



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

**REQUEST FOR PROPOSALS**

**FOR**

**INDEPENDENT VERIFICATION AND VALIDATION SERVICES  
“GEARS” PROJECT**

**Project K13-0055-29**

**ISSUED: January 31, 2013**

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.

**DESIGNATED AS MBE ONLY PROCUREMENT**

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

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

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

**Title: IV&V Services**  
**Project No: K13-0055-29**

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

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

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

REMARKS:

\_\_\_\_\_

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

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

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

**KEY INFORMATION SUMMARY SHEET**

**THE JUDICIARY**

**Request for Proposals**

**IV&V Services**

**PROJECT #K13-0055-29**

**DESIGNATED AS MBE ONLY PROCUREMENT**

**RFP Issue Date:** January 31, 2013

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

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

**Pre-Proposal Conference:** Tuesday, February 12, 2013, 10:00 AM  
Judicial Education and Conference Center (JECC)  
2011D Commerce Park Drive  
Training Room 3  
Annapolis, MD 21401

**Closing Date and Time:** February 28, 2013 2:00 PM

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

The Administrative Office of the Courts (AOC) seeks experienced IT consulting services to perform Independent Verification and Validation services (IV&V) on specific aspects of the General Enterprise and Resource Support (GEARS) project.

The GEARS project encompasses the implementation of various components of Oracle's PeopleSoft product suite to replace a number of existing systems and provide a Judiciary-wide integrated solution.

### 1.2 Abbreviations and Definitions

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

- a. Contract – The Contract attached to this RFP as Attachment A
- b. Contractor– The selected Offeror
- c. Local Time – Time in the Eastern Time Zone
- d. MBE – Minority Business Enterprise
- e. Offeror – An entity that submits a proposal in response to this RFP
- f. Procurement Officer – The Judiciary representative responsible for this RFP, for the determination of contract scope issues, and the only Judiciary representative who can authorize changes to the contract
- g. RFP – Request for Proposals for IV&V Services dated January 31, 2013, including any and all amendments.
- h. Contract Manager– The Judiciary representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
- i. Judiciary business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days closed by order of the Chief Judge).

### 1.3 Contract Type

The Contract resulting from this RFP shall be Fixed Price and Time and Material.

### 1.4 Contract Duration

The Contract resulting from this RFP shall begin at date of AOC execution and extend for a base period of six months. The Judiciary shall have the sole right to exercise up to two six-month renewal options at its discretion.

## **1.5 Procurement Officer**

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

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

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

## **1.6 Contract Manager**

Carolyn Fleary, PMP  
Software Quality Assurance Manager  
Judicial Information Systems  
2661 Riva Road, Suite 900  
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 be held on February 12, 2013, beginning at 10:00 AM, at 2011D Commerce Park Drive, Annapolis, MD 21401, Training Room 3 (Judicial Education and Conference Center). Attendance at the Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

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

In order to assure adequate seating and other accommodations at the Conference, please email the Conference Response Form to the attention of the Procurement Officer such notice no later than February 7, 2013. The Conference Response Form is included as Attachment D to this RFP.

## **1.8 Questions**

1.8.1 The Procurement Officer, prior to the Pre-proposal Conference, shall accept written questions from prospective Offerors. If possible and appropriate, such questions shall be answered at the Pre-proposal Conference. Please submit all questions to the Procurement Officer by e-mail. Questions, both oral and written, shall also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions shall be answered at the Pre-proposal Conference.

1.8.2 Questions shall also be accepted subsequent to the Pre-Proposal Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research 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 requestor, will be posted on the Judiciary's Procurement web site and eMarylandMarketplace.

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

An original and four copies of each proposal (technical and financial) must be received by the Procurement Officer no later than 2:00 pm (local time) on **February 28, 2013, 2:00 PM** in order to be considered. An electronic version (CD) of the Technical Proposal must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal must be enclosed with the original Financial Proposal. All diskettes or CDs must be labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

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

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

### **1.10 Duration of Offer**

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

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

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

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



### **1.12 Cancellations**

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

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

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.

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

### **1.14 Incurred Expenses**

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

### **1.15 Economy of Preparation**

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

### **1.16 Protests/Disputes**

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

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

Neither multiple nor alternate proposals will be accepted.

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

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

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be

disclosed. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Technical proposal and if applicable in the Financial proposal.

### **1.19 Offeror Responsibilities**

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

### **1.20 Mandatory Contractual Terms**

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

### **1.21 Proposal Affidavit**

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

### **1.22 Contract Affidavit**

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

### **1.23 Minority Business Enterprise (MBE)**

**This is an MBE only direct solicitation:** One award will be made to an MDOT certified MBE. There is no MBE subcontractor participation goal established for this solicitation.

