



**ADMINISTRATIVE OFFICE OF THE COURTS
580 TAYLOR AVENUE, 4TH FLOOR
ANNAPOLIS, MARYLAND 21401**

**REQUEST FOR PROPOSALS
PROJECT NUMBER K10-0073-29**

ENTERPRISE RESOURCE PLANNING IMPLEMENTATION

ISSUED: January 31, 2011

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

Procurement and Contract Administration
<http://www.mdcourts.gov>

NOTICE TO PROSPECTIVE OFFERORS

In order to help improve the quality of solicitations and to make the procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposal. If you have chosen not to submit a proposal, please email this completed form to gisela.blades@mdcourts.gov.

Title: Enterprise Resource Planning Implementation

Project No: K10-0073-29

- 1. If you have responded with a "no proposal", please indicate the reason(s) below:
 - Other commitments preclude our participation at this time.
 - The subject of the solicitation is not something we ordinarily provide.
 - We are inexperienced in the work/commodities required.
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - The scope of work is beyond our present capacity.
 - We cannot be competitive. (Explain in REMARKS section.)
 - Time allotted for completion of the proposals is insufficient.
 - Start-up time is insufficient.
 - Insurance requirements are restrictive. (Explain in REMARKS section.)
 - Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)

Other: _____

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

REMARKS:

Name: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET
THE MARYLAND JUDICIARY
ENTERPRISE RESOURCE PLANNING IMPLEMENTATION
Request for Proposals – Project Number K10-0073-29

RFP Issue Date: **January 31, 2011**

Procurement Officer: Gisela Blades
Administrative Office of the Courts
Procurement and Contract Administration
580 Taylor Avenue, A-4
Annapolis, Maryland 21401
410-260-1594
gisela.blades@mdcourts.gov

Proposals are to be sent to: Gisela Blades
Administrative Office of the Courts
Procurement and Contract Administration
580 Taylor Avenue, A-4
Annapolis, Maryland 21401

Procurement Method: Competitive Sealed Proposals

Pre-Proposal Conference: **February 9, 2011, 10:00 AM**
Judiciary Education and Conference Center
Rooms 7 through 10
2011D Commerce Park Drive
Annapolis, Maryland 21401

Closing Date and Time: **March 24, 2011, 2:00PM (EST)**

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SECTION 1 - GENERAL INFORMATION

1.1 SUMMARY STATEMENT

The Administrative Office of the Courts (herein after referred to as the “AOC” or “Judiciary”) is issuing this Request for Proposals (RFP) to contract for Enterprise Resource Planning (ERP) software implementation services. PeopleSoft, JobAps and eGrantsPlus (ERP Software) is the selected software package and has been procured under a separate solicitation(see Appendix 1). This RFP focuses on two primary needs within the MD Judiciary: AOC Back-Office operations and the integrated local accounting functionality for circuit courts and the District Court.

Contractor will provide complete implementation services to include planning, design and development, testing, and training.

1.2 ABBREVIATIONS AND DEFINITIONS

Contract	The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of ATTACHMENT A.
Contractor	The selected Offeror awarded the Contract as a result of this solicitation.
Days	Means calendar days.
ERP Software	Means the collective Peoplesoft, JobAps, and eGrantsPlus software products procured by the Maryland Judiciary.
ERP Project Team	Means JIS Project Manager, AOC Project Director and associated staff
JIS	Judiciary Information Services (Judiciary IT Office)
Local Time	Time in the Eastern Time Zone as observed by the State of Maryland
NTE	Not-to-Exceed Ceiling - Pertains to both Fixed Price and all Time and Material and Labor Hours types of Task Orders (TO) awarded under the Contract. It is a discrete dollar amount, listed in the TO, that may not be exceeded. If the Contractor reaches this NTE Ceiling while performing under a TO, it shall stop performing any services for which it would seek payment beyond the NTE Ceiling amount, unless the Procurement Officer via Change Order authorizes an increase to allow the continuation of services.
NTP	Notice to Proceed. Written notice given by the AOC to the Contractor as authorization and direction to begin work in the areas specified.
PD	Project Director
PM	Project Manager
RFP	This Request for Proposals for the Maryland Judiciary, Solicitation Number K10-0073-29 dated January 31, 2011, including any

amendments.

TORFP Task Order Request for Proposal to be issued for optional services

1.3 **CONTRACT TYPE**

The Contract that results from this RFP shall be based on firm-fixed pricing for the ERP implementation and related services, and indefinite quantity with fixed unit pricing for optional services.

1.4 **CONTRACT DURATION**

The Contract resulting from this RFP shall be for a period of three years from the date of execution. The Judiciary shall have the unilateral right to exercise five one-year renewal options.

1.5 **PROCUREMENT OFFICER**

The sole point-of-contact for purposes of this RFP prior to the award of any contract is the Procurement Officer (PO) as listed below:

Ms. Gisela Blades
Deputy Director
Department of Procurement & Contract Administration
Maryland Administrative Office of the Courts
580 Taylor Avenue, 4th Floor
Annapolis, Maryland 21401
Telephone 410.260.1594
E-Mail gisela.blades@mdcourts.gov

The AOC may change the PO at any time by written notice.

1.6 **CONTRACT MANAGER**

The Contract Manager (CM) is the AOC representative who monitors and assesses the performance of the Contractor and is designated below:

Ms. Gisela Blades
Deputy Director
Department of Procurement & Contract Administration
Maryland Administrative Office of the Courts
580 Taylor Avenue, 4th Floor
Annapolis, Maryland 21401
Telephone 410.260.1594
E-Mail gisela.blades@mdcourts.gov

The AOC may change the CM at any time by written notice to the Contractor.

1.7 **PROJECT DIRECTOR**

The Project Director (PD) is the AOC representative who directs and coordinates the overall activities encompassed within the scope of this procurement and is designated below:

Ms Tammy Sitar
Deputy Director
Department of Budget and Finance
Maryland Administrative Office of the Courts
580 Taylor Avenue
Annapolis, Maryland 21401
Telephone 410.260.1419
E-Mail tammy.sitar@mdcourts.gov

The AOC may change the PD at any time by written notice to the Contractor.

1.8 **PROJECT MANAGER**

The Project Manager (PM) is the AOC representative who directs and coordinates the day-to-day Contractor activities within the scope of this procurement, and is designated below:

Ms. Barbara Hansman
Judicial Information Systems
2661 Riva Road
Annapolis, MD 21401
Telephone 410.260.1087
E-mail barbara.hansman@mdcourts.gov

The AOC may change the PM at any time with written notice to the Contractor.

1.9 **PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will be held February 9, 2011; 10:00 AM, at the following location:

Maryland Judicial Education and Conference Center
2011 D Commerce Park Drive, Rooms 7 through 10
Annapolis, Maryland 21401

Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may improve the Offeror's overall understanding of technical requirements and the ability to meet the Judiciary's Minority Business Enterprise (MBE) goals, affidavits and other administrative requirements.

The Pre-Proposal Conference will be summarized in writing. As promptly as is feasible after the Pre-Proposal Conference, a written summary of the Pre-Proposal Conference and all questions and answers known at that time will be posted on eMarylandMarketplace and the Judiciary web site.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please submit the Pre-Proposal Conference Response Form no later than February 7, 2011. The Pre-Proposal Conference Response Form is included as ATTACHMENT F to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. The AOC shall make reasonable efforts to provide such special accommodation.

1.10 QUESTIONS

Questions may be submitted to the Procurement Officer by e-mail. E-mailed questions must include the solicitation number, K10-0073-29, in the subject line. Questions, both oral and written, shall also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions shall be answered at the Pre-Proposal Conference.

