



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

REQUEST FOR PROPOSALS (RFP)

FOR

MJUD COTS (COMMERCIAL OFF-THE-SHELF) SOFTWARE

Project: K18-0002-25L

ISSUED: April 20, 2017

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

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

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

**THE JUDICIARY
NOTICE TO OFFERORS/CONTRACTORS**

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

**Title: MJUD COTS (Commercial Off-The-Shelf) Software
Project No: K18-0002-25L**

1. If you have responded with a "no bid", please indicate the reason(s) below:
- Other commitments preclude our participation at this time.
 - The subject of the solicitation is not something we ordinarily provide.
 - We are inexperienced in the work/commodities required.
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - The scope of work is beyond our present capacity.
 - Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
 - We cannot be competitive. (Explain in REMARKS section.)
 - Time allotted for completion of the proposals is insufficient.
 - Start-up time is insufficient.
 - Insurance requirements are restrictive. (Explain in REMARKS section.)
 - Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - MBE requirements. (Explain in REMARKS section.)
 - Prior The Judiciary Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - Payment schedule too slow.
- Other: _____

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

REMARKS:

Offeror Name: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

THE JUDICIARY

Request for Proposals

MJUD COTS (Commercial Off-The-Shelf) Software

PROJECT # K18-0002-25L

RFP Issue Date: April 20, 2017

RFP Issuing Office: Procurement, Contract, and Grant Administration

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

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

Pre-Proposal Conference: May 3, 2017 at 2:00 PM
Judicial Education and Conference Center
2011 Commerce Park Drive
Training Rooms UL 4 & 5
Annapolis, MD 21401

Closing Date and Time: May 11, 2017 at 2:00PM (Local Time)

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Administrative Office of the Courts (AOC) issues this Request for Proposals (RFP) to procure Commercial Off-The-Shelf (COTS) Software, Installation and Training services for the COTS software, and Manufacturer's Software Maintenance, for the Maryland Judiciary. Through the Master Contracts awarded as a result of this solicitation, the AOC will have a flexible means of obtaining these products and services, quickly, efficiently and cost effectively by issuing Purchase Order Requests for Proposals (PORFPs) specific to its needs. **Microsoft and Novell COTS software products are excluded from this RFP.**

1.1.2 The scope of this solicitation encompasses three functional areas as follows:

Functional Area I – COTS Software (Microsoft and Novell COTS software products are excluded)

Functional Area II – Installation and Training Services

Functional Area III- Manufacturer's Software Maintenance

1.1.3 The AOC intends to award a Master Contract to an unlimited number of Offerors that are determined by the Judiciary to be qualified. Offerors may propose to Functional Area I, Functional Areas I and II, Functional Areas I and III, Functional Areas II and III, Functional Area III or all three functional areas as specified in Section 2.

Each request for COTS Software, Installation and/or Training Services, and/or Manufacturer's Software Maintenance, throughout the term of the Master Contract, will be issued and summarized by the AOC in a PORFP. All Offerors awarded a Master Contract listed under a specific functional area will be invited to compete for a PORFP. Based upon PORFP's issued by the AOC, a Master Contractor will be selected to provide the requested COTS software, Installation and/or Training Services and/or Manufacturer' Maintenance. A Purchase Order (PO) will then be issued by the AOC to the selected Master Contractor, which will bind the Master Contractor to the terms of the PORFP response, including the price. Neither a PORFP, nor a PO, may, in any way, conflict or supersede the Master Contract.

1.2 Abbreviations and Definitions

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

- a. Contract – The Contract attached to this RFP as Attachment A
- b. Contractor– The selected Offerors
- c. Local Time – Time in the Eastern Time Zone
- d. MBE – Minority Business Enterprise currently so certified by the Maryland State Department of Transportation.