### **1.24 Arrearages**

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

### **1.25 Procurement Method**

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

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

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

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

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

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

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

## SECTION 2 – STATEMENT OF WORK

### 2.1 Purpose, Project Description and Approach

#### **Purpose:**

Judicial Information Systems (JIS), a department of the Administrative Office of the Courts (AOC), seeks to contract experienced IT consulting services to perform an IV&V on specific aspects of the General Enterprise and Resource Support (GEARS) project.

The purpose of the IV&V is to assess aspects of the project that that the AOC feels are critical to the ongoing success of the project and support of the system. The Contractor shall conduct research and analysis of the project structure and activities specific to the areas cited in this Statement of Work or optionally designated by the Project Sponsor and develop appropriate written reports and presentations of findings. An optional deliverable, at the sole discretion of the AOC, is the development of a Corrective Action Plan (CAP) related to one or more of the IV&V findings as determined by the project sponsor.

A second, optional phase of the IV&V, at the sole discretion of the AOC, requires the Contractor to monitor and report on compliance with the CAP and provide assistance to support Judiciary corrective actions.

#### **Project Description:**

A very general description of the GEARS project is provided here for the purpose of providing background for the Statement of Work to follow. It is not intended to provide a comprehensive understanding of current or planned activities. The Contractor is expected to gain that depth of understanding as part of the research and review of project material performed in this engagement. Specific information or detail, however, can be provided, on request if deemed by the AOC to be pertinent and appropriate to responding to this solicitation.

The GEARS project encompasses the implementation of various components of Oracle's PeopleSoft product suite to replace a number of existing systems and provide a Judiciary-wide integrated solution.

MetaFormers, Inc. has been contracted by the AOC for implementation / integration services and the project has been structured into the following major phases:

#### Phase I – Financials and Supply Chain Management

- This phase, currently in process, will implement the PeopleSoft solution in the areas of invoicing, procure to pay, accounts payable, billing and similar business processes. It will replace current central and distributed software systems as well as the use of QuickBooks, manual spreadsheets, and FoxPro.  
Target Deployment: July, 2013

Since the AOC's original purchase of the PeopleSoft suite, Oracle has stated its intent to focus future efforts on the integration of Hyperion software components for financial planning, budgeting, and forecasting. The timing of the implementation of this component is still under consideration.

#### Phase II – Human Capital Management

- Involves integrating Human Capital Management business processes for the Judiciary within PeopleSoft with associated conversions from existing systems used to support these functions.  
Target Deployment Date: July 2014

#### Phase III – eGrantsPlus and JobAps

- Integrates the eGrantsPlus and JobAps software with PeopleSoft Financials and Human Capital Management  
Target Deployment Date: February 2015

Adoption of the PeopleSoft suite is expected to bring with it significant changes to the current structure of support for the current collection of legacy applications that are being replaced.

#### **Approach:**

Subject to modification deemed appropriate from Contractor proposals, the approach for this IV&V shall include independent research, stakeholder interviews, and the review and analysis of project files and documentation. In working with project stakeholders, the Contractor shall strive to minimize or avoid any adverse impact to the target project schedule. The Contractor shall assign an "IV&V Project Manager" who shall be the Contractor's lead resource and primary Point of Contact (POC) with the AOC. This resource must be experienced in performing IV&V services of an identical or similar nature to the purpose and scope of this engagement. Contractor activities shall reflect recognized industry best practices adjusted to the specific needs of the AOC. AOC shall identify JIS key personnel dedicated to this IV&V (e.g. Project Sponsor, Project Director etc.) after contract award.

### **2.2 Scope of Work**

This section includes the scope of the IV&V Reviews and a description of the IV&V tasks to perform during the course of the review. The IV&V Review of the GEARS Project is not to be a continuous process within the project itself. Rather, it is a separately performed, adjunct activity that does not fall within the day-to-day managerial oversight or control of the GEARS Project Management Team. The Contractor should not view their role as providing a "continuous presence" within the GEARS Project, such as might be the case with Quality Control and Assurance services. The Contractor shall include the performance of independent and objective examination of process and work products against industry best practices

The IV&V Contractor will provide detailed, structured reports of positive and negative findings within the review areas noted in this Statement of Work to the Project Sponsor, Project Director, and the Project Management Office of the Judicial Information Systems (JIS) Department of the AOC. Findings of deficiencies must include root cause analysis that include identification of the root causes and associated effects along with recommended solutions for correction and prevention of reoccurrence. Optionally, and at the sole discretion of the AOC, these recommendations may be accompanied by a Corrective Action Plan (CAP). The Project Sponsor will distribute copies of all reports to entities outside of the project team as deemed appropriate. In addition, the Contractor will make presentations to all governing bodies as deemed appropriate by the Project Sponsor.

