



**ADMINISTRATIVE OFFICE OF THE COURTS  
PROCUREMENT AND CONTRACT ADMINISTRATION  
203 C COMMERCE PARK DRIVE  
ANNAPOLIS, MARYLAND 21401**

**REQUEST FOR PROPOSALS NO. K13-0030-26N**

**FOR**

**PRO BONO AND IOLTA REPORTING SERVICES**

**ISSUED:  
SEPTEMBER 7, 2012**

WARNING: A prospective offeror who has received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide that office with the prospective offeror's name and mailing address so that amendments to the Request for Proposals or other communications can be sent to the prospective contractor. Failure to contact the Issuing Office may result in non-receipt of important information.

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

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

**THE JUDICIARY  
NOTICE TO OFFERORS/CONTRACTORS**

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

**Title: Pro Bono and IOLTA Reporting Services  
Project No: K13-0030-26N**

1. If you have responded with a "no bid", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
  - The subject of the solicitation is not something we ordinarily provide.
  - We are inexperienced in the work/commodities required.
  - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - The scope of work is beyond our present capacity.
  - Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
  - We cannot be competitive. (Explain in REMARKS section.)
  - Time allotted for completion of the proposals is insufficient.
  - Start-up time is insufficient.
  - Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
  - Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
  - Prior Judiciary Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - Payment schedule too slow.
- Other: \_\_\_\_\_

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

REMARKS:

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

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

**KEY INFORMATION SUMMARY SHEET**

**THE JUDICIARY**

**Request For Proposals No. K13-0030-26N**

**RFP Issue Date:** September 7, 2012

**RFP Issuing Office:** Maryland Judiciary  
Administrative Office of the Courts  
Procurement and Contract Administration  
203 C Commerce Park Drive  
Annapolis, MD 21401

**Procurement Officer:** Anna Pfeifer  
(410) 260-1416  
anna.pfeifer@mdcourts.gov

**Proposals are to be sent to:** Maryland Judiciary  
Administrative Office of the Courts  
Procurement and Contract Administration  
203 C Commerce Park Drive  
Annapolis, MD 21401  
**Attention: Anna Pfeifer**

