_\_\_\_ [*the language in this section applies to software, computer engineering and related situations. It would not be applicable in situations involving the purchase of furniture and related items for example*].

5.1 The Contractor agrees to furnish the AOC with copies of the following (all of which, for purposes of this Agreement, shall be deemed Type I Materials): computations, computer files, data, model(s), transmittal letters, response letters, and all other documents or correspondence pertinent to the operation of the System produced or received as part of this Agreement. In addition, all hardware and Type I software necessary to the System's performance in accordance with the terms of this Agreement are, and shall remain, the exclusive property of the AOC. Licenses for all Type II Materials (e.g., "off the shelf" software) shall be provided to the AOC with all rights to use the Type II Materials. The Contract shall provide to the AOC copies of all end user software licensing agreements for all Type II Materials, which licensing agreements shall be in accordance with the OEM's standard software license, paid-up licenses through the maintenance period (no upgrades included thereafter), and provided at no additional cost to the AOC. Nothing in this Agreement shall prevent the Contractor from utilizing any general know-how, techniques, ideas, concepts, algorithms, or other knowledge acquired or developed during the performance of this Agreement on behalf of itself and its future customers.

5.2 The AOC shall be the owner of all Type I Materials and shall be entitled to use them without restriction and without compensation to the Contractor other than specifically provided in this Agreement. The Contract shall have no liability or responsibility for use of the Type I Materials by the AOC beyond their specified use as part of the System as provided by the Contractor in accordance with this Agreement. The Contractor may retain one copy of the Type I Materials, but may not, without prior written consent of the AOC, be entitled to use, execute, reproduce, display, perform, distribute (internally or externally) copies of, or prepare derivative works based on Type I Materials or authorize others to do any of the former. The AOC may duplicate, use, and disclose in any manner and for any purpose whatsoever, and allow others to do so, all Type I Materials.

5.3 The Contractor agrees that, at all times during the terms of this Agreement and thereafter, the Type I Materials shall be "works for hire" as that term is interpreted under U.S. copyright law. To the extent that any Type I Materials are not works for hire for the AOC, the Contractor hereby relinquishes, transfers, and assigns to the AOC all of its rights, title, and interest (including all intellectual property rights) to all such Type I Materials created under this Agreement, and will cooperate with the AOC in effectuating and registering any necessary assignments.

5.4 The AOC shall retain full ownership over any materials that it provides to the Contractor under this Agreement.

## **6. Warranties The Contractor hereby represents and warrants that:**

6.1 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;

6.2 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;

6.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;

6.4 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;

## **7. Patents, Copyrights**

7.1 If the Contractor furnishes any design, device, material, process, 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 to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also will pay all damages and costs that by final judgment might be assessed against the State due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit.

7.3 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 will, at its option and expense: a) procure for the State 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.

7.4 If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the State, 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.

8. **Non-hiring of Employees** No employee of the State of Maryland or any unit hereof

9. 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.

**9. Disputes** Any claim regarding the proper interpretation of this agreement 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 issuance*].

**10. Maryland Law** The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland, including State Government Article 12-204.

**11. 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.

**12. Non-discrimination in Employment** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, disability, familial status, genetic information, and sexual orientation; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**13. 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 agreement, 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 agreement.

**14. 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 State'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 State 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 State 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.

**15. 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 State 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 State's option, become the State's property. The State 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 State can affirmatively collect damages.

**16. Termination for Convenience** The performance of work under this Contract may be terminated by the State in accordance with this clause in whole or, from time to time, in part whenever the State shall determine that such termination is in the best interest of the State. The State 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.

**17. Delays and Extensions of Time** The Contractor agrees to perform this agreement 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 a State 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.

**18. Suspension of Work** The State 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 convenience of the State.

**19. Pre-existing Regulations** The applicable statutes and regulations of the State of Maryland in effect at the time of this agreement are incorporated in this agreement.

**20. Financial Disclosure** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland during a calendar year under which the business is to receive in the

aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information, to include disclosure of beneficial ownership of the business.

**21. Political Contribution Disclosure** The Contractor shall comply with the provisions of Title 14 of the Election Law of Maryland which require 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 under which the person receives in the aggregate \$100,000 or more, shall, on or before February 1 of the following year, file with the State Administrative Board of Election Laws certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary general election.

**22. Retention of Records** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

**23. Liability for Loss of Data** In the event of loss of any data or records necessary for the performance of this Contract, which such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating all such lost data or records in a manner, format, and time-frame acceptable to the Department.

**24. Cost and Price Certification** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of [ *Insert proper 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 [ *Insert proper date* ] was inaccurate, incomplete, or not current.

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

**26. Indemnification**

26.1 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.

26.2 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.

26.3 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.

26.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit 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 will cooperate, assist and consult with the AOC in the defense or investigation of any claim, suit, or action made or filed against the AOC as a result of or relating to the Contractor's performance under this Contract.

**27. Public Information Act Notice** Offerors shall give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State pursuant to ' 10-617(d) of the State Government Article, Annotated Code of Maryland, or other law relating to access to public records. *[Including, Maryland Rules of Procedure, Rules 16-1001 through 16-1011. If a request is made to review any part of a proposal the offer 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.]*

## **28. Conflict of Interest**

A. "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 person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

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

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

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain details-attach additional sheets if necessary):

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E. 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 agreement as well as disciplinary action against an employee for whom a conflict exists.