Questions shall also be accepted after the Pre-Proposal Conference. All post-Conference questions should be submitted in writing in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requester, will be posted on the Judiciary's Procurement website and eMarylandMarketplace. See RFP Section 1.23 concerning timely submission of exceptions.

1.11 PROPOSALS DUE (CLOSING) DATE

An unbound original and six bound copies of each proposal (technical and financial) must be received by the PO, at the address listed in RFP Section 1.5, no later than **2:00 p.m. (EST)** on **March 24, 2011**, in order to be considered.

Requests for extension of the closing date or time shall not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Proposals received by the PO after the due date, **March 24, 2011 at 2:00 p.m. (EST)**, shall not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals shall not be opened publicly.

1.12 DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for 180 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the PO's request only with the Offeror's written agreement.

1.13 **REVISIONS TO THE RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments shall be provided to all prospective Offerors by posting to the Judiciary's website and eMarylandMarketplace. Amendments made after the due date for proposals shall be sent only to those Offerors who submitted a timely proposal.

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

1.14 **CANCELLATIONS; ACCEPTANCE; MINOR IRREGULARITIES AND DISCUSSIONS**

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

1.15 **ORAL PRESENTATION**

Qualified Offerors will be asked to make oral presentations expanding on their technical proposal. The purpose of these discussions is to clarify information in Offeror's proposal. Key project personnel will be required to attend.

The presentation may include, but is not limited to, the following:

- Review of Offeror's key clients and projects
- Answers to questions posed by attendees

1.16 **INCURRED EXPENSES**

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

1.17 **ECONOMY OF PREPARATION**

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

1.18 PROTESTS/DISPUTES

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

1.19 MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

1.20 MINORITY BUSINESS ENTERPRISES

A Minority Business Enterprise (MBE) subcontractor participation goal of **25 percent** of the dollar value of the Contract has been established for this procurement.

Questions or concerns regarding the MBE requirements of this solicitation must be raised **before** the proposal due date.

ATTACHMENTS D-1 and D-2 must be completed and submitted with each Offeror's proposal. **Offeror's failure to complete, sign, and submit ATTACHMENTS D-1 and D-2 at the time it submits its proposal in response to the RFP will result in the rejection of the Offeror's proposal. This failure is not curable.**

1.21 ACCESS TO PUBLIC RECORDS NOTICE

An Offeror must clearly identify those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Judiciary under the Public Information Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland or Rules 16-1001 through 16-1011, the Court Access Rules.

All information which is claimed to be confidential is to be submitted on yellow paper and identified with particularity, set out in bold-face upper case type, placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable in the Financial Proposal. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed.

1.22 OFFEROR RESPONSIBILITIES

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the proposal shall be included in the Offeror's proposal. Additional information regarding MBE subcontractors is provided under RFP Section 1.20 above.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will

guarantee the performance of the subsidiary. If applicable, the Offeror's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.23 **MANDATORY CONTRACTUAL TERMS**

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as ATTACHMENT A. A proposal taking any exceptions to the terms and conditions of the RFP will not be considered. **The AOC will only consider exceptions raised prior to submission of proposals.**

1.24 **PROPOSAL AFFIDAVIT**

A completed Bid/Proposal Affidavit must accompany the Technical Proposal submitted by an Offeror. A copy of this Affidavit is included as ATTACHMENT C of this RFP.

1.25 **ARREARAGES**

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

1.26 **PROCUREMENT METHOD**

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

1.27 **VERIFICATION OF REGISTRATION AND TAX PAYMENT**

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

1.28 **CONFLICT OF INTEREST**

Potential Offerors should be aware that the State Ethics Law, State Government Article, § 15-508, might limit the Offeror's ability to respond to this solicitation, depending upon specific circumstances.

1.29 **NON-DISCLOSURE AGREEMENT**

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

1.30 BACKGROUND INFORMATION

1.30.1 Administrative Office of the Courts (AOC)

The AOC was created to implement court policies established by the Chief Judge of the Court of Appeals, who is the administrative head of the Maryland Courts. The AOC operates under the State Court Administrator with the assistance of department directors who also support elected Clerks and their staff in statewide locations totaling 3,800 employees. The AOC supports the Chief Judge in fulfilling his administrative responsibilities, which include the following:

- Human Resources
- Budget and Finance
- Procurement and Contracts
- Grants
- Program Services
- Family Court
- Judicial Information Systems (JIS)

Locations supported:

- AOC: 3 locations in Annapolis Maryland
- District Court: 33 locations Statewide
- Circuit Courts: 24 locations Statewide

Anticipated User Base:

- 250 employees at the AOC
- Less than 100 employees within the District Court Accounting Departments
- Less than 100 employees within the Circuit Court Accounting Departments

1.30.2 Current Technical Environment

1.30.2.1 Data Center

JIS operates a data center in Annapolis. In order to distribute and mirror all data center operations across two locations, there is interest in establishing a second “lights out” data center and balancing the load of IBM AIX applications between the two sites. However, there are no current plans to establish the second data center. JIS contracts with SunGard for a disaster recovery “warm site” in Philadelphia.

The AOC intends to host the ERP Software within its existing data center and leverage existing infrastructure to the extent possible (see Appendix 24).

1.30.2.2 Data Center Network

The JIS data center is the hub of the Maryland Judiciary's wide area network (WAN). The data center has redundant Asynchronous Transfer Mode (ATM) OC-3 and frame relay DS3 connectivity to Verizon and Ethernet connectivity to networkMD, the Judiciary's Internet Service Provider (ISP). These circuits are deployed in a SONET ring configuration to eliminate any single point of failure. The JIS Sonet ring consists of five nodes in the Annapolis area – two Verizon central offices and three Judiciary locations. The data center has two Cisco 7206 core routers, and each remote location typically has one or two Cisco 3845, 3745, 2851, or 1801 routers.

In the JIS data center, there are three Cisco firewalls that separate the network from the Internet and the land records systems. Spam-blocking is provided by three Barracuda Networks spam firewall appliances. Intrusion protection is provided through two Cisco 4250 appliance sensors. Remote access is available to some users through redundant Cisco 3060 Virtual Private Network (VPN) concentrators that support IP security (IPsec) – based VPNs.

The local area networking environment in the data center is primarily Fast Ethernet (100 Mb per second) segmented into virtual LANs (VLANs). In the JIS data center, the Cisco 6513 switches and some servers are connected to the core routers with Gigabit Ethernet. In addition, JIS is rolling out wireless networking to select locations.

1.30.2.3 Workstation Environment

The ERP shall be installed within the following workstation environment:

- Internet Explorer (Version 7.0 or higher), Windows XP, Service Pack 3.
- Microsoft Office 2003 Pro Application Suite

1.30.3 Caveat

As technology changes, JIS may modify its technical environment accordingly to best meet Judiciary objectives.

SECTION 2 - STATEMENT OF WORK

2.1 OBJECTIVES AND GOALS

Currently, the AOC relies on various legacy systems to perform day-to-day business functions. Business units such as Human Resources, Procurement, Budget and Finance, as well as Local Court Accounting for both the circuit courts and the District Court, rely on a combination of commercial off-the-shelf (COTS) software and custom in-house applications. The AOC has selected ERP Software to fill the need for an integrated ERP solution that will provide more accurate and timely data and the ability to analyze that data with newer, more flexible tools. The AOC lacks expertise in the implementation of ERP Software and must therefore contract with a contractor who has documented expertise and success in this process. The AOC requires implementation services for ERP Software to replace and augment existing Budget and Finance, Procurement, Human Resources and Grants Management systems as well as support Program Services and Local Court Accounting for the Circuit and District Courts. AOC expects that the ERP Software, as implemented by the Contractor, will provide the AOC, local courts and District Court with centralized accounting and budgeting capabilities.