- e. Offerors – An entity that submits a proposal in response to this RFP
- f. Procurement Officer – The Judiciary representative responsible for this RFP, for the determination of contract scope issues, and the only Judiciary representative who can authorize changes to the contract
- g. RFP – Request for Proposals for **K18-0002-25L** dated **April 20, 2017** including any and all amendments.
- h. Contract Manager– The Judiciary representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
- i. Judiciary business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days closed by order of the Chief Judge).

1.3 Contract Type

The Master Contract shall be an Indefinite Quantity Indefinite Delivery (IDIQ) Fixed Price Contract.

1.4 Contract Duration

The Master Contract resulting from this RFP shall begin **September 8, 2017**, and extend for a base period of five (5) years terminating on September 7, 2022.

1.5 Procurement Officer

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

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

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

1.6 Contract Managers

Whitney Williams
Procurement, Contract, and Grant Administration

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

1.7 Pre-Proposal Conference

A Pre-Proposal Conference will be held on **May 3, 2017, beginning at 2:00 PM, at 2011 Commerce Park Drive, Annapolis, MD 21401. Training Rooms UL 4 & 5.** Attendance at the Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of proposals.

In order to assure adequate seating and other accommodations at the Conference, please email the Conference Response Form to the attention of the Procurement Officer such notice no later than **April 26, at 2:00PM.** The Conference Response Form is included as Attachment **D** to this RFP.

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

1.8 Questions

1.8.1 The Procurement Officer shall accept written questions from prospective Offerors. Please submit all questions to the Procurement Officer by e-mail.

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

1.9 Proposal Due (Closing) Date

One original of each proposal (technical and financial) must be received by the Procurement Officer **no later than 2:00PM (local time) on May 11, 2017** in order to be considered. An electronic version of the Technical Proposal must be enclosed with the technical proposal. An electronic version of the Financial Proposal must be enclosed with the original Financial Proposal. All electronic versions must be labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

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

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

1.10 Duration of Offer

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

1.11 Revisions to the RFP

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

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

1.12 Cancellations

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

1.13 Oral Presentations/Discussions

Offerors may be asked to participate in oral presentations to expand on their proposal. We expect to schedule those no later than two weeks after proposal receipt. The Procurement Officer will notify selected Offerors of the time and location.

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

1.14 Incurred Expenses

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

1.15 Economy of Preparation

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

1.16 Protests/Disputes

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

1.17 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

1.18 Public Information Act Notice

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

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

1.19 Offeror Responsibilities

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

1.20 Mandatory Contractual Terms

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

1.21 Proposal Affidavit

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

1.22 Contract Affidavit

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

1.23 Minority Business Enterprises

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

An MBE Subcontractor participation goal of 25 % has been established for this Functional Area II- Training and Installation. Each offeror/bidder shall complete, sign and submit MJUD MBE Form A “Certified MBE Utilization and Fair Solicitation Affidavit” and MJUD MBE Form B “MBE Participation Schedule” at the time it submits its technical proposal or bid response.

Failure of a Functional Area II Offeror to complete, sign, and submit the required MBE Participation forms at the time it submits its response to this RFP, may result in the AOC’s rejection of the Offeror’s Proposal for Functional Area II.

Waiver

If the offeror/bidder is unable to achieve the MBE participation goal, it shall request a waiver in whole, or in part, of the overall goal by checking the second box on the MJUD MBE FORM A.

Failure to indicate the need for a waiver may result in the Judiciary’s rejection of the bid/proposal.

After Notice of Apparent Awardee:

If bidder/offeror is notified that bidder/offeror is the apparent awardee or as requested by the Procurement Officer, bidder/offeror must submit the following documentation within 10 business days of receiving such notice:

- (a) MJUD MBE Form C - Outreach Efforts Compliance Statement;
- (b) MJUD MBE Form D - MBE Subcontractor Project Participation Statement Affidavit;
- (c) MJUD MBE Form E – Minority Contractor Unavailability Certificate; and additional documentation per the Prime Contractors’ Good Faith/Waiver Checklist provide in the RFP, Attachment (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder’s responsibility/offeror’s susceptibility of being selected for award in connection with the certified MBE participation goal.