The Contractor shall provide independent analyses in the areas noted below. These analyses will serve to identify, inform and educate the project team, and the various oversight entities, committees and boards of any areas of weakness and risk, as well as the proposed and recommended solutions for their remediation and/or mitigation.

Contractor reports and presentations will address technical, financial, and managerial aspects of the review areas. The required minimum IV&V review areas are:

A. Organization Support Structure and Readiness

This review area includes:

- An analysis of the resource requirements (hardware, software, and staff) needed to provide adequate levels of operational support for the functions implemented in Phase I of the project, and
- An assessment of the resources in place or planned against those requirements.

B. Phase I Lessons Learned

This review area involves working with the project participants to produce a constructive assessment of how Phase I of the project was conducted and adjustments to be considered to enhance the effectiveness and efficiency of the project in the remaining phases. Critical areas for project success are to be examined, including, but not limited to:

- Project planning and scheduling
- Resource planning and staffing
- Project management and change control
- Project coordination and communication
- Project testing and quality assurance. Training
- Implementation planning and deployment
- Implementation and user support

C. Feasibility and timing of implementing Hyperion budgeting software.

This review will focus on all aspects of addressing the inclusion of this component into the project, balancing benefits to be received against cost, resource, and capacity of the AOC / Judiciary to address successfully.

D. Automated Testing Assessment

This review will focus on providing an assessment of the feasibility, advisability, and resource requirements associated with the use of automated test tools for future phases and regression testing of future releases

In addition, the AOC may want to include additional reviews as necessary within the Optional Services section of this SOW.

### **Contractor Deliverables:**

For each IV&V Review Area evaluated, the IV&V Review Report will include:

- The status of the topic, including any pertinent historical background information;
- A detailed analysis that will contain findings, both positive and negative;
- Detailed recommendations in each IV&V Review Area specifying what the AOC and/or JIS can do immediately and in the long term to improve the probability of success. Any technologies, methodologies, or resources recommended will reflect industry “best practices” and be appropriate for the unique circumstances and constraints of the review area. The recommendations will also specify a method of measuring progress against the recommendations.

**Note:** All Offerors shall submit one or more examples of similar deliverables produced for other clients to demonstrate the scope and depth of analyses performed in a similar context.

The Project Sponsor or Project Director must approve the methodology and processes used in the analysis and preparation of the review reports prior to their use and the Contractor shall provide a description of the methodology and processes in the final deliverable. If requested, Contractor shall make available all IV&V Review related standards, processes, procedures, plans, and applicable reference material.

For each review area, the Contractor shall initially engage in a planning phase, not to exceed 30 days, in which the scope, participants, and deliverables are agreed upon. The Contractor shall deliver final copies of all deliverables simultaneously to the Project Sponsor, the Project Director, and the Project Management Office of the Judicial Information Systems (JIS) department on the delivery schedule established in the planning phase.

Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable.

The Contractor shall submit a Deliverable Acceptance Form (DAF) with all final deliverables. A sample DAF is provided as Exhibit A. In the event of deliverable rejection, the Contractor shall correct the identified deficiencies or non-conformities within five (5) working days from the date of rejection.

The Project Sponsor reserves the right to extend the due date of any deliverable if appropriate, due to document size, schedule or changes in scope. The Contractor must notify the Project Sponsor and Project Director of any anticipated delay of a deliverable, as far in advance of the due date as possible and no later than seven (7) days before due date.

The IV&V Service Provider shall provide all deliverables in electronic form with one hardcopy form provided to the Project Sponsor using the following software standards:

<b>DOCUMENT TYPE</b>	<b>FORMAT</b>
Text Document	Microsoft Word 2010
Spreadsheets	Microsoft Excel 2010
Presentation	Microsoft PowerPoint 2010/Visio 2010
Project Management	Microsoft Project 2007

Description of Primary Deliverables:

- 1.1 IV&V Kickoff Meeting - The purpose of this meeting is to educate and obtain buy-in from participants in the IV&V process. The meeting shall accomplish the following: define roles and responsibilities, establish logistical details and communication expectations, and clarify IV&V tasks and time frames. The Contractor shall facilitate the meeting, providing an agenda, sign-in sheet, presentation, and other relevant materials for the meeting to the Project Director or designee in advance. Prior to and in preparation for the kick-off meeting, the Contractor shall provide a draft copy of the kick-off materials, begin independent research for the IV&V and obtain pertinent project documents and information from the Project Director or designee.
  