**29. 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:** Raymond Mack, Executive Director  
Procurement and Contract Administration  
Maryland Judicial Center  
580 Taylor Ave.  
Annapolis, Maryland 21401  
(410) 260-1410

**Contractor:**

In Witness Whereof, the parties have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Approved for form and legal sufficiency, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
David R. Durfee Jr.  
Director of Legal Affairs

**Contractor**

\_\_\_\_\_  
Signature  
Authorized Representative  
Date: \_\_\_\_\_

**Reviewed:**

\_\_\_\_\_  
Frank Broccolina  
State Court Administrator  
Date: \_\_\_\_\_

**State of Maryland:**

\_\_\_\_\_  
Robert M. Bell, Chief Judge  
Court of Appeals  
Date: \_\_\_\_\_



## Appendix 2

### **BID/PROPOSAL AFFIDAVIT** **ANTI-BRIBERY, NON-COLLUSION, FINANCIAL DISCLOSURE** **AND PROCUREMENT AFFIDAVIT**

#### A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]\_\_\_\_\_and the duly authorized representative of [Contractor]

and that I possess the legal authority to make the Affidavit on behalf of myself and the Contractor 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 Contractor (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, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had a probation before judgment imposed pursuant to Article 27, Section 641 of the 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 persons) involved, and their current positions and responsibilities with the Contractor]:

#### C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (1) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, 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 provision 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 arising out of the submission of proposals 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 conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) been found civilly liable under a state or federal antitrust statute for acts or omission in connection with the submission of proposals or proposals for a public or private contract;

(7) admitted in writing or under oath, during the course of an official investigation or other proceeding, act or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate 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) or the person(s) involved and their current positions and responsibilities with the Contractor, and the status of an debarment]:

#### D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, or any or its officers, directors, partners, or any of its employees directly involved in 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 persons(s) involved and their current positions and responsibilities with the Contractor, the grounds for the debarment or suspension, and the details of each person=s involvement in any activity that formed the ground for the debarment or suspension];

#### 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 Section 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** [indicate the reason(s) why the affirmations cannot be given without

qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above Contractor will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every Contractor that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the Contractor is to receive in the aggregate \$100,000 or more shall, within thirty (30) days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above Contractor will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require 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 under which the person receives in the aggregate \$100,000 or more shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

#### J. DRUG AND ALCOHOL FREE WORKPLACE

##### I CERTIFY THAT:

1. By submission of its proposal or offer, the Contractor, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the Contractor shall:

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone whom the Contractor knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the Contractor has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
  - (i) The dangers of drug and alcohol abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug and alcohol free workplace;
  - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the

workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by subsection 2(b), above;

(h) Notify its employees in the statement required by subsection 2(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Procurement Officer within ten (10) days after receiving notice under subsection 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under subsection 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace;

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of subsection 2(a)-(j), above.

2. If the Contractor is an individual, the individual shall certify and agree as set forth in subsection 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

#### K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

##### I FURTHER AFFIRM THAT:

1. The Contractor named above is a domestic \_\_\_\_\_, foreign \_\_\_\_\_, corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all 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:

Name \_\_\_\_\_

Address \_\_\_\_\_

(If not applicable, so state)

2. Except as validly contested, the Contractor 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 Assessment and Taxation, and the Department of Economic and Employment Development, as applicable and will have all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. ACKNOWLEDGMENT

**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 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 Contractor 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)

### Appendix 3

#### CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "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 person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

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

C. The bidder or offeror warrants that, except as disclosed in § D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain details-attach additional sheets if necessary):

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E. The bidder or offeror agrees that if an actual or potential **conflict of interest** arises after the date of this **affidavit**, the bidder or offeror 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 bidder or offeror 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.

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)

**Appendix 4**

**CONTRACT AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY DECLARE AND AFFIRM that I am the (Title) \_\_\_\_\_  
\_\_\_\_\_,  
and the duly authorized representative of  
(Contractor) \_\_\_\_\_, and that I possess the  
legal authority to make this Affidavit on behalf of myself and the Contractor for which I am  
acting.

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

I FURTHER DECLARE AND AFFIRM that the Contractor named above is a  
domestic \_\_\_ foreign \_\_\_ (check one) corporation registered in accordance with the  
Corporations and Associations Article, Annotated Code of Maryland, and that it is in  
good standing and has filed all its annual reports, together with filing fees, with the  
Maryland State Department of Assessments and Taxation, and that the name and address  
of its resident agent filed with the State Department of Assessments and Taxation is:

Name:

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

(If not applicable, so state)

I FURTHER CERTIFY that, except as validly contested, the Contractor has paid or has  
arranged for payment of all taxes due to the State of Maryland and has filed all required  
returns and reports with the Comptroller of the Treasury, the State Department of  
Assessments and Taxation, and the Employment Security Administration, as applicable,  
and will have paid all withholding taxes due to the State of Maryland prior to final  
settlement.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF**



**PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND  
CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND  
BELIEF.**

\_\_\_\_\_ By: \_\_\_\_\_  
(Date) (Affiant)

## **MBE FORMS**

MJ-EE0-03 – Schedule for participation of Minority Business Enterprise

MJ-EEO-04 – Minority Contractor Project Disclosure and Participation Statement

Forms are available in fillable PDF format on the AOC- Department of Procurement and Contract Administration Website at: [Http://mdcourts.gov/procurement/bids.html](http://mdcourts.gov/procurement/bids.html)