1.24 Arrearages

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

1.25 Procurement Method

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

1.26 Verification of Registration and Tax Payment

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It

is strongly recommended that any potential Offerors complete the registration prior to the due date for receipt of proposals. An Offerors failure to complete the registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offerors from final consideration and recommendation for Contract award.

1.27 Payments by Electronic Funds Transfer

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

1.28 Non-Disclosure Agreement

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

SECTION 2 – STATEMENT OF WORK

2.1 Summary & Scope

The AOC is seeking proposals from prospective Offerors to award a Master Contract to an unlimited number of Offerors that are determined by the Judiciary to be qualified. Offerors may propose to Functional Area I, Functional Areas I and II, Functional Areas I and III, Functional Areas II and III, Functional Area III or all three functional areas.

The Master Contracts resulting from the issuance of this RFP will allow the AOC to have its own flexible and efficient manner for obtaining COTS Software.

The scope of this solicitation encompasses three functional areas as follows:

- 1) Functional Area I- COTS Software (excluding Microsoft and Novell Software)
- 2) Functional Area II- Installation and Training Services
- 3) Functional Area III- Manufacturer's Software Maintenance

2.2 General Requirements

Depending upon the requirements of PORFP, the following shall apply:

2.2.1 Required Project Policies, Guidelines, and Methodologies

The Master Contractor shall keep itself informed of and comply with all Federal, State and local laws, regulations, ordinances, policies, standards and guidelines affecting IT projects applicable to its activities and obligations under this Contract, as those laws, policies, standards and guidelines may be amended from time to time, and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Master Contract.

2.3 Functional Area I- COTS Software

- 2.3.1 Master Contractors shall provide COTS software, in accordance with the guidelines provided hereunder. This includes software licenses which grant the AOC the right to run or access the purchased software program within the terms and conditions of the license agreement.
- 2.3.2 Master Contractors shall refund to the AOC within 30 calendar days of receipt of the returned COTS software, the purchase price of the returned COTS software, including shipping costs. The AOC shall not be charged restocking fees.
- 2.3.3 Master Contractors shall provide prepaid delivery, FOB (the delivery destination specified in the PORFP) to any Judiciary eligible customer located within Maryland's geographic boundaries. Unless specified otherwise in a PORFP, all COTS software is to be delivered, prepaid, to the location specified in a PORFP within 3 business days from the date of the PO. Similarly, provided a PORFP allows at least 3 business days delivery time, any price proposed in response

to a PORFP that is lower than MSRP will be construed to include delivery within 3 business days from the date of the PO.

If a PORFP specifies delivery in less than 3 business days (which will be termed an expedited delivery) and an Offeror proposes the MSRP as its proposal price, the Offeror may include as a separate distinct charge, the cost of the expedited delivery. However, if an offeror proposes a price lower than the MSRP for a PORFP that requires expedited delivery, the PORFP proposal price shall include the cost of the expedited delivery and no separate, additional charge will be permitted.

Title does not pass until the shipment reaches the destination, and the goods belong to seller while in transit.

2.4 Functional Area II- Installation and Training Services

Installation and/or Training services may only be purchased when purchasing COTS software under Functional Area I – COTS Software or Functional Area III – Manufacturer’s Software Maintenance. Functional Area II services may not be purchased alone. Installation services required separately from the purchase of COTS software must be purchased via a separate procurement.

2.4.1 Installation Services

Installation services are limited to the installation of the COTS Software with only the configuration necessary to ensure that the COTS software operates properly in the AOC’s environment. Installation services shall not include customization or installation-specific enhancements.

2.4.2 Training Services

Training may only be purchased contemporaneously with the original purchase of COTS Software or with the purchase of Manufacturer’s Software Maintenance and shall include, but is not limited to:

- Formal on-site or off-site training that is planned in advance and that has a defined curriculum;
- Computer-based training that includes software that provides interactive, self-paced training at your desktop, workstation, or laptop computer; and
- Web-based training that provides courses or classes that are accessible via an internal Intranet or the Internet.