- 1.2 IV&V Project Management Plan - This plan shall be a Microsoft Word document submitted via e-mail attachment. Once accepted, the IV&V Project Management Plan will become the baseline to gauge variances and Contractor performance. The IV&V Project Management Plan shall describe the background, purpose, and approach consistent with this SOW and the Contractor’s Proposal. The Word document shall contain or be accompanied by a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all IV&V deliverables. The Contractor shall provide a draft copy of the IV&V Project Status Report (Deliverable 1.3) with the IV&V Project Management Plan. The Contractor shall relegate the IV&V Project Status Reports and Gantt chart to a separate part of the document for clarity. The Contractor shall update the Gantt chart as needed on a bi-weekly basis and submit it with IV&V Project Status Reports
  
- 1.3 IV&V Status Reports - These reports shall be Microsoft Word documents submitted bi-weekly via e-mail attachment with “GEARS IV&V Status Report” in the e-mail subject line. The reports shall detail the IV&V activities and progress for comparison against the IV&V Project Management Plan (Deliverable 1.2). Reports shall be submitted in conjunction with bi-weekly IV&V status discussions with the TO Manager. Reports shall contain, at a minimum, the following elements:



- 1.3.1 Purchase Order Number and the reporting period;
- 1.3.2 A table listing all project deliverables and indicating percent complete for each;
- 1.3.3 A list of tasks accomplished during the reporting period;
- 1.3.4 A list of tasks planned for the next reporting period;
- 1.3.5 A section describing any IV&V project issues and risks, probability, potential impacts on the IV&V project schedule, scope, and cost. This section shall also describe risk response activities toward meeting original schedule, scope, and cost baselines;
- 1.3.6 An embedded or accompanying Microsoft Project file that is the Gantt chart from deliverable 1.2, updated as needed from the original plan to show revised IV&V tasks and time frames.

Note: The DAF for this deliverable should be submitted when the last Status Report is submitted.

- 1.4 IV&V Draft Findings Report - The report shall contain a one-page executive summary section that provides a concise overview of at least the high priority findings and recommendations organized by IV&V Objectives. The report shall briefly describe the methodology used to perform the IV&V. The report shall contain detailed positive and negative IV&V findings, organized according to the IV&V objectives. For negative findings, the report shall contain a table describing the deficiencies as “Improvement Opportunities” with corresponding categorization, probabilities, impacts, and recommended corrective actions for implementation by the agency. For deficiencies, the report shall include the identification of a root cause(s) and associated effects along with recommended solutions for correction and prevention of reoccurrence. The table shall be organized according to the IV&V objectives with the findings and recommendations prioritized as high, medium, or low.
- 1.5 IV&V Findings Internal Presentation - This internal presentation to AOC shall be a Microsoft PowerPoint document. The presentation shall be printed in sufficient color hard copies for an audience identified by the Project Director or designee. The presentation shall be orally presented in person by the Contractor to AOC and shall describe the IV&V findings and recommendations consistent with the IV&V Draft Findings Report.
- 1.6 IV&V Final Findings Report - This report is the finalized version of Deliverable 1.4, updated by the Contractor based on feedback received from the Project Director or designee on Deliverables 1.4 and 1.5. This report shall be a Microsoft Word document.
- 1.7 IV&V Findings AOC Presentation - This presentation is the finalized version of Deliverable 2.7.5, updated to be consistent with the IV&V Final Findings Report. This presentation shall be a Microsoft PowerPoint document.

**Description of Optional Deliverables:**

*Note: The following deliverable(s) are optional at the sole discretion of the AOC. The decision to exercise this option will be made between Deliverables 1.5 and 1.7. The AOC will notify the Contractor in writing if the option is exercised.*

1.8 **IV&V Corrective Action Plan(s)** - This plan shall be a Microsoft Word document. The Contractor shall obtain and incorporate input from the AOC in the plan as needed through one or more meeting(s) to formalize a plan. The AOC will facilitate the CAP development by scheduling a meeting or meetings. The plan shall contain:

- 1.8.1 The table of deficiencies and recommended corrective actions from the IV&V Final Findings Report (Deliverable 1.6);
- 1.8.2 A breakdown of planned AOC tasks and time frames to implement each recommended corrective action; and
- 1.8.3 A breakdown of proposed Contractor tasks and time frames for providing IV&V assistance.

1.9 **IV&V Corrective Action Assistance** - The Contractor shall provide hours of assistance to the AOC toward implementing corrective actions identified in the CAP (Deliverable 1.8). Decision for the hours will be determined at CAP planning meeting(s). All tracking and reporting formats established in deliverable 1.3 shall be used throughout the period for which assistance is provided.

**Period of Performance:**

Because the value of the deliverables are time sensitive to ongoing project activities and system support, all work associated with the primary deliverables shall be completed within 91days of receiving authorization to proceed as detailed in the following table. Any extension to this time frame must be approved by the Project Sponsor and Project Director.