**Pre-Proposal Conference:** NONE

**Closing Date and Time:** September 26, 2012 at 2 p.m.

TABLE OF CONTENTS

SECTION 1 - GENERAL INFORMATION..... 6

1.1 SUMMARY STATEMENT ..... 6

1.2 ABBREVIATIONS AND DEFINITIONS ..... 6

1.3 CONTRACT TYPE ..... 6

1.4 CONTRACT DURATION ..... 6

1.5 PROCUREMENT OFFICER ..... 7

1.6 CONTRACT MANAGER..... 7

1.7 PRE-PROPOSAL CONFERENCE..... 7

1.8 QUESTIONS..... 7

1.9 PROPOSAL DUE (CLOSING) DATE..... 7

1.10 DURATION OF OFFER..... 8

1.11 REVISIONS TO THE RFP ..... 8

1.12 CANCELLATIONS ..... 8

1.13 INCURRED EXPENSES ..... 8

1.14 ECONOMY OF PREPARATION ..... 8

1.15 PROTESTS/DISPUTES ..... 8

1.16 MULTIPLE OR ALTERNATE PROPOSALS ..... 9

1.17 ACCESS TO PUBLIC INFORMATION ACT NOTICE..... 9

1.18 OFFEROR RESPONSIBILITIES..... 9

1.19 MANDATORY CONTRACTUAL TERMS..... 9

1.20 PROPOSAL AFFIDAVIT ..... 9

1.21 CONTRACT AFFIDAVIT ..... 9

1.22 MINORITY BUSINESS ENTERPRISES ..... 10

1.23 ARREARAGES ..... 10

1.24 PROCUREMENT METHOD..... 10

1.25 VERIFICATION OF REGISTRATION AND TAX PAYMENT..... 10

1.26 PAYMENTS BY ELECTRONIC FUNDS TRANSFER..... 10

1.27 CONFIDENTIALITY AGREEMENT..... 11

SECTION 2 – STATEMENT OF WORK..... 12

2.1 AGENCY INFORMATION..... 12

2.2 SCOPE OF WORK ..... 12

2.3 POSTAGE ..... 14

2.4 ACCEPTANCE..... 15

2.5 INVOICING..... 15

2.6 INSURANCE ..... 15

SECTION 3 – PROPOSAL FORMAT..... 17

3.1 TWO PART SUBMISSION ..... 17

3.2 PROPOSALS ..... 17

3.3 SUBMISSION ..... 17

3.4 VOLUME I – TECHNICAL PROPOSAL ..... 17

3.5 VOLUME II - FINANCIAL PROPOSAL ..... 19

SECTION 4– EVALUATION CRITERIA AND SELECTION PROCEDURE..... 20

4.1 EVALUATION CRITERIA..... 20

4.2 TECHNICAL CRITERIA ..... 20

4.3 FINANCIAL CRITERIA ..... 20

4.4 SELECTION PROCESS AND PROCEDURES..... 20

ATTACHMENTS..... 22

ATTACHMENT A - CONTRACT ..... 23

ATTACHMENT B – BID PROPOSAL AFFIDAVIT (AUTHORIZED REPRESENTATIVE AND AFFIANT)..... 33  
ATTACHMENT C – CONTRACT AFFIDAVIT ..... 37  
ATTACHMENT D– PRICE PROPOSAL ..... 39  
ATTACHMENT E–CONFIDENTIALITY AGREEMENT ..... 40  
ATTACHMENT F– MJ-EE0-03 – SCHEDULE FOR PARTICIPATION OF MINORITY BUSINESS  
ENTERPRISE..... 41  
ATTACHMENT G– MJ-EE0-04 –MINORITY CONTRACTOR PROJECT DISCLOSURE AND  
PARTICIPATION STATEMENT ..... 42

## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

The purpose of this RFP is to provide information to offerors interested in submitting an offer to meet the AOC's requirements for Pro Bono and Interest on Lawyers Trust Accounts (IOLTA) Reporting Services.

The purpose of the contract resulting from this RFP is to handle for the AOC management duties regarding the management of the reporting on pro bono activities and mailing out and collecting IOLTA reports.

### 1.2 Abbreviations and Definitions

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

- a. Contract – The Contract attached to this RFP as Attachment A
- b. Contractor– The selected Offeror
- c. Local Time – Time in the Eastern Time Zone
- d. MBE – Minority Business Enterprise
- e. Offeror – An entity that submits a proposal in response to this RFP
- f. Procurement Officer – The Judiciary representative responsible for this RFP, for the determination of contract scope issues, and the only Judiciary representative who can authorize changes to the contract. The Procurement Officer for this Request for Proposals is Anna Pfeifer.
- g. RFP – Request for Proposals # K13-0030-26N Pro Bono and IOLTA Reporting Services dated September 7, 2012, including any and all amendments.
- h. Contract Manager– The Judiciary representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
- i. The Judiciary business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days which the AOC has been closed by order of the Chief Judge).

### 1.3 Contract Type

The Contract that results from this RFP shall be fixed price.

### 1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of three years beginning on December 15, 2012. The Judiciary shall have the sole right to exercise up to two three-year renewal options at its discretion.

## **1.5 Procurement Officer**

The sole point of contact in the Judiciary for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Anna Pfeifer  
2003 C Commerce Park Drive  
Annapolis, MD 21401

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

## **1.6 Contract Manager**

Pamela Cardullo Ortiz  
Executive Director  
Maryland Access to Justice Commission  
2001-F Commerce Park Drive  
Annapolis, MD 21401

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

## **1.7 Pre-Proposal Conference**

A Pre-Proposal Conference (Conference) will not be held.

## **1.8 Questions**

- 1.8.1 Questions may be submitted to the Procurement Officer by mail, facsimile, or preferably, e-mail.
- 1.8.2 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 and are not clearly specific only to the requestor, will be distributed by posting on eMaryland Marketplace and the Judiciary's Procurements web page.

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

An original and 4 copies of each proposal (technical and financial) must be received by the Procurement Officer, no later than 2 p.m. (local time) on September 26, 2012 in order to be considered. An electronic version (CD) of the Technical Proposal must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal must be enclosed with the original Financial Proposal. All CDs must be labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

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

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

#### **1.10 Duration of Offer**

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

#### **1.11 Revisions to the RFP**

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

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

#### **1.12 Cancellations**

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

#### **1.13 Incurred Expenses**

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

#### **1.14 Economy of Preparation**

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

#### **1.15 Protests/Disputes**

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



### **1.16 Multiple or Alternate Proposals**

Neither multiple nor alternate proposals will be accepted.