2.5 Personnel Qualifications (Functional Area II)

2.5.1 A) Master Contractors shall only propose staff available at the time of the PORFP. In response to each PORFP, Master Contractors shall provide personnel that satisfy the personnel qualifications specified within Section 2.6 for each of the labor categories required under the specific PORFP.

- B) Specific areas of required expertise may be further defined in the PORFP. Master Contractors shall certify that all candidates meet the required qualifications.
- C) The PORFP shall define specific requirements for the services required. The PORFP shall clearly identify all applicable experiences related to the COTS software.
- E) Substitution of Education for Experience. Substitution of education for experience may be permitted at the discretion of the Judiciary.
- F) Substitution of Experience for Education. Substitution of experience for education may be permitted at the discretion of the Judiciary.
- G) Substitution of Professional Certificates for Experience: Professional certification may be substituted for up to two (2) years of general and specialized experience. The AOC shall approve or disapprove substitutions.

2.5.2 Substitution of Personnel

- A) Individuals proposed and accepted as personnel for PORFPs are expected to remain dedicated throughout the term of the PORFP award. Substitutions will be allowed only when the AOC specifically agrees to the substitution in writing or due to an emergency circumstance as described below. All proposed substitutes of personnel must have qualifications at least equal to that of the person initially proposed and evaluated and accepted in the PORFP. The burden of illustrating this comparison shall be the Master Contractor's. The resumes of the initially proposed personnel shall become the minimum requirement for qualifications for successor personnel for the duration of the total PORFP term. Substitution of experience for education may be permitted at the discretion of the Judiciary. If one or more of the personnel are unavailable for work under a PORFP for a continuous period exceeding 15 calendar days, the Master Contractor shall immediately notify the AOC and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of notification to the AOC. All substitutions shall be made in accordance with this provision.
- B) During the performance period for a PORFP, no substitutions of personnel will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or as otherwise approved by the AOC. In any of these events, the Master Contractor shall promptly notify the AOC and provide the information required above. All proposed substitutions of personnel for other than emergency situations must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the AOC, with the information required above. AOC must agree to the substitution in writing before such substitution shall become effective.
- C) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute, and any other information requested by the AOC to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and

work experience equal to or better than the resume initially proposed for personnel; the burden of illustrating this comparison shall be the Master Contractor's.

2.6 Labor Categories and Qualifications (Functional Area II)

2.6.1 Training Specialist/Instructor

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

Education: A Bachelor's Degree from an accredited college or university with a major in Education/Training in the areas of Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 4 years of experience in information systems development, training, or related fields.

Specialized Experience: At least 2 years of experience in developing and providing IT and end user training on computer hardware and application software.

2.6.2 Network Administrator

Duties: Performs a variety of network management functions related to the operation, performance or availability of data communications networks. Experience with cable/LAN meters, protocol analyzers, SNMF and RMON based software products. Knowledge of Ethernet, FDDI and high speed WANs and routers. Analyze client LANs/WANs, isolate source of problems, and recommend reconfiguration and implementation of new network hardware to increase performance. Requires an advanced knowledge of network operating systems. Modifies command language programs, network start up files, assigns/reassigns network device logicals, and participates in load balancing efforts throughout the network to achieve optimum device utilization and performance. Establishes new user accounts on the network granting access to required network files and programs. Manages network Email functions. Establishes mailboxes and monitors mail performance on the network. Troubleshoots network/user problems, presents resolutions for implementation. Prepares a variety of network resource reports.

Education and other Requirements: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field, or two years of college or university study in Computer Science, Information Systems, Engineering or a related field. If applicable, should be certified as a network administrator for a specific network operating system as defined in the State solicitation. Certification criteria is determined by the network operating system manager. An additional year of specialized experience may be substituted for the required education.

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

Specialized Experience: One year of experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, data communications equipment installation and maintenance, or computer systems administration and management.