<b>ID</b>	<b>Deliverable</b>	<b>Time of Performance</b>
1.1	IV&V Kickoff Meeting	NTP + 21 calendar days
1.2	IV&V Project Management Plan	NTP + 28 calendar days
1.3	IV&V Status Reports	NTP + 28 Calendar Days for the first report and bi-weekly thereafter
1.4	IV&V Draft Findings Report	NTP + 56 calendar days
1.5	IV&V Findings Internal Presentation	NTP + 70 calendar days
1.6	IV&V Final Findings Report	NTP + 77 Calendar Days
1.7	IV&V Final Findings Presentation	NTP + 91 Calendar Days
1.8	IV&V Corrective Action Plan	NTP + 105 calendar days
1.9	IV&V Corrective Action Assistance	The time of performance for this deliverable shall be determined during the review of deliverable 1.8

### **Acceptance:**

The Project Sponsor or Project Director will accept or reject the individual IV&V Review Reports and Presentations as described above via the Deliverable Acceptance Form. The Project Sponsor or Project Director cannot approve, modify, or reject a report prior to submission but may provide comments and feedback on drafts within five (5) business days of receipt of a draft.

The Project Sponsor or Project Director shall not unduly withhold acceptance of deliverables. In all cases, payment to the Contractor will be contingent upon the Project Sponsor and Project Director approval of each deliverable. No IV&V Review will be complete until the Project Sponsor and Project Director have received and approved all review-related documentation.

Each respondent to this SOW must include a description of the actions it will take to produce the deliverables and obtain approval. The Project Sponsor or Project Director must approve, in writing, changes to milestones, deliverables or other material changes to the task order prior to implementation of any changes.

### **2.3 Contractor Requirements**

The Contractor shall have expertise available in-house or through fostered strategic alliances with other firms providing such services in the time frames designated herein.

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically by JIS and/or the State of Maryland.. The Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

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

### **2.4 Invoicing**

Following the submission of each completed deliverable, the Contractor shall separately submit a DAF (format consistent with Exhibit A) to the Project Director. DAFs shall be submitted as MS Word documents. Following the return of the executed DAF indicating 'Accepted' and signed by the AOC Project Director, the Contractor shall submit an invoice for the deliverable. The invoice must be accompanied by a copy of the executed DAF.

Proper invoices for payment shall contain the Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the CM for payment approval.

### Invoice Format

- A) A proper invoice shall identify labor category, contract number, date of invoice, period of performance covered by the invoice, and Contractor point of contact with telephone number.
- B) The Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including signed detail of work hours) submitted for payment to Annapolis MD.21401. Contact information to be provided with award.
- C) Proper invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred for the respective assignment under the contract. In no event shall any invoice be submitted later than 60 calendar days from the assignment termination date.

Payments to the Contractor shall be governed by the terms and conditions defined in the Contract.

## **2.5 Insurance**

- 2.5.1 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be delivered to the AOC Office of Procurement before the actual implementation of the Agreement.
- 2.5.2 All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate and positive notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Contractor, at least 60 days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.
- 2.5.3 The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requiring of any and all insurance as set forth in this RFP, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

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

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

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

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

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

E. Comprehensive Automobile Liability:

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

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

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

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

## **2.6 Contractor Security Requirements**

- All Contractor personnel shall follow all applicable Judiciary and State security policies, laws, and regulations while working on the project.
- The Contractor shall coordinate staff on-site visitations with Judiciary staff.
- The Contractor shall comply with and adhere to the JIS Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Current and revised versions of the security policy are available on-line at: <http://mdcourts.gov/aoc/pdfs/jis-securitypolicystandards.pdf> The JIS reserves the right to monitor computer usage for compliance with its policies.
- The Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each employee performing services under the Contract. This background check must be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Contractor employee providing services on site at any location covered by this Contract. The AOC reserves the right to refuse to allow any Contractor's employee to work on State premises, based upon criminal record.
- All Contractor personnel assigned to work on this project shall submit to a fingerprint based criminal history background check prior to starting work and may be subject to rejection as the result of the check. Any person, who is working at the AOC's facilities or has access to identification and criminal data, must be approved by the AOC. The AOC CM will approve in writing any Contractor personnel assigned to work on this project before the performance of work.
- All Contractor personnel assigned to this project shall be monitored throughout the life cycle of this project and shall consent to such monitoring. Contractor's detection of any unlawful conduct must be reported to the AOC CM immediately for resolution.
- Situations that require Contractor employees to make "on site" visitations will need to be planned and coordinated with the CM.
- Any individual who is an employee or agent of the Contractor or any subcontractor shall display his or her company badges at all times while on Judiciary premises. Each such employee or agent upon request of Judiciary personnel shall provide additional photo identification.
- The AOC CM may impose additional restrictive conditions regarding the nature of prior criminal convictions and pending criminal charges that would result in an employee of Contractor not being permitted to work on Judiciary's premises. Upon receipt of the Judiciary's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to the Judiciary regarding the personnel working at or assigned to the Judiciary's premises. Contractor must notify the AOC CM of all charges filed against any employee or subcontractor's employee during this project.