### **1.17 Access to Public Information Act Notice**

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

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

### **1.18 Offeror Responsibilities**

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.22 below. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization consents to the terms of the RFP and will guarantee the performance of the subsidiary.

### **1.19 Mandatory Contractual Terms**

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

### **1.20 Proposal Affidavit**

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

### **1.21 Contract Affidavit**

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

### **1.22 Minority Business Enterprises**

Minority Business Enterprises are encouraged to respond to this solicitation notice.

An MBE subcontract participation goal of Twenty percent (20%) of the total current amount has been established for this procurement.

For MBE goal purposes exclude the actual postage costs for which the Contractor is reimbursed.

By submitting a response to this solicitation, the bidder or offeror agrees that this amount of the contract will be performed by minority business enterprises.

Respondents are required to submit as part of the bid proposal package the following forms:

MJ-EEO-03 – Schedule for participation of Minority Business Enterprise (Attachment F)

MJ-EEO-04 – Minority Contractor Project Disclosure and Participation Statement (Attachment G)

Failure to submit the required forms may result in your bid proposal being deemed non-responsive.

If you have any questions regarding the completion of the forms, please contact Larry Jones, Manager of the Maryland Judiciary's Office of Minority Business Enterprise, at 410-260-3658 or [Larry.Jones@mdcourts.gov](mailto:Larry.Jones@mdcourts.gov)

### **1.23 Arrearages**

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

### **1.24 Procurement Method**

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

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

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

### **1.26 Payments by Electronic Funds Transfer**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror

shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

### **1.27 Confidentiality Agreement**

All Offerors are advised that if a Contract is awarded as a result of this RFP, the successful Offeror and any Contractor employee selected to provide services under the Contract shall be required to complete a Confidentiality Agreement. A copy of this Agreement is included for informational purposes as Attachment E of this RFP. This Agreement must be provided prior to proceeding with any services under the Contract.

## **SECTION 2 – STATEMENT OF WORK**

### **2.1 Agency Information**

The Administrative Office of the Courts (AOC) is responsible for managing reporting made by Maryland attorneys regarding pro bono activities and interest earned on trust accounts. Maryland attorneys are mandated by Maryland Rules 16-608 and 16-903 to submit annual pro bono and interest earned on lawyers trust accounts (IOLTA) reports.

### **2.2 Scope of Work**

Contractor shall perform the following tasks on an annual basis:

- 2.2.1 Design, format and review a four-sheet (8-sided) mailing packet to include:
  - 2.2.1.1 A letter signed by the Chief Judge of the Court of Appeals,
  - 2.2.1.2 A one-page list of pro bono organizations,
  - 2.2.1.3 A two-page Pro Bono Legal Services Report form,
  - 2.2.1.4 A two-page set of instructions, and
  - 2.2.1.5 A two-page IOLTA Legal Services Report form.
- 2.2.2 Collaborate with the Client Protection Fund of Maryland to obtain an electronic list of attorneys required to file the Pro Bono Legal Services Report and IOLTA Report.
  - 2.2.2.1 Update the list prior to the first mailing to include new appointees to the Maryland Bar, admitted in late December.
- 2.2.3 Collaborate with the AOC and its designees to delete from the list attorneys who may not be required to report (i.e. judges, masters, law clerks, active military members overseas, deceased, etc.).
- 2.2.4 Print and prepare the packets for mailing in accordance with Maryland Rule 16-903.
  - 2.2.4.1 Personalize the packets with the attorney's name, address and unique identification number, to be provided by the Client Protection Fund of Maryland.
- 2.2.5 Mail the packets referenced in RFP Section 2.2.3 to all licensed attorneys required to file the reports (approximately 35,000).
- 2.2.6 Create an online version of the Pro Bono Legal Services and IOLTA reporting forms, which must require the use of attorney identification numbers for online filers.