The features to be implemented and configured are derived from the requirements and future process flows identified in Appendices 5-17 and 28. Since a new Cash Register system is being installed in all of the local District and Circuit Courts through another project, Cashiering is not within the scope of this RFP. Specifically, in reference to this ERP implementation, the AOC expects that all other Local Accounting requirements as listed in Appendix 27 shall be met through this implementation, and will likely be the last functionality to be implemented.

General System Business Requirements are provided in Appendix 18. Specific Business Requirements (Appendices 19 – 23, 27 & 30) and the Future Processes and Models (Appendices 5-17) have been provided as required scenarios in which the integrated software should operate and are referenced to show efficiencies to be gained centrally by AOC.

The current environment background and process flows for Local Accounting in Appendix 26 have been provided as a reference to show the degree to which the integrated software must support current activities at the local courts.

Contract Objectives:

- Successful installation and configuration of ERP Software
- Customization/Bolt-on development of ERP Software to meet the requirements of AOC
- Effective training in the use of ERP Software
- Migration of data from existing applications to ERP Software
- Integration of ERP Software with other enterprise applications within the MD Judiciary via Oracle's Enterprise Service Bus product stack.
- Creation of Reporting and Query environment.

Business Goals:

- Improved business processes supported by technology with the ability to easily implement upgrades as business requirements and technology change
- Greater operational efficiency by leveraging best practices
- Increased access to data and ease of use for staff and users throughout their departments and the courts
- Improved integration to reduce redundancy of data input and retention, providing unified and integrated access to information to support business decisions
- Integration with existing and/or planned IT architecture; hosting the ERP on-site at JIS

2.2 AOC BUSINESS AREAS

The scope of this project for the AOC incorporates business requirements from each of the key business areas and those gathered for local accounting. The requirements were defined through Joint Application Design (JAD) sessions conducted in advance of the ERP Software acquisition. The RFP appendices as listed below provide a summary of each of the AOC divisions, process descriptions and a detailed workflow diagram of each process as anticipated by the stakeholders:

- Appendix 5 – Department of Family Administration Grants and Future Model
- Appendix 6 – Procurement and Future Model
- Appendix 7 - Accounts Payable and Future Model
- Appendix 8 – Revenue and Future Model
- Appendix 9&10 – Budget with Reports and Future Model
- Appendix 11 - Financial Services and Future Model
- Appendix 12 - Recruiting Services and Future Model
- Appendix 13 – Personnel Transactions and Future Model
- Appendix 14 – Class and Salary and Future Model
- Appendix 15 – Payroll and Future Model
- Appendix 16 - Employee Relations and Future Model
- Appendix 17 - Professional Development and Future Model
- Appendix 18 – General System Business Requirements
- Appendix 24 – Enterprise Architecture
- Appendix 26 - Local Accounting Current Environment
- Appendix 28 - Program Services
- Appendix 30 – ERP Security Requirements

Additional references are provided in the Budget and Finance business area to show the points of integration needed to support the local accounting functions at each court location. A description of the current local court accounting environment is provided in Appendix 26 to show the areas of overlap and redundancy in functionality required by the AOC and the local courts. The implementation must be flexible enough to allow the AOC to take advantage of process efficiencies in back-office operations while the current needs for local court accounting are still met. The “business owners” of the new ERP solution will be comprised of representatives from the key AOC business areas and include representatives from the local accounting business areas (circuit and District Court fiscal clerks, and District Court Headquarters).

2.3 JUDICIARY RESPONSIBILITIES

The AOC will provide the following resources on a limited basis:

- Executive Steering Committee created from each of the stakeholder business areas, senior management and one IT representative.
- Project Manager as liaison with the Contractor PM and JIS staff.
- Project Director who will make functional business decisions, approve deliverables and invoices.
- JIS staff to coordinate with the Contractor IT staff to establish the necessary testing and production environments and other infrastructure items, but not participate in ERP Software configurations.
- Subject matter experts who use the current processes and work on the current systems.

The AOC will provide office space, power, and associated physical device connectivity for up to eight people at one time at Annapolis locations. Additionally, the AOC will provide training facilities required for training of Judiciary personnel by the Contractor.

2.4 CONTRACTOR REQUIRED SERVICES AND DELIVERABLES

Contractor shall assume full responsibility for the successful project delivery.

2.4.1 Data Migration (Deliverable)

Contractor shall be responsible for migrating data from the existing systems to the ERP data structures.

2.4.2 Systems Interfaces (Deliverable)

The Contractor will be responsible for the integration of the core PeopleSoft modules with the JobAps and STR eGrantsPlus applications as well as interfaces described in Appendix 32.

The Contractor is responsible for integration of ERP Software with other enterprise applications within the MD Judiciary via Oracle's Enterprise Service Bus stack (see Appendix 24). In the event that an external interface cannot support this mechanism, other data interface methods will be used. In this event, the interfaces must have exception handling, workflow/approval capabilities, and reporting as defined during the implementation. Contractor will identify any 3rd party tools to be used in system interfaces. Any such tool must be approved by the PM prior to acquisition and use.

2.4.3 System Architecture Configuration Document/Diagram and Services (Deliverable)

Contractor shall provide on-site services to install and configure the ERP Software at the JIS data center. Contractor shall provide advice and assistance, as requested, regarding operating system, security software, and database component configuration alternatives in order to create the most efficient operating environment consistent with established JIS technical standards

The Contractor shall provide the final detailed documents within 21 calendar days after receipt of the initial NTP.

2.4.4 Disaster Recovery (Deliverable):

The Contractor will incorporate the ERP specifics into JIS' existing DR structure (see Appendix 24).

2.4.5 Project Management

2.4.5.1 ERP Project Management Plan (PMP) (Deliverable)

The Contractor is required to develop a comprehensive and detailed ERP PMP to govern the execution of the project. This PMP shall reflect best practices in project management applied to the unique needs of the ERP Project. The PMP must be provided in Microsoft Project 2003 and include, at a minimum, the following elements:

- Project organization, including structure, roles, responsibilities, and human resource levels
- Project work breakdown structure (WBS) and schedule, fully loaded with dependencies and resource requirements that cover the implementation across all functional areas as defined in workflow appendices 5 – 17 and 28. Schedule shall include delivery dates of all proposed deliverables.
- Approach to managing scope, budget, and schedule. This Change Management process shall include how potential revisions to scope, budget, or schedule will be identified, recorded, reviewed, and approved
- Approach to ensuring effective project communication
- Approach for identifying, tracking, and resolving issues and risks, including roles, responsibilities, escalation process, and tools for reporting issues and risks to the ERP PM and PD
- Approach to configuration management for reviewing, accepting and maintaining version control on all project deliverables
- Approach for quality management, for ensuring high quality deliverables and project quality control
- Approach to decision management, outlining a structured approach to documenting and resolving key project decisions

The Contractor is required to submit a draft PMP to the PD 60 days after issuance of a NTP. Upon review and acceptance, the final PMP will serve as the basis for controlling of all project management activities. Production of all proposed deliverables must be included in the draft.

2.4.5.2 Subcontractor Management Plan (SUBCP) (Deliverable)

The Contractor shall provide a Subcontractor Management Plan for each subcontractor employed by the Contractor. The plan shall, at a minimum, include the following:

- Contractor/subcontractor working relationship
- Subcontractor's Project Requirements
- Tools and procedures that will be used to manage the sub-contractor(s)
- Approach to problem resolution
- Corrective action approach for missed deliverables

2.4.5.3 ERP Project Management (Deliverable)

The Contractor shall be responsible for the ongoing planning, monitoring, controlling, and reporting of project performance across all elements within the scope of this engagement. The Contractor shall coordinate its project management efforts and reporting with the PM and the PD.