- At all times, at any facility, the Contractor's personnel shall ensure cooperation with Judiciary site requirements to include being prepared to be escorted at all times, and providing information for obtaining a badge and wearing the badge in a visual location at all times.

## SECTION 3 – PROPOSAL FORMAT

### 3.1 Two Part Submission

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

### 3.2 Proposals

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

### 3.3 Submission

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

### 3.4 Volume I – Technical Proposal

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



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

- 3.4.3 Title and Table of Contents: The technical proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. Note: Information that is claimed to be confidential under RFP Section 1.18 must be clearly identified. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.
- 3.4.4 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary." The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to the Judiciary's terms and conditions, the Executive Summary should so state.

3.4.5 Offeror Technical Response to RFP Requirements:

The Offeror must document its ability to provide a high level of expertise in performing an IV&V consistent with the scope and objectives presented in this SOW. In addition, the Offeror shall document that it is capable of furnishing all necessary services required to successfully complete all tasks and produce high quality deliverables described herein.

The Technical Response to this solicitation shall contain, at a minimum, the following:

- 1 General
  - 1.1 Executive Summary
  - 1.2 Understanding of purpose and scope of the IV&V
- 2 Proposed Methodology
- 3 IV&V Specific Information
  - 3.1 Organization Support Structure and Readiness
    - 3.1.1 Understanding of Objectives
    - 3.1.2 Specific Assumptions
    - 3.1.3 Specific Risk
    - 3.1.4 Description of extra work or time required
    - 3.1.5 Roles and Responsibilities
    - 3.1.6 IV&V Gantt Chart
  - 3.2 Phase I Lessons Learned
    - 3.2.1 Understanding of Objectives
    - 3.2.2 Specific Assumptions
    - 3.2.3 Specific Risk
    - 3.2.4 Description of extra work or time required
    - 3.2.5 Roles and Responsibilities
    - 3.2.6 IV&V Gantt Chart

3.3 Feasibility and Timing of Hyperion Implementation

3.3.1 Understanding of Objectives

3.3.2 Specific Assumptions

3.3.3 Specific Risk

3.3.4 Description of extra work or time required

3.3.5 Roles and Responsibilities

3.3.6 IV&V Gantt Chart

3.4 Automated Testing Assessment

3.4.1 Understanding of Objectives

3.4.2 Specific Assumptions

3.4.3 Specific Risk

3.4.4 Description of extra work or time required

3.4.5 Roles and Responsibilities

3.4.6 IV&V Gantt Chart

4 Proposal Attachments

4.1 Resumes

4.2 Labor Classifications

4.3 Sample Documents / Templates

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

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

3.4.5.3 References. Provide three (3) current customer references where the customer is similar in size to Maryland. Provide the following information for each client reference:

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

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

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

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

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

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

- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal)
- 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.

### **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. Offeror may include a description of any assumptions on which the Financial Proposal is based. (Assumptions may not constitute conditions, contingencies, or exceptions to the price proposal.). The Financial Proposal must contain all price information in the format specified in Attachment E. Information which is claimed to be confidential is to be clearly identified in the Offeror’s Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal.

All proposed rates, whether Fixed Price or T&M, will be “fully loaded” rates. The Contractor will not be reimbursed for any travel expenses including but not limited to transportation, meals, and hotel accommodations.

## **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 Evaluation Criteria**

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

- Experience, capability and references for the Offeror and proposed subcontractors as described in the guide to the technical response to Section 3.2.
- The Offeror's overall understanding of the SOW (Section 2) of this RFP. The level of SOW understanding shall be determined by the quality and accuracy of the technical response in adherence to Section 3.2.

### **4.3 Financial Criteria**

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

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

#### 4.4.1 General Selection Process:

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

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

#### 4.4.2 Selection Process Sequence:

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

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

4.4.2.2 The financial proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.

4.4.2.3 When in the best interest of the Judiciary, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

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

## **ATTACHMENTS**

Attachment A	Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Pre-Proposal Conference Form
Attachment E	Price Proposal Form
Attachment F	Non-Disclosure Agreement

**ATTACHMENT A – STANDARD CONTRACT AGREEMENT**

**Contract number: K13-0055-29**

**MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS  
IT SUPPORT 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 IV&V services (hereinafter “Services”), and other deliverables in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

Exhibit B: Request for Proposal dated xxxxxx and all amendments and exhibits thereto (collectively referred to as the “RFP”)

Exhibit 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.

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 with contract execution for a base period of six months. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including two additional successive six-month terms.

## **3. Consideration and Payment**

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



#### **4. Warranties**

The Contractor hereby represents and warrants that:

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

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

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

equipment, text, instructional material, services or other work covered by any Contract awarded.