- 2.2.6.1 Pre-test the online reporting forms to evaluate design, accuracy and ease of use.
- 2.2.6.2 Create a system by which attorneys can check online to determine if their reports were received either electronically or by mail.
- 2.2.6.3 Collaborate with the Judiciary's Office of Communications and Public Affairs to post a link on the Judiciary's website to facilitate online reporting.
- 2.2.7 Add a page to the online reporting procedure for pro bono and IOLTA reporting that permits attorneys filing online to make a one-time, online, voluntary contribution to one of approximately 35 Maryland legal services providers, if they so choose. The organizations will be those identified by the Maryland Legal Services Corporation as non-profit, legal services providers that serve the indigent in the State of Maryland.
  - 2.2.7.1 Not hold the funds. Funds are to be deposited directly to online payment accounts of the individual legal services organizations to whom the donation is being made.
  - 2.2.7.2 Track the contributions made through the online page and include this information in a report to the AOC.
- 2.2.8 Maintain records on those attorneys who have filed the Pro Bono and IOLTA reports
  - 2.2.8.1 Create a system for flagging abnormal responses received by attorneys.
- 2.2.9 Conduct follow-up to mailing for Pro Bono Legal Services Report only.
  - 2.2.9.1 Mail a second letter, instructions and form to attorneys who have not filed each March.
  - 2.2.9.2 Obtain an updated mailing list from Client Protection Fund prior to conducting the follow-up mailing to ensure accuracy of attorney addresses and that attorneys have not otherwise been removed from the list.
- 2.2.10 Mail a Notice of Failure to File to non-complying attorneys immediately after May 1<sup>st</sup> each year for Pro Bono Legal Services Report only.
  - 2.2.10.1 Obtain an updated mailing list from Client Protection Fund prior to conducting the Notice of Failure to File mailing to ensure accuracy of attorney addresses and that attorneys have not otherwise been removed from the list.
- 2.2.11 Provide the AOC with an electronic list in Microsoft (MS) Excel of attorneys who fail to file the Pro Bono Legal Services Report by July 1<sup>st</sup> of each year.
- 2.2.12 Collaborate with the AOC and its designees to provide ongoing information throughout the year regarding attorneys who have not complied in providing the Pro Bono Legal

Services Report in order for the AOC to aid the Contractor in conducting follow-up to improve attorney compliance.

- 2.2.13 Maintain an interactive search database of the Pro Bono Legal Services reporting results.
- 2.2.14 Close Pro Bono Legal Services reporting and provide a draft Decertification Order, including the names and addresses of all non-complying attorneys, at a time to be determined by the Administrative Office of the Courts, usually in time for the Court of Appeals' first meeting in September of each year. Update the Order and the list of non-compliant attorneys just before Court of Appeals signs the Order.
- 2.2.15 Mail copies of any Decertification Order issued by the Court of Appeals to all named attorneys.
- 2.2.16 Collect, tabulate and analyze return data for the Pro Bono Legal Services Report, providing statistical analysis to the AOC which includes comparing current statistics to prior year data and analyzing trends.
- 2.2.17 Collaborate with the Maryland Legal Services Corporation on the collection and transfer of IOLTA data.
  - 2.2.17.1 Forward copies of all IOLTA report returned to the Contractor by Maryland attorneys to the Maryland Legal Services Corporation.
  - 2.2.17.2 Forward electronic data from electronically-filed IOLTA reports to the Maryland Legal Services Corporation.
- 2.2.18 Enter the receipt date of the IOLTA reports in the online database and confirm the receipt of the report online (see RFP Section 2.2.5, et. seq.)

**2.3 Postage**

Contractor shall cover the costs for all required mailings.

2.3.1 Volume for the most recent reporting cycle is as follows:

1 <sup>st</sup> mailing (36,436 pieces)	\$ 39,481.68
2 <sup>nd</sup> mailing (5,944 pieces)	\$ 6,452.22
3 <sup>rd</sup> mailing (2,173 pieces)	\$ 1,019.72
4 <sup>th</sup> mailing (233 pieces)	\$ <u>587.10</u>
<b>TOTAL</b>	<b>\$ 47,540.72*</b>

2.3.2 Mailing volume listed above is to be considered an estimate and may not be considered as a billing base.

## **2.4 Acceptance**

Acceptance will occur upon completion of each task outlined in RFP Section 2.2—Scope of Work and upon the AOC’s determination that all associated duties and responsibilities by the Contractor for the each task have been met.

## **2.5 Invoicing**

2.5.1 All invoices shall be submitted within 30 calendar days after the completion and acceptance by the AOC of each task pursuant to Section 2.2 and shall include the following information: name and address of the Judiciary, Contractor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, invoice period, invoice date, invoice number, amount due, and the PO number(s) being billed. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

## **2.6 Insurance**

2.6.1 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. A copy of the Offeror’s current certificates of insurance (property, casualty and liability) should be submitted with Offeror’s proposal in accordance with Section 3.4.8 of the RFP.