At a minimum, the Contractor shall provide project management services to:

- Ensure that all deliverables are produced as scheduled
- Respond to inquiries about project status and risks
- Identify issues, risks, and alternative solutions to address these matters

2.4.5.4 Progress Reporting (Deliverable)

2.4.5.4.1 The Contractor shall deliver a weekly progress status reports to PD and PM no later than 5:00 pm EST every Friday throughout the project. Each status report shall include:

- Current status of the project
- Scheduled tasks completed throughout the preceding week
- Unscheduled tasks completed throughout the preceding week
- Scheduled tasks currently not completed
- Updated issue log with action items and due dates
- Expected activities for the next week
- Anticipated delays and risks

2.4.5.4.2 The Contractor shall deliver monthly progress reports to the PM and PD no later than 5:00 pm EST on the 15th of each month. If the 15th is not a business day the report shall be delivered on the next following business day. Monthly reports must include:

- An outline and summary of the events from each week through the preceding month
- A complete monthly risk assessment clearly identifying any new or updated risks associated with project
- An updated project schedule including scheduled resource requirements

2.4.6 System Configuration and Implementation

2.4.6.1 Detailed System Design Document (DSD) (Deliverable)

The Contractor shall work with the PD to confirm the required workflow diagrams and produce the ERP System Design Document. The ERP Design Document will provide the following at a minimum for each system component:

- A classification of each component (i.e. subsystem, module, class, package, function, file, etc.)
- Component Definition - specific purpose and semantic meaning of the component
- Component Responsibilities - The primary responsibilities and/or behavior of this component
- Component Constraints - Any relevant assumptions, limitations, or constraints for this component
- Component Composition - A description of the use and meaning of the subcomponents that are part of this component
- Resources - A description of any and all resources that are managed, affected, or needed by this entity
- Processing - A description of precisely how this component goes about performing the duties necessary to fulfill its responsibilities (i.e. algorithms used, changes of state, handling of exception conditions, etc.)
- Interfaces/Exports - The set of services (resources, data, types, constants, subroutines, and exceptions) that are:
 - A) Provided by this component
 - Or
 - B) Required by this component.

2.4.6.2 Data Dictionary (DD)(Deliverable)

Contractor shall provide a data dictionary to include the following:

- Tag Name
- Attributes
- Text Explanation of the Data Field
- Entity Relationship
- Key Field Indicator

2.4.6.3 Requirements Gap Analysis (Deliverable)

The Contractor must conduct and complete the business requirement confirmations required in the Requirements Appendices 19 – 23, 27 and 30, to determine any gaps between the needs of the Judiciary and what the ERP Software actually provides from a functional business perspective. Any gaps identified must be accompanied by an explanation of why the Contractor believes there is a conflict in the assessment of the requirement and a plan for resolving the gap through system configuration, custom development, or additional component incorporation. The Contractor is required to submit this deliverable in draft. Upon review and acceptance, the final Requirements Gap Analysis will serve as the basis for altering the scope of the implementation.

2.4.7 Quality Assurance

2.4.7.1 Quality Assurance Plan (QAP) (Deliverable):

Contractor shall provide and enforce a Quality Assurance Plan that shall, at a minimum, include the following:

- Quality Assurance Methodology - a description of the methodology to be used to ensure the delivery and successful verification / validation of required functional and technical system components
- Defined roles of the contractor and the Maryland Judiciary associated with the review and approval of project deliverables and in support of software testing efforts
- The use of a Requirements Traceability Matrix as described in section 2.4.7.2.
- Outline of the software test plan to include the proposed schedule and use of test scripts and automated testing considerations
- Testing personnel requirements - both contractor and Judiciary support
- Defect tracking, reporting, and resolution tools and procedures
- Problem escalation procedures.

2.4.7.2 Requirements Traceability Matrix (Deliverable)

The Contractor shall provide a mechanism for tracking adherence to the requirements identified in this RFP and the gap analysis and system design activities. This mechanism must support change management and system testing, including user acceptance testing. The Contractor is required to submit this deliverable in draft to the PM and PD. Upon review and acceptance, the final Requirements Traceability Matrix will serve as Contractor's mechanism for quality assurance.

2.4.8 Training

2.4.8.1 Training and Training Plan (Deliverable)

The Contractor shall provide training. The Contractor shall provide a training plan to the PM and PD 90 days prior to training. The plan shall be tailored to the various roles within AOC and shall outline the objectives, needs, strategy, and curriculum to be addressed when training users and administrators on the new system. Training deliverables must include an effective combination of written material coupled with classroom sessions, hands-on practice, computer-based modules, and other delivery means as appropriate. The Contractor shall effectively catalogue all training materials, which shall be reusable, and customizable by the AOC. The training must be focused on developing the knowledge and skills needed to effectively administer and use ERP functions according to the daily activities of each role. This plan, at a minimum, shall include the following:

- Activities needed to support the development of training materials.
- Coordination of training schedules and reservation of personnel and facilities.

- Planning for training needs, including the target audiences and topics on which training must be conducted.
- Format of the training program, including the topics to be covered, materials, time, space requirements, and proposed schedules.
- Delivery methods to be used for each audience as well as the resources involved in preparing, staging, delivering, and maintaining training materials and content.

Contractor shall provide baseline training materials and reference information for the implementation and configuration of the initial core process as well as system administration. This will be a work-in-progress throughout the project. Contractor shall review and update the ERP documentation and associated training process. All updates shall be submitted to the PD.

2.4.8.2 Training Documentation (Deliverable)

The Contractor shall provide to the PD training documentation tailored for various roles within AOC for all ERP components and system administration in the form of User Guides/Manuals that include Frequently Asked Questions, Quick Tips, etc., available for download. The documentation shall be in plain English with hard copy handbooks and electronic CD-ROM copy in MS Word 2003 format unless otherwise directed by the PD. At a minimum, documentation shall include the following:

- ERP User Guide: The contractor shall develop a User Guide in conjunction with AOC core team users. The User Guide shall provide “How To” instructions which navigate the user in detail through the use of the application. This guide shall contain system screen shots and shall provide step by step instructions for completing tasks and activities. At a minimum the guide shall contain the following content:
 - Summary of the application
 - Glossary (Definitions/Acronyms)
 - Procedures (Step-by Step instructions on how to use the system)
 - Examples of related outputs
- Application Administrator Guide: The Contractor shall provide documentation for designated power users and/or application administrators to include but not limited to the following topics:
 - User account creation
 - Application maintenance and administration
 - Application configuration to include adding and changing mandatory/optional status of data elements and adding entries to code tables
 - User security administration
 - Workflow administration
 - Reports administration
 - Other topics as identified in Offeror’s proposal and approved by the PD.
- ERP Systems Administration Guide: The Contractor shall provide systems administration documentation tailored to AOC’s ERP system and shall at a minimum, include the following:

- Network/System diagrams
- Technical and function specification for software
- Security specifications
- Troubleshooting criteria and procedures
- Required system and database maintenance
- Restart and recovery procedures
- Application software monitoring and alerting tools
- Interface specifications
- Backup and restore procedures
- Scheduled process and scripts for batch jobs
- Data extraction/sharing requirements
- Installation procedures
- Resource requirements
- Release notes

The Contractor is required to submit a draft ERP Training Plan to the PM 90 days prior to training commencement. Upon review and acceptance, the final Training Plan will serve as the basis for managing all training activities.