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

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

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

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

## **8. Disputes**

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

## **9. Maryland Law**

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

## **10. Amendments**

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

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

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

## **12. Contingent Fee Prohibition**

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

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

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

## **14. Termination for Cause**

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

## **15. Termination for Convenience**

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

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

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

## **17. Suspension of Work**

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

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

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

## **19. Financial Disclosure**

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

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

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

## **21. Right to Audit**

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

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

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

## **23. Subcontracting and Assignment**

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

## **24. Indemnification**

- 24.1 The Contractor shall indemnify the AOC against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 24.2 The AOC has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 24.3 The AOC has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 24.4 The Contractor shall immediately notify the Procurement Officer of any claim, suit or action made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.

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

The AOC provides public access to records in accordance with § 10-617(d) of the State Government Article, Annotated Code of Maryland, and other laws relating to access to public records, including Maryland Rules of Procedure, Rules 16-1001 through 16-1011. If a request is

made to review any records pertaining to this contract, the Contractor may be contacted, as circumstances allow, to express its views on the availability of requested information. The final decision on release of any information rests with the AOC.

**26. Conflict of Interest**

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

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

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

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

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

**27. Notices**

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

**State:** specify

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

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

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

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

**Approved:**

\_\_\_\_\_  
Frank Broccolina  
State Court Administrator

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

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

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud



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

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

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

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

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

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

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

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#### D. AFFIRMATION REGARDING DEBARMENT

##### I FURTHER AFFIRM THAT:

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

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

##### I FURTHER AFFIRM THAT:

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

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

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**F. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

**G. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

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

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

**I FURTHER AFFIRM THAT:**

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

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

**I FURTHER AFFIRM THAT:**

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

APPLICABLE, SO STATE):

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**I. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

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

**J. ACKNOWLEDGEMENT**

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

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

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

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

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



**ATTACHMENT C – CONTRACT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

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

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

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

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

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

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

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

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

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

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

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

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

**Project No. K13-0055-29**

**Project Title: IV&V Services**

A Pre-proposal Conference will be held on Tuesday, February 12, 2013 at 10:00 AM local time at:

JECC  
2011D Commerce Park Drive  
Annapolis, MD 21401  
Ground Floor Training Room 3

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

Gisela Blades  
gisela.blades@mdcourts.gov

By [blank] on [blank] advising whether or not you plan to attend this Conference.

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

- 1.
- 2.

\_\_\_\_\_ No, we will not be in attendance.

\_\_\_\_\_  
Company/Firm/Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Name

**ATTACHMENT E – PRICE PROPOSAL FORM**

<b>ID</b>	<b>Deliverables</b>	<b>Proposed Price</b>
2.7.1	IV&V Kick-Off Meeting	
2.7.2	IV&V Project Management Plan	
2.7.3	IV&V Project Status Reports	
2.7.4	IV&V Draft Findings Report	
2.7.5	IV&V Internal Presentation	
2.7.6	IV&V Final Findings Report	
2.7.7	IV&V Findings: AOC Presentation	
2.7.8	IV&V Phase II Corrective Action Plan (CAP) – <i>Optional and at sole discretion of the AOC</i>	
<b>Proposed Fixed Price– Deliverables</b>		

<b>IV&amp;V Corrective Action Assistance - <i>Optional and at sole discretion of the AOC</i></b>	<b>Hourly Labor Rate**</b>
<b>Proposed Labor Categories</b>	

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Authorized Individual Name

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Company Name

Title

Company Tax ID #

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

## ATTACHMENT F – NON-DISCLOSURE AGREEMENT

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 2012, by and between Administrative Office of the Courts (“AOC”) and \_\_\_\_\_ (Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the Contractor and AOC have entered into Contract No. K13-0055-29 \_\_\_\_\_ (the “Contract”); and

**WHEREAS**, in order for Contractor to perform the work required under the Contract, or in the course of that work, the Contractor, the Contractor’s subcontractors, and the Contractor’s and subcontractors’ employees and agents (collectively the “Contractor’s Personnel”) may come into contact with information maintained or held by the Judicial branch of the Maryland government (“Confidential Information”), including the AOC and all courts, units and departments (collectively “the Judiciary”); and

**WHEREAS**, the Judiciary, in order to comply with the law, fulfill its various missions, and enhance the safety of participants in the judicial process, must ensure the confidentiality of certain information, and, to that end, must act as the sole entity with the authority to determine which information held by the Judiciary may be disclosed to persons or entities outside of the Judiciary; and

**WHEREAS**, Contractor acknowledges that Contractor’s compliance with this Agreement is a condition of doing business with AOC,

**NOW, THEREFORE**, Contractor agrees as follows:

1. “Confidential Information” includes any and all information provided by or made available by the Judiciary to Contractor’s Personnel in connection with the Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such or disclosed deliberately or inadvertently. Such information is Confidential Information, whether or not its contents may also be gathered from other sources, or may subsequently be disseminated to the public. Confidential Information includes, by way of example only, information that the Contractor’s Personnel sees, views, hears, takes notes from, copies, possesses or is otherwise provided access to and use of by the Judiciary, whether the information relates to the Contract or the Contract has placed the Contractor’s Personnel in the position to receive the information. Confidential information further includes information both held by the Judiciary and derived or created from information held by the Judiciary.