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

2.6.3 The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requiring of any and all insurance as set forth in this RFP, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

No acceptance and/or approval of any insurance by AOC, or the Manager of Procurement, shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract.

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

B. Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal or bodily injuries and \$1,000,000 per occurrence and aggregate for property damage. A combined single limit per occurrence of \$2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by or for the Administrative Office of the Courts within the scope of this Contract. Such insurance shall include but shall not be limited to, the following:

C. Comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations, b) completed operations, c) independent Contractors, d) liability assumed by oral or written contract or agreement, including this contract, e) additional interests of employees, f) notice of occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) incidental (contingent) medical malpractice, j) extended definition of bodily injury, k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, l) broad form coverage for damage to property of the Administrative Office of the Courts, as well as other third parties resulting from completion of the Contractor's services.

D. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.

E. Comprehensive Automobile Liability:

Limit of Liability - \$1,000,000 Bodily Injury  
\$1,000,000 Property Damage

In addition to owned automobiles, the coverage shall include hired automobiles and non-owned automobiles with the same limits of liability.

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

2.6.5 Any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverage's in the same amounts specified above.



## SECTION 3 – PROPOSAL FORMAT

### 3.1 Two Part Submission

Offerors must submit proposals in two separate volumes:

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

### 3.2 Proposals

- 3.2.1 Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP).
- 3.2.2 An unbound original, so identified, and 4 copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal and the Volume II- Financial Proposal must also be submitted with the unbound originals technical or financial volumes, as appropriate.
- 3.2.3 Electronic media shall be a CD and bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

### 3.3 Submission

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

### 3.4 Volume I – Technical Proposal

- 3.4.1 Transmittal Letter: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 3.4.2 Format of Technical Proposal: Inside the sealed package described in Section 3.3, above, an unbound original, to be so labeled, four paper copies and one electronic version shall be enclosed. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's technical proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall allow Judiciary officials and the Evaluation Committee to "map" Offeror responses directly to RFP

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

3.4.3 Title and Table of Contents: The technical proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. **Note: Information that is claimed to be confidential under RFP Section 1.17 is to be printed on yellow paper and placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.**

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

3.4.5 Offeror Technical Response to RFP Requirements:

3.4.5.1 General. The Offeror shall address each RFP requirement in the Technical Proposal and describe how its proposed services will meet those requirements. If the Judiciary is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated previously, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the Judiciary's needs.

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

3.4.6.1 An overview of the Offeror's experience providing reporting services to include the design services, mailing services and data housing and analysis, as applicable, similar to that included in this RFP.

3.4.7 References. Provide three (3) current customer references for whom reporting services is/was provided. Provide the following information for each client reference:

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

- 3.4.8 Financial Capability and Insurance: The Offeror shall include the following, for itself, and, as applicable, for any parent corporate, subsidiary in preference under RFP Section 1.19:
- 3.4.8.1 Evidence that the Offeror has the financial capacity to provide the goods and/or services, as described in its proposal, via profit and loss statements and balance sheets for the last two years.
- 3.4.8.2 A copy of the Offeror's current certificates of insurance (property, casualty and liability), which, at a minimum, shall contain the following:
- Carrier (name and address)
  - Type of insurance
  - Amount of coverage
  - Period covered by insurance
  - Exclusions
- 3.4.9 Subcontractors: Offerors must identify subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract.
- 3.4.10 Required Affidavits, Schedules and Documents to be submitted by Offeror in the Technical Proposal:
- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal)
  - Certified true copies of any and all of the policies of insurance to AOC. By submitting a proposal in response to this solicitation, the offeror warrants that it is able to provide evidence of insurance required by RFP Section 2.6.
  - MJ-EE0-03 – Schedule for participation of Minority Business Enterprise (Attachment F)
  - MJ-EEO-04 – Minority Contractor Project Disclosure and Participation Statement (Attachment G)

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

3.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, four bound copies, and one electronic copy of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment D. 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. This is a fixed price Contract; prices are all inclusive and shall encompass all requirements in the RFP.