2.5 TESTING

2.5.1 Test Plan (Deliverable)

In accordance with the approved Quality Assurance Plan (see section 2.4.7.1), the Contractor shall provide a comprehensive Test Plan specifying the testing methodology and timeline. The Test Plan shall include:

- Test case, test script, and test data development as determined and agreed to during the initial planning period, including the use of converted data from existing systems;
- The level and extent of testing support required from Judiciary staff;
- The method by which testing problems and defects will be recorded, reported, and reviewed by the project team;
- The proposed use of automated testing methods for performance, regression, or other testing processes;
- The proposed test environment requirements to provide appropriate access to all testing participants;
- The proposed testing schedule, including all test phases and re-testing.

The Test Plan shall be delivered to the PM and PD for review and approval.

2.5.2 Functional and Systems Testing (Deliverable)

Contractor shall:

- Conduct functional testing and submit to the ERP PM and Project Director the results in accordance with the approved Test Plan
- Conduct System Level testing on a complete, integrated system to evaluate the system's compliance with its specified requirements. Specific test types to be executed as part of this activity include but are not limited to the following types:
 - Incremental Integration – testing aimed at verifying the ability of the system to appropriately support one or more business processes across multiple functional components
 - Performance – testing which varies load, volume and response times as defined by the requirements
 - Load – testing to identify the points at which application software response time fails stated time frames
 - Exchange / Interface - testing to verify the correct exchange of data with interfacing systems, both internal and external to the Maryland Judiciary, through both the Enterprise Service Bus vehicle and independent methods as appropriate.

2.5.3 Final User Acceptance Testing (UAT) (Deliverable)

In coordination with the Judiciary staff, Contractor shall conduct final UAT, including parallel processing as appropriate to:

- Validate the system is set-up for transactions and user access;
- Confirm the use of the system in performing business processes;
- Confirm the integrity of business process, data, services, security, reports and end-products through methods including but not limited to parallel processing; and
- Verify all requirements of the RFP and system specifications as stated in the Contractor's response to the RFP have been met.

2.6 APPLICATION SOFTWARE MAINTENANCE

As each functional unit is rolled into production, interim and ongoing maintenance and support will be procured under a separate contract.

2.7. DELIVERABLES

2.7.1 Deliverable Updates

Throughout the course of the project, as defined in the PMP (see Section 2.4.5.1), the Contractor shall provide written updates to the following plans (deliverables):

- Project Management Plan (PMP)
- Quality Assurance Plan (QAP)
- Subcontractor Management Plan (SUBCP)
- Training Plan (TP)

- Detailed System Design Document (DSD)
- Data Dictionary (DD)

2.7.2 Deliverable Submission and Acceptance Process

- For each written deliverable, draft and final, the Contractor shall submit to the PD one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2003 and/or Visio 2000.
- Unless otherwise specified, drafts of all final deliverables are required at least two weeks in advance of all final deliverable due dates. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable must:
 - Be presented in a format appropriate for the subject matter and depth of discussion;
 - Be organized in a manner that presents a logical flow of the deliverable's content;
 - Represent factual information reasonably expected to have been known at the time of submittal;
 - Present information that is relevant to the section of the deliverable being discussed;
 - Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.
- Upon completion of a deliverable, the Contractor shall document each deliverable in final form to the Project Director for acceptance. The Contractor shall memorialize such delivery in a Receipt of Deliverable Form (Attachment G). The PD shall countersign the AOC Receipt of Deliverable Form indicating receipt of the contents described therein.
- Upon receipt of a final deliverable, PD shall commence acceptance testing or review of the deliverable as required in order to validate the completeness and quality in meeting requirements. Upon completion of validation, PD shall issue to the Contractor notice of acceptance or rejection of the deliverables in an AOC Acceptance of Deliverable Form (Attachment H). In the event of rejection, the Contractor shall correct the identified deficiencies or non-conformities within the deadline set by the PD. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by PD or PD has specifically issued in writing a waiver for conditional continuance of project tasks. Once the AOC's issues have been addressed and resolutions accepted by PD, the Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format.
- When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of the RFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- Be presented in a format appropriate for the subject matter and depth of discussion;
- Be organized in a manner that presents a logical flow of the deliverable's content;
- Represent factual information reasonably expected to have been known at the time of submittal;
- Present information that is relevant to the section of the deliverable being discussed.

2.8 CONTRACTOR KEY PERSONNEL

The Contractor shall provide the key personnel identified below. Key personnel must be based on-site and available when necessary to meet the requirements of the ERP project, and are expected to work on-site in Annapolis, MD. The Contractor may not assign key personnel to other Contractor projects in any way that results in a conflict in their ability to meet the requirements of the Contract. The Contractor shall provide those individuals accepted as key personnel throughout the Contract term, in accordance with RFP Section 2.8.2. The labor categories the AOC recommends are listed in this section; however, the Contractor shall employ other personnel as it sees fit to accomplish the requirements of the Contract.

2.8.1 Key Personnel Qualifications

PeopleSoft experience is required for all key personnel. The Contractor shall certify that key personnel meet the qualifications identified in this RFP. On a case-by-case basis, Contractor key personnel may be approved by the AOC for performance in multiple skill categories for which they are qualified, provided hours billed correspond with applicable individual labor categories worked.

Substitution of Education for Experience is not permissible. For key personnel requiring a Bachelor's Degree, a Master's Degree or higher may not be substituted for the general and specialized experience required.

Substitution of Experience for Education. If the Contractor proposes to substitute experience for the education required for any key personnel, the Contractor must make a convincing argument to the AOC why the experience may be considered a satisfactory substitute.

2.8.2 Substitution of Key Personnel.

Stability of key personnel is critical to project success. For this reason, the Contractor shall retain key personnel interviewed and/or accepted by PM for a minimum period from the Notice to Proceed through implementation. Contractor shall propose substitutes for key personnel, for other than emergency situations (illness, death, emergency resignation, or emergency disciplinary termination), to the CM in writing at least 15 business days in advance of the proposed substitution.

AOC will interview and accept/reject any proposed substitute for a key employee. The resume of any proposed substitute shall be signed by the substitute and by the Contractor's PM, and the resume of the previous key employee shall be provided for comparison purposes.

CM must agree to the substitution in writing before it becomes effective.

The Contractor may only propose a substitute for a key employee with one having qualifications at least equal to the one the Contractor intends to replace.

If one or more key personnel are unavailable for work under the Contract for a continuous period exceeding 10 business days, the Contractor shall immediately notify the CM and replace the personnel with CM approved substitutes of equal or better qualifications within 10 business days after notification.

2.8.3 Mitigation Procedures for Poor or Non-Performance

At any time during the time of performance described for deliverables in Section 2.4, should the Project Personnel exhibit poor deliverable quality, or should the Project Personnel exhibit poor or non-performance, as determined by the PD, AOC shall pursue the following mitigation procedures prior to requesting a replacement employee:

- The CM shall document performance issues and give written notice to the Contractor, clearly describing problems and delineating remediation requirement(s).
- The Contractor shall respond with a written remediation plan within three business days and implement plan immediately upon written acceptance by the CM.
- Should performance issues persist, the CM may give written notice or request the immediate removal of the person(s) whose performance is at issue, and determine whether a substitution is required.