2.6.3 Subject Matter Expert

Duties: Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 7 years of experience in the IT field.

Specialized Experience: At least 5 years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

2.7 Contractor Security Requirements (Functional Area II)

Compliance with Judiciary Policies-

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

Access and Background Checks-

- Site visits to any Judiciary location by contractor personnel must be coordinated by Judiciary staff with the designated site personnel in advance of any visit.
- Any contractor personnel working at Judiciary locations, or on Judiciary systems or projects, or who have access to Judiciary or State criminal data or systems, must be approved in writing by the Procurement Officer prior to beginning work.
- All contractor personnel working at Judiciary locations, or on Judiciary systems or projects, or who have access to Judiciary or State criminal data or systems, must have a Judiciary approved criminal background check prior to beginning work with the Judiciary, and may be subject to rejection as a result of the background check.
- All contractor personnel assigned to work at Judiciary locations shall be required to obtain a Judiciary security identification badge prior to beginning work, and annually thereafter. The

contractor is responsible for any fees that may be incurred for initial issuance of the badge and for any replacement.

- The badge shall be displayed at all times while on Judiciary premises. To verify identity, the contractor personnel shall be prepared to provide photo identification upon request by a Judiciary official.
- The contractor personnel are required to immediately notify the JCM, or the Administrative Official of the respective department or office, or the AOC Contracting Officer's Technical Representative (COTR), if their badge is lost or stolen.
- The Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each employee performing services under the Contract. An approved CJIS State criminal background check shall be completed prior to the Contractor personnel providing services on this Contract. The Maryland Judiciary reserves the right to refuse to allow any contractor personnel to work on Judiciary premises, systems, property or contracts, based upon criminal records.
- The contractor personnel must notify the JCM, or the Administrative Official of the respective department or office, or the COTR, within one (1) business day if any personnel have been arrested, indicted, served with a criminal summons, named in a peace or protective order, or named as a defendant in any civil case. The contractor personnel are also required to provide regular updated information regarding the status of any of these actions.
- The JCM, in conjunction with the Deputy Director of Security Administration, may impose restrictive conditions in response to prior criminal convictions, pending criminal charges, or a violation of Judiciary procedures, including removal from the contract, and/or restricted access to Judiciary locations or systems.
- In the event of a security incident or suspected security incident, the contractor personnel shall immediately notify the Judiciary personnel as follows:
 - Judiciary Information Technology Systems security incident- JIS Chief Information Security Officer (CISO).
 - Judiciary building or personal security incident- Deputy Director of Security Administration
 - The contractor personnel shall cooperate fully in all security incident investigations.

Access to Judiciary Information Technology Systems

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

- Select contractor personnel may be approved and given secured remote access privileges by the Assistant Administrator, JIS, into the Judiciary systems to the extent needed for the remote access privileges that are granted. To ensure compliance with the JIS Information Security Policy, the configuration of remote access into AOC systems will be accomplished by JIS staff. The JIS staff will monitor all remote access activities.
- The approved contractor personnel may be given the capability to remotely monitor all hardware and software for error/failure notifications, as appropriate. The Assistant Administrator, JIS, must give prior written approval for the software used, and for the method of the secured technical environment, prior to this capability being activated.
- In the event that any approved contractor personnel no longer require access to the Judiciary systems, the Contractor must promptly notify the Assistant Administrator, JIS and the AOC Contracting Officer's Technical Representative (COTR). The contractor will be responsible for ensuring the list of authorized contractor personnel is maintained and accurate at all times.

2.8 Functional Area III- Manufacturer's Software Maintenance

2.7.1 Manufacturer's Software Maintenance may be purchased in conjunction with or separately from Functional Area I – COTS Software, at any time, or in conjunction with Functional Area II – Installation and Training. Only Master Contractors authorized by the Manufacturer or Distributor of the COTS software may provide Manufacturer's Software Maintenance. Manufacturer's Software Maintenance shall include, but is not limited to:

- Electronic media and consulting services, upgrades and enhancements for technology advancements, improved functionality, and compatibility with new industry standards;
- Direct access to experienced consultants of the software;
- Flexible service options including telephone or e-mail support;
- Timely problem resolution of reported discrepancies;
- Remote technical support; and
- Online self-help functions.