## SECTION 4– EVALUATION CRITERIA AND SELECTION PROCEDURE

### 4.1 Evaluation Criteria

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

### 4.2 Technical Criteria

- 4.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:
- Offeror Experience and Capabilities
  - Offeror Technical Response to RFP Requirements
  - 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 D – Price Proposal.

### 4.4 Selection Process and Procedures

#### 4.4.1 General Selection Process:

- 4.4.1.1 The Contract shall be awarded in accordance with the competitive sealed proposals process under Article IV of the Judiciary’s Procurement Policy. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.
- 4.4.1.2 Accordingly, the Judiciary may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the Judiciary also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the Judiciary may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

#### 4.4.2 Selection Process Sequence:

- 4.4.2.1 The first level of review shall be an evaluation for technical merit by the selection committee. After this review, oral presentations and discussions may be held with all Offerors who are deemed reasonably susceptible of award. The purpose of such discussions shall be to assure a full understanding of the Judiciary's requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the Judiciary. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the Judiciary
- 4.4.2.2 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4.4.2.3 The financial proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- 4.4.2.4 When in the best interest of the Judiciary, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- 4.4.2.5 Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer shall recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the Judiciary considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical shall be given greater weight than price factors.

## **ATTACHMENTS**

Attachment A Contract

Attachment B Bid/Proposal Affidavit

Attachment C Contract Affidavit

Attachment D Price Proposal

Attachment E Confidentiality Agreement

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

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

**ATTACHMENT A - CONTRACT**

**Contract number: K13-0030-26N**

**MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS  
Pro Bono and IOLTA Reporting Services**

**STANDARD TERMS AND CONDITIONS**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between the Administrative Office of the Courts (the “AOC”) in the State of Maryland and **corporate name plus address** (the “Contractor”) with Federal Taxpayer Identification Number **XX-XXXXXXX**.

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

**1. Scope of Contract**

1.1 The Contractor shall provide captioning service for video productions (hereinafter “Services”) in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

Exhibit B: Request for Proposal # K13-0030-26N dated September 7, 2012 and all amendments and exhibits thereto (collectively referred to as the “RFP”)

Exhibit B: Contractor’s Proposal dated **date of response** and subsequent BAFO dated \_\_\_\_\_ **2012** (collectively referred to as “the Proposal”)

1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between Exhibits B and C, Exhibit B shall prevail.

1.3 The Procurement Officer may, at any time, by written order make changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section.

1.4 Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty days (30) of receipt of a written change order

and include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.

- 1.5 Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

## **2. Term of the Contract**

Unless the Contract is terminated earlier as provided herein, the term of the Contract is the period beginning on December 15, 2012 and ending on December 14, 2015. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including two additional successive three-year terms, if any.

## **3. Consideration and Payment**

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



#### **4. Warranties**

The Contractor hereby represents and warrants that:

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

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

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

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

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

#### **7. Disputes**

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

#### **8. Maryland Law**

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

## **9. Amendments**

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

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

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

## **11. Contingent Fee Prohibition**

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

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

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

## **13. Termination for Cause**

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

caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination, and the AOC can affirmatively collect damages.

#### **14. Termination for Convenience**

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

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

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of an AOC contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

#### **16. Suspension of Work**

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

#### **17. Pre-existing Regulations**

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

#### **18. Financial Disclosure**

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

#### **19. Political Contribution Disclosure.**

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

## **20. Right to Audit**

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

## **21. Cost and Price Certification**

By submitting cost or price information, the Contractor certified to the best of its knowledge that the information submitted was accurate, complete, and current as of **(enter the date of the financial proposal)**. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of the financial proposal was inaccurate, incomplete, or not current.

## **22. Liability for Loss of Data**

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

## **23. Subcontracting and Assignment**

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

## **24. Indemnification**

- 24.1 The Contractor shall indemnify the AOC against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 24.2 The AOC has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

- 24.3 The AOC has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 24.4 The Contractor shall immediately notify the Procurement Officer of any claim, suit or action made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.
- 24.5 The Contractor shall immediately notify the Procurement Officer of any claim, suit or action made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.
- 24.6 The Contractor shall immediately notify the Procurement Officer of any claim, suit or action made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.

## **25. Public Information Act Notice**

The AOC provides public access to records in accordance with § 10-617(d) of the State Government Article, Annotated Code of Maryland, and other laws relating to access to public records, including Maryland Rules of Procedure, Rules 16-1001 through 16-1011. If a request is made to review any records pertaining to this contract, the Contractor may be contacted, as circumstances allow, to express its views on the availability of requested information. The final decision on release of any information rests with the AOC.