2.8.4 Required Key Personnel

- 2.8.4.1 Project Manager:

Duties: The Project Manager (PM) is assigned the management of a specific project and the work performed under assigned Task Orders. The PM must: perform day-to-day management of the project, identify issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Act as a facilitator between AOC and Contractor; is responsible for ensuring that work performed is within scope, consistent with requirements, and delivered on time and on budget; identify critical paths and tasks, while maintaining or improving performance levels); monitor issues and provides resolutions for up-to-date status reports; demonstrate excellent writing and oral communication skills.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master's degree is preferred. Must be a current PMI certified Project Management Professional.

General Experience: At least five (5) years of experience in project management.

Specialized Experience: At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.

- 2.8.4.2 Senior Computer Software/Integration Analyst

Duties: Must implement computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. Must perform requirements analysis for a wide range of users in areas such as office automation, and finance and accounting. Must present system designs for user approval at formal reviews. Must perform configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results. Must be knowledgeable in life-cycle support, including maintenance, administration, and management. Must provide solutions to identified software problem reports.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred.

General Experience: Must have eight (8) years of progressive working experience as a computer specialist or a computer systems analyst.

Specialized Experience: At least five (5) years of experience as a Computer Systems Analyst.

- 2.8.4.3 Senior Business Process Consultant

Duties: Must: Develop business requirements and business processes re-engineering methodologies. Solve application and process related problems by creating detail process and system design specifications; and work with other areas across the business units to support a total solution approach. Communicate business requirements for reports and applications development. Facilitate collaboration within and across business units and across IT functions. Resolve problems and improves business units' technical environments.

Education: Bachelor's Degree from an accredited college or university in Business, Human Resources Management or a related field. An MBA or MPA is preferred.

General Experience: At least eight (8) years experience in business process re-engineering.

Specialized Experience: At least five (5) years of experience in reengineering large scale business processes

- 2.8.4.4 Systems Administrator

Duties: Monitor and coordinate all data system operations, including security procedures, and liaison with end users. Ensure that necessary system backups are performed and storage and rotation of backups is accomplished. Monitor and maintain records of system performance and capacity to arrange vendor services or other actions for reconfiguration and anticipate requirements for system expansion. Assist managers to monitor and comply with State data security requirements. Coordinate software development, user training, network management and minor installation and repair of equipment.

Education: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline.

General Experience: Two years experience in a computer-related field.

Specialized Experience: One year experience administering multi-user, shared processor systems and data communications networks.

- 2.8.4.5 Database Manager

Duties: Manage the development of database projects. Plan and budget staff and data resources. Support application developers in planning preparation, load analysis, and backup and recovery of data. When necessary, reallocate resources to maximize benefits. Must be able to prepare and deliver presentations. Provide daily supervision and direction to support staff. Monitors performance and evaluate areas to improve efficiency.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have seven (7) years of experience in the development and maintenance of database systems.

Specialized Experience: At least five (5) years of experience with database management systems, system design and analysis, operating systems software, and internal and data manipulation languages.

- 2.8.4.6 Senior Programmer

Duties: Utilize third- and fourth-generation or current state-of-the-art IT equipment and languages to develop and prepare diagrammatic plans for solution of business, management, communications, and strategic problems. Design detailed programs, flowcharts, and diagrams showing mathematical computations and sequence of machine operations necessary to copy and process data and print results. Verify the accuracy and completeness of programs and systems by preparing sample representative data and perform testing by means of cycle and system processing.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have eight (8) years of programming experience in software development or maintenance.

Specialized Experience: At least five (5) years of experience in IT systems analysis and programming.

- 2.8.4.7 Testing Specialist

Duties: Designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations. Prepare test scripts and all required test documentation. Design and prepare all needed test data. Analyze internal security within systems. Review test results and evaluates for conformance to design.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have 4 years of experience in computer software development.

Specialized Experience: At least 2 years of software testing experience (integration and acceptance).

- 2.8.4.8 Senior Security Specialist

Duties: Analyze and define security requirements for Multilevel Security (MLS) issues. Design, develop, engineer, and implement solutions to MLS requirements. Responsible for the implementation and development of the MLS. Gather and organize technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Perform risk analyses, which also include risk assessment. Provide daily supervision and direction to staff.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred.

General Experience: This position requires a minimum of eight (8) years of experience in analysis and definition of security requirements.

Specialized Experience: At least five (5) years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and developing solutions to MLS problems.

- 2.8.4.9 Documentation Specialist

Duties: Gather, analyze, and compose technical information. Conduct research and ensures the use of proper technical terminology. Translate technical information into clear, readable documents to be used by technical and non-technical personnel. For applications

built to run in a Windows environment, uses the standard help compiler to prepare all on-line documentation.

Education: Associate's Degree in related field. A Bachelor's degree is preferred.

General Experience: Must have four (4) years of experience in technical writing and documentation experience pertaining to all aspects of IT.

Specialized Experience: A minimum of two (2) years of experience in preparing technical documentation, which is to include researching for applicable standards.

2.9 OPTIONAL SERVICES

The contract type for services described under this section shall be considered indefinite quantity with a fixed unit price. The AOC may or may not require use of these services. The AOC has no estimate of what quantity of services may be required.

2.9.1 Task Order Request for Proposal (TORFP)

The AOC may issue a TORFP describing the services required for each of these additional services. These additional services may be required at any point during the term of the Contract. The Contractor shall respond to the TORFP with a Task Order Proposal (TOP) that includes the labor categories required to satisfy the request, the estimated number of hours required for each labor category, the total estimated effort and cost, and the estimated start and finish date for the TO. Upon acceptance of the TOP, the PD will issue a NTP to the Contractor. Invoicing and payment shall be based on TO completion and acceptance of services as set forth in each individual TORFP.

2.9.2 Services

Optional services may include:

- Data conversion
- System interface development
- Set-up, configuration, database administration, system administration, and tuning
- Security
- Quality assurance testing
- Documentation writing
- Customized programming and reporting
- Functional or technical training

- On-site Customer / Help Desk support

2.9.3 Labor Categories and Qualifications

The following sections describe representative or assumed labor categories that may be required for the Optional Services. Offeror may add others they believe to be relevant.

2.9.3.1 Database Management Specialist

Duties: Must be capable of providing highly technical expertise and support in the use of Oracle's DBMS. Defines file organization, indexing methods, and security procedures for specific ERP user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DBMS applications.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three years of equivalent experience in a related field.

General Experience: Must have three years of experience in DBMS systems analysis and programming.

Specialized Experience: At least one year of experience in using Oracle DBMS technologies.

2.9.3.2 Software Engineer

Duties: Reviews and analyzes system specifications. Prepares programming specifications. Analyzes existing systems/subsystems for reusability benefits and needed changes. Prepares design plans and written analyses, prepares unit and test scripts and documentation. Develops / programs software in accordance with approved specifications and enterprise standards

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three years of equivalent experience in a related field.

General Experience: Must have three years of experience as a software engineer.

Specialized Experience: At least two years of experience working with SQL, or third/fourth generation languages in the design and implementation of reporting systems and one year working with Oracle DBMS.

2.9.3.3 Systems Security Specialist

Duties: Provides expert-level advice, analysis, and functional expertise to tasks related to application and system level data and access security.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.

General Experience: This position requires a minimum of 5 years of experience in system security.

Specialized Experience: Specialized experience in one or more information, computer, or network security disciplines. These disciplines could include penetration testing, intrusion detection and audit analysis, public key infrastructure, cryptography, strong authentication, risk analysis, and multilevel security.

2.9.3.4 Training Specialist/Instructor

Duties: Conducts the research necessary to develop and revise training courses and prepares appropriate training materials. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

Education: A Bachelor's Degree from an accredited college or university with a major in education/training in the areas of Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.

General Experience: Must have four years of experience in information systems development, training, or related fields.

Specialized Experience: At least two years of experience in developing and providing IT and end user training on computer application software.