2. Contractor’s Personnel shall not, without the AOC’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information, except for the sole and exclusive purpose of performing under the Contract and except for disclosures to such Judiciary employees whose knowledge of the information is necessary to the performance of the Contract. Contractor shall limit access to the Confidential Information to Contractor’s Personnel who: 1) have a demonstrable need to know such Confidential Information in order to perform Contractor’s duties under the Contract and 2) have agreed with Contractor in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of



Contractor's Personnel are attached hereto and made a part hereof as Exhibit 1. With respect to information pertaining to the job performance, skills, or conduct of any Judiciary employee, the **only person with the need to know such information is** \_\_\_\_\_, and, except in cases of emergency involving imminent or actual bodily harm or significant property loss or damage, such information may only be disseminated to him, or, in his absence, to the State Court Administrator.

3. Contractor shall require each employee, agent, and subcontractor whose name appears on Exhibit 1 to sign a writing acknowledging receipt of a copy of \_\_\_\_\_, and agreeing to comply with the terms and conditions of, this Agreement. Subcontractors shall expressly agree to all of the terms applicable to Contractor. Accordingly, subcontractors must require their employees and agents to sign such a writing and must submit those individuals' names to the Contractor for inclusion on Exhibit 1. Upon the Procurement Officer's request, Contractor shall provide originals of all such writings to the AOC. Contractor and subcontractors shall update Exhibit 1 by adding additional names as needed and shall ensure that no employee or agent comes into contact with Confidential Information before that person has signed this Agreement. This Agreement shall not be construed to create a employment relationship between AOC and any of Contractor's or subcontractors' personnel.

4. If Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in Contractor's performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, Contractor shall first obtain AOC Contract Manager's written consent to any such dissemination. AOC's Contract Manager may grant, deny, or condition any such consent, as it may deem appropriate in the Contract Manager's sole and absolute subjective discretion.

5. Contractor shall hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to, or theft by, unauthorized third parties, and prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

6. Contractor shall promptly advise the AOC Contract Manager in writing if Contractor learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with AOC in seeking damages and/or injunctive or other equitable relief against any such person(s).

7. Upon the earlier of AOC's request or termination of the Contract, Contractor shall, at its own expense, return to the Contract Manager \_\_\_\_\_, all copies of the Confidential Information, no matter how formatted or stored, in Contractor's and/or Contractor's Personnel's care, custody, control or possession.

8. A breach of this Agreement by the Contractor or noncompliance by Contractor's Personnel with the terms of this Agreement shall also constitute a breach of the Contract. The termination of the Contract does not terminate Contractor's obligations under this Agreement.

9. Contractor acknowledges that any failure by the Contractor or Contractor's Personnel to abide by the terms of this Agreement may cause irreparable harm to the Judiciary and that monetary damages may be inadequate to compensate the Judiciary for such breach. Accordingly, the Contractor agrees that the AOC may, in addition to any other remedy available to AOC under Maryland and any applicable federal law, seek injunctive relief and/or liquidated damages of \$1,000 for each unauthorized disclosure. Contractor consents to personal jurisdiction in the Maryland State Courts and to the application of Maryland law, if AOC so elects in its sole discretion, irrespective of Maryland's conflict-of-law rules. If the Judiciary suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part, to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the Judiciary from and against any such losses, damages, liabilities, expenses, and/or costs.

10. The parties further agree that 1) Contractor's rights and obligations under this Agreement may not be assigned or delegated, by operation of law or otherwise, without AOC's prior written consent; 2) the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall be construed to provide the broadest possible protection against the disclosure of Judiciary

information; 3) signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and 4) the Recitals are not merely prefatory but are an integral part hereof.

**Contractor:**

**Administrative Office of the Courts**

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

Received by: \_\_\_\_\_

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

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

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

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

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

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

**EXHIBIT A - DELIVERABLE ACCEPTANCE FORM (DAF)**

**(Submit one DPAF for each deliverable)**

**Project:** GEARS IV&V

**Contract Number:**

**Purchase Order ID:**

**AOC Contact:**

**Contractor:**

**Contractor POC:**

The Contractor has submitted the deliverable described below for the above referenced Agreement.

<b>Deliverable ID#</b>	<b>Deliverable Title</b>

**The Information Below Shall Be Completed by the AOC**

DELIVERABLE DISPOSITION:

Is accepted.

Is rejected (for reasons indicated below).

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
AOC Project Director

\_\_\_\_\_  
Date Signed

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