## **26. Conflict of Interest**

- 26.1 "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State or the AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.
- 26.2 "Person" includes a contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

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

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

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26.5 The Contractor agrees that if an actual or potential conflict of interest arises after the contract commences, the Contractor shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken. The existence of a conflict of interest is cause for termination of the Contract as well as disciplinary action against an employee for whom a conflict exists.

**27. Ownership and Rights in Data**

27.1 In addition to the requirements stated in the RFP, the Contractor agrees to furnish the AOC with copies of the following: computations, computer files, data, model(s), transmittal letters, response letters, training materials, and all other documents or correspondence pertinent to the Goods or Services produced or received as part of this Contract and any amendments thereto. In addition, all hardware and software developed, created, modified, or configured (“Developed Materials”) in accordance with the terms of this Contract are, and shall remain, the exclusive property of the AOC. Licenses for all “commercial off the shelf” software (“COTS software”) shall be provided to the AOC with all rights to use those materials.

27.2 The AOC shall be the owner of all Developed Materials and shall be entitled to use, transfer, disclose, and copy them in any manner, without restriction and without compensation to the Contractor. Without AOC’s prior written consent, the Contractor may neither use, execute, reproduce, display, perform, distribute (internally or externally), retain copies of, or prepare derivative works based on, these Materials nor authorize others to perform those acts.

27.3 The Contractor agrees that, at all times during the terms of this Contract and thereafter, all Developed Materials created pursuant to this Contract shall be “works for hire” as that term is interpreted under U.S. copyright law. To the extent that any of these materials are not works for hire for the AOC, the Contractor hereby relinquishes, transfers, and assigns to the AOC all of its rights, title, and interest (including all intellectual property

rights) in such materials, and shall cooperate with the AOC in effectuating and registering any necessary assignments.

27.4 The Judiciary shall retain full ownership over any materials that the Judiciary provides to the Contractor under this Contract.

**28. Notices**

All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

**State:** Anna Pfeifer  
Procurement Officer  
2003 C Commerce Park Drive  
Annapolis, MD 21401  
(410) 260-1416

**Contractor:** specify

**SIGNATURES:**

In Witness Whereof, the parties have signed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2012

**Contractor:**

\_\_\_\_\_ (SEAL) Date: \_\_\_\_\_

Signature  
Authorized Representative

**Maryland Judiciary**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Susan S. Howells, Executive Director  
Procurements and Contract Administration

**Approved for form and legal sufficiency this \_\_\_\_ day of \_\_\_\_\_, 2012**

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

**Reviewed:**

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

**Approved:**

\_\_\_\_\_ (SEAL) Date: \_\_\_\_\_  
Robert M. Bell, Chief Judge  
Court of Appeals of Maryland



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

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing Contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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

**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

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

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

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

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud

Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

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

(5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### D. AFFIRMATION REGARDING DEBARMENT

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

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

##### I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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**F. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

**G. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

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

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

**I FURTHER AFFIRM THAT:**

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

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

**I FURTHER AFFIRM THAT:**

(1) The business named above is a (domestic ) (foreign ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT

APPLICABLE, SO STATE):

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

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

\_\_\_\_\_

\_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor,

Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**I. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

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

**J. ACKNOWLEDGEMENT**

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

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

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

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

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**ATTACHMENT C – CONTRACT AFFIDAVIT**



**A. AUTHORITY**

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

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

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

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

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

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

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

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

C. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

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

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

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

**ATTACHMENT D- PRICE PROPOSAL**

Attached as a separate document.

**ATTACHMENT E–CONFIDENTIALITY AGREEMENT**

Attached as a separate document.



**ATTACHMENT F– MJ-EE0-03 – SCHEDULE FOR PARTICIPATION OF MINORITY  
BUSINESS ENTERPRISE**

Attached as a separate document and listed at <http://mdcourts.gov/procurement/pdfs/eeo003.pdf>

**ATTACHMENT G– MJ-EE0-04 –MINORITY CONTRACTOR PROJECT DISCLOSURE  
AND PARTICIPATION STATEMENT**

Attached as a separate document and listed at <http://mdcourts.gov/procurement/pdfs/ee004.pdf>