2.10 CUSTOMIZED SOURCE CODE

Contractor shall deliver two copies of each customized software source code and software source code documentation for all ERP source code, object code, design and architecture documentation, and data files directly to PM. The source code shall be stored on compact discs or other media designated by JIS in a format acceptable to JIS, and shall be easily readable and understandable by functional analysts and technical personnel with the skill set for that type of component, subcomponent, or software code.

2.11 CONTRACTOR SECURITY REQUIREMENT

- All Contractor personnel shall follow all applicable Judiciary and State security policies, laws, and regulations while working on the project.
- The Contractor shall coordinate staff on-site visitations with Judiciary staff.
- In the event of a security incident or suspected security incident, Contractor staff and users shall notify the JIS's Chief Information Security Officer (CISO) for investigation. The Contractor shall cooperate fully in all security incident investigations.
- Access rights of a Contractor employee will be updated within 24 hours of notification to the JIS of a change in status. Contractor shall immediately notify the ERP PM of any change in the employment status of Contractor's or subcontractor's employees and, upon termination of any employee, immediately sever that employee's access to the Judiciary's premises and systems.
- The Contractor shall comply with and adhere to the JIS Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Current and revised versions of the security policy are available on-line at: <http://mdcourts.gov/aoc/pdfs/jis-securitypolicystandards.pdf>. The JIS reserves the right to monitor computer usage for compliance with its policies.
- The Contractor shall not connect any Contractor owned equipment to any AOC LAN/WAN without prior written approval from the ERP PM. The AOC will provide equipment as necessary for support that requires connection to the AOC LAN/WAN, or give prior written approval as necessary for connection.
- The authorized Contractor staff will be given secured remote access privileges into the AOC system needed to the extent that remote access privileges are granted by the ERP PM. To ensure compliance with the JIS access security policies, the configuration of remote access into AOC will be accomplished by the AOC's JIS staff to include an audit of the Contractor's remote site. The AOC's JIS staff will monitor all remote access activities.
- The Contractor shall have the capability to remotely monitor all hardware and software for error/failure notifications as appropriate. The ERP PM must give prior written approval for the software used, and for the method of the secured technical environment prior to this capability being activated.
- The Contractor's personnel shall complete all required paperwork for security access to the AOC's systems as directed and coordinated with the AOC's Security Officer and ERP PM.
- The Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each employee performing services under the Contract. This background check must be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Contractor employee providing services on site at any location covered by this Contract. The AOC reserves the right to refuse to allow any Contractor's employee to work on State premises, based upon criminal record.

- All Contractor personnel assigned to work on this project shall submit to a fingerprint based criminal history background check prior to starting work and may be subject to rejection as the result of the check. Any person, who is working at the AOC's facilities or has access to identification and criminal data, must be approved by the AOC. The CM will approve in writing any Contractor personnel assigned to work on this project before the performance of work.
- All Contractor personnel assigned to this project shall be monitored throughout the life cycle of this project and shall consent to such monitoring. Contractor's detection of any unlawful conduct must be reported to the CM immediately for resolution.
- The Contractor shall implement a process for authorized employees to access the ERP application, which must be approved by the AOC. In the event that any authorized Contractor employee no longer requires access to the ERP system, the Contractor must notify the AOC site security coordinator. The Contractor will be responsible for verifying the list of authorized employees on a monthly basis.
- Situations that require Contractor employees to make "on site" visitations will need to be planned and coordinated with the ERP PM.
- Any individual who is an employee or agent of the Contractor or any subcontractor shall display his or her company badges at all times while on Judiciary premises. Each such employee or agent upon request of Judiciary personnel shall provide additional photo identification.
- The AOC CM may impose additional restrictive conditions regarding the nature of prior criminal convictions and pending criminal charges that would result in an employee of Contractor not being permitted to work on Judiciary's premises. Upon receipt of the Judiciary's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to the Judiciary regarding the personnel working at or assigned to the Judiciary's premises. Contractor must notify the AOC CM of all charges filed against any employee or subcontractor's employee during this project.
- At all times, at any facility, the Contractor's personnel shall ensure cooperation with Judiciary site requirements to include being prepared to be escorted at all times, and providing information for obtaining a badge and wearing the badge openly at all times.

2.12 CONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall, at its own expense, procure and maintain during the entire performance period of this contract, insurance of at least the kinds set forth below in the minimum amount specified herein or in writing by the PO. 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 PO before the actual implementation of the Contract. No acceptance and/or approval of any insurance by AOC

shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract.

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

The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The insurances required of Contractor shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

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

Contractor shall maintain 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. Such insurance shall include but shall not be limited to, the following:

- i). 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 AOC's property and property of others, resulting from completion of the Contractor's services.
- ii). Comprehensive business automobile liability insurance covering use of any motor vehicle in conjunction with this contract, including hired automobiles and non-owned automobiles.

The insurance required under this section shall provide adequate protection for the Contractor against claims which may arise from the Contract, whether such claims arise from operations performed or not performed by the Contractor or by anyone directly or indirectly employed by Contractor, and also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies must not exclude coverage for equipment while rented to another.

The Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them, to procure and maintain the same coverage in the amounts specified above.

SECTION 3 - PROPOSAL FORMAT

3.1 SUBMISSION INFORMATION

All submissions must be in English.

Offerors must submit proposals in two separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

Each Offeror is required to submit a separate sealed package for each "Volume," which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.

An unbound original, so identified, and six copies of each volume are to be submitted. An electronic version of both the Volume I - Technical Proposal and the Volume II- Financial Proposal in MS Excel format must also be submitted with the unbound originals, technical or financial volumes, as appropriate.

Electronic media shall be a CD and bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

3.2 VOLUME I – TECHNICAL PROPOSAL

The paragraphs are numbered for ease of reference. In addition to the instructions below, the Offeror's technical proposal shall be organized and numbered in the same order as this RFP. This proposal organization shall allow Judiciary officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number. All pages of both proposal volumes must be consecutively numbered. The technical proposal shall include the following sections in the stated order:

A. **Transmittal Letter**

A transmittal letter must accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

B. **Title and Table of Contents**

The technical proposal shall begin with a title page bearing the name and address and contact information of the Offeror and the name and number of this RFP. A table of contents for the Technical Proposal should follow the title page. Note: Information that

is claimed to be confidential under RFP Section 1.21 is to be printed on yellow paper and placed after the Title Page and before the Table of Contents in the Offeror's technical proposal, and if applicable, also in the Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential. Offeror must clearly designate any information that can reasonably be shown to be proprietary or confidential.

C. Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary" and may include a synopsis of any innovative approaches and best practices the Offeror proposes to bring to the project within the scope of work to better accomplish the goal of this RFP.

D. Software Functional Requirement Check

The Offeror must validate, as part of their response to this solicitation, that each requirement can be met as "Standard" or "Customization" as indicated by the software provider. "Standard" includes all requirements that are met without making source code changes, i.e. the requirement is met by configuration, a standard report, a reporting tool, out of the box features, either JobAps or eGrantsPlus. "Customization" means that the requirement will be met either with the development of a Bolt-On solution or by making changes to source code. See Appendices 19 – 23, 27 and 30 for a list that includes assumed customizations (items marked CO in the "met" column). In making this validation, the Offeror shall validate statements contained in Appendices 18 - 23 and 27 and submit a list of "exceptions" only, and any comments or explanations that are necessary.

E. Technical Response to RFP Requirements

1. General

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

2. Specific Drafts/Samples

The Offeror shall submit the following:

- **Data Migration:** The Offeror shall submit the proposed conversion approach to migrate the Judiciary's historical data from various database formats existing in different legacy systems to a standard common database format; ensuring the integrity and accuracy of that data. See Appendix 31 for known data conversions.

- Data Interfaces: Offeror shall submit the proposed plan to create interfaces from/to various databases existing in different legacy systems, ensuring the integrity and accuracy of this data; see Appendix 32 for known interfaces.
- Draft Architecture Configuration Document (see Section 2.4.3) The Offeror shall provide a draft of its proposed system architecture and recommended hardware configuration for the ERP implementation. This architecture shall be designed to meet the performance, response time, scalability, redundancy, security and backup/recovery requirements in accordance with Appendix 24. The Offeror shall include diagrams and schematics to illustrate their design. The proposed solution shall address specific tasks, activities and phasing related to system and hardware implementation and configuration, as well as the environments required for production and test/development. Since the system hosting is at JIS on a shared virtual server, propose how the roles and system access requirements would work between the Contractor IT support and the JIS Technical Team.
- Draft Project Management Plan (see Section 2.4.5.1). PMP must include all proposed milestones and deliverables and a GANTT chart, assuming a start date of May 1. **Any additional deliverables the Offeror considers appropriate given the nature and scope of the project must be specified and included.**
- Proposed Work Breakdown Structure (WBS) and Baseline Schedule
- Sample Training Plan (see Section 2.4.8.1)
- Sample Test Plan (see Section 2.5.1)
- Proposed defect tracking, reporting, and resolution tools and procedures
- Proposed problem escalation procedures
- Proposed Help Desk Services

3. Organization Chart

The Offeror shall submit an organization chart showing all major component units for this project. Include where the management of this Contract shall fall within the Offeror's organization, and what corporate resources shall be dedicated to support this Contract in both primary and secondary or back-up roles. Provide the names, titles and resumes of the proposed key project management personnel as matched to the requirements of this RFP.

4. Assumptions

The Offeror shall submit a list of assumptions used in the development of the technical proposal and a risk analysis that reflects potential barriers to successful project completion.

F. Experience and Capabilities

The Offeror shall include information on its past experience with similar requirements, and shall describe its experience and capabilities through a response to the following:

An overview of the Offeror's experience providing PeopleSoft and related software implementation services similar to those represented in this RFP. This description shall include:

- Offeror's experience with like implementations
- The number of years the Offeror has provided these services.
- The number of clients and geographic locations the Offeror currently serves.

G. References

The Offeror shall provide three current customer references where the customer is similar in size and complexity to the Maryland Judiciary. Provide the following information for each client reference:

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

H. Financial Information:

Financial Capability and Insurance: The Offeror shall include the following:

- Evidence that the Offeror has the financial capacity to provide the services via profit and loss statements and balance sheets for the last two years.
- A copy of the Offeror's current certificates of insurance (property, casualty and liability), which, at a minimum, shall contain the following:
 - Carrier (name and address)

- Type of insurance
- Amount of coverage
- Period covered by insurance
- Exclusions

I. Legal Actions

The Offeror shall include the following:

- A brief description of all pending legal actions by or against the Offeror, specifying the case name, court (or other forum) and jurisdiction, all parties, and the occurrence or conduct out of which the action arose
- A brief description of any settled claims against the Offeror over the past three years, specifying the information requested in the first bullet above
- A description of any judgments against the Offeror within the past five years, specifying the amount of the judgment and the information requested in the first bullet above

J. Subcontractors

The Offeror must identify non-MBE subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract.

K. Required Affidavits, Schedules, and Documents to be submitted by Offeror in the Technical Proposal

- Completed MBE Forms RFP ATTACHMENT D-1 and D-2
- Completed Bid/Proposal Affidavit (ATTACHMENT F – with original of Technical Proposal)

3.3 VOLUME II - FINANCIAL PROPOSAL

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, six bound copies, and one electronic copy (in MS Excel 2003 format) of the Financial Proposal in a separate envelope labeled as described in RFP Section 3.1. The Financial Proposal must contain all price information in the format specified in ATTACHMENT J – Price Proposal Worksheets. Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal.

The ERP implementation is based on firm, fixed pricing by deliverable; indefinite quantity fixed unit pricing for optional services. All prices are fully loaded, all inclusive and shall encompass all requirements in the RFP.

The Offeror shall not assume to be reimbursed for any travel expenses including but not limited to transportation, meals, hotel accommodations, etc.

SECTION 4 - EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 EVALUATION CRITERIA

Evaluation of the proposals shall be performed by a committee organized for the purpose of evaluating the technical proposals. Evaluations shall be based on the criteria set forth below. The Contract resulting from this RFP shall be awarded to the Offeror that is most advantageous to the Judiciary, considering price and the evaluation factors set forth herein. In making this determination, technical factors shall receive greater weight than price factors.

4.2 TECHNICAL CRITERIA

The criteria to be applied to each technical proposal are listed in descending order of importance:

- Offeror's corporate experience and capability
- Offeror's proposed staff experience and capability
- Offeror's technical response to the RFP requirements, including communication and presentation skills
- References

4.3 FINANCIAL CRITERIA

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

4.4 SELECTION PROCESS AND PROCEDURES

4.4.1 General Selection Process:

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

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

4.4.2 Selection Process Sequence:

The first level of review shall be an evaluation for technical merit by the evaluation committee. During this review, oral presentations and discussions may be held. The purpose of such discussions

shall be to assure a full understanding of the AOC's requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the AOC.

Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

The Financial Proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the Financial Proposals of Offerors, the Procurement Officer may again conduct discussions.

When in the best interest of the AOC, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, a Best and Final Offer (BAFO).

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

SECTION 5 ATTACHMENTS – SEE SEPARATE DOCUMENTS

- Attachment A – Sample Contract
- Attachment B – Contract Affidavit
- Attachment C – Proposal Affidavit
- Attachment D – MBE Forms
- Attachment E – Non-Disclosure Agreement
- Attachment F – Pre-Proposal Conference Response Form
- Attachment G – Receipt of Deliverable Form
- Attachment H – Acceptance of Deliverable Form
- Attachment I – Price Proposal Instructions
- Attachment J – Price Proposal Worksheets

SECTION 6 APPENDICES – SEE SEPARATE DOCUMENTS

Appendix 1 – PeopleSoft Software
Appendix 2 through 4 - not applicable, not provided
Appendix 5 – Department of Family Administration Grants and Future Model
Appendix 6 - Procurement and Future Model
Appendix 7 – Accounts Payable and Future Model
Appendix 8 – Revenue and Future Model
Appendix 9 and 10 – Budget with Reports and Future Model
Appendix 11 – Financial Services and Future Model
Appendix 12 – Recruiting Services and Future Model
Appendix 13 – Personnel Transactions and Future Model
Appendix 14 – Class and Salary and Future Model
Appendix 15 – Payroll and Future Model
Appendix 16 – Employee Relations and Future Model
Appendix 17 – Professional Development and Future Model
Appendix 18 – General System Business Requirements
Appendix 19 – Employee Services Requirements
Appendix 20 – Budget and Finance Requirements
Appendix 21 – Procurement Requirements
Appendix 22 – Grant Requirements
Appendix 23 – Program Services Business Requirements
Appendix 24 – Enterprise Architecture
Appendix 25 - not applicable, not provided
Appendix 26 – Local Accounting Current Environment
Appendix 27 – Local Accounting Requirements
Appendix 28 – Program Services
Appendix 29 – not applicable, not provided
Appendix 30 – ERP Security Requirements
Appendix 31 – Data Migration
Appendix 32 – System Interfaces
Appendix 33 – Reporting and Query Tools