2.9 PORFP Procedures

2.9.1 PORFP Content

All Master Contractors awarded a Master Contract and listed under a specific functional area(s) will be invited to compete for a PORFP. Based upon PORFP's issued by the AOC, a Master Contractor shall be selected to provide the requested Software, Installation, and/or Training Services and/or Maintenance. As an example, each PORFP may contain the following information:

- A) Service Location;
- B) Service Location POC;

- C) AOC POC;
- D) Description of the required software and version number;
- E) Delivery requirements;
- F) Invoicing instructions;
- G) Required date for submission of quotation;
- H) Installation requirements, if applicable;
- I) Training requirements, if applicable;
- J) Type of PORFP (Fixed Price or Time and Materials);
- K) Manufacturer's Software Maintenance requirements, if applicable;
- L) Performance period;
- M) Security requirements, if applicable.

2.9.2 PORFP Submission Requirements

Upon receipt of a PORFP, each Master Contractor shall, no later than the PORFP due date and time, either prepare and submit a detailed proposal, or provide an explanation for why they do not intend to submit a quotation. As an example, the proposal may provide the following:

- A) Explanation of how the Master Contractor intends to meet the requirements of the PORFP;
- B) Description of the proposed COTS software and version number;
- C) Transportation and delivery schedule;
- D) Installation services provided and schedule, if applicable;
- E) Manufacturer's Software Maintenance provided, if applicable;
- F) Training Services provided and schedule, if applicable;
- G) Guarantee that the COTS proposed will be virus free;
- H) Documentation that the Master Contractor is authorized by the Manufacturer or Distributor to provide the COTS software and/or services as of the date of the response to the PORFP. The documentation shall certify that the Master Contractor is an authorized reseller or distributor of the Manufacturer's COTS Software, or is authorized to provide Installation, Training and/or Maintenance Services. The Letter of Authorization shall be on the Manufacturer or Distributor's letterhead or through a Manufacturer's or Distributor's e-mail. Each Letter of Authorization or email must provide the following information:
 - Manufacturer or Distributor POC name and alternate for verification
 - Manufacturer or Distributor POC mailing address
 - Manufacturer or Distributor POC email address
 - Manufacturer or Distributor POC telephone number
 - Manufacturer or Distributor POC fax number
 - If available, a Re-seller Identifier
- I) Subcontractors, if any, including required letters of authorization;
- J) Warranty terms;
- K) Proposed price; and
- L) Captured COTS publisher or other COTS distributor screen shot of current MSRP as of date of PORFP proposal submission. Subject to the approval of the Judiciary, a

comparable substitute directly from the COTS publisher or other COTS distributor may be acceptable.

2.9.3 Procedure for Awarding a PORFP

Evaluation criteria for award will be established at the PORFP level. The PO will be awarded to the Master Contractor whose proposal is determined to be the most advantageous to the Judiciary, considering price and the evaluation factors set forth in the PORFP. The AOC will initiate and deliver a PO to the selected Master Contractor.

2.9.4 Delivery of Software and Services

Delivery of COTS software and any Manufacturer's Maintenance, Installation and/or Training services shall be initiated only upon issuance of a PO authorized by the AOC.

2.10 Order Processing Procedure

2.10.1 The Master Contractor shall provide the order processing procedure necessary to demonstrate how they will perform the requirements in a PORFP. The Master Contractor is expected to establish a project organization/office to provide overall management of the Contract work. The Master Contractor shall manage dedicated personnel, and all subcontractors.

2.10.2 The Master Contractor shall designate a primary POC, who will be responsible for the response to any PORFPs and overall cost, schedule, and technical performance. This individual will be the principal POC throughout the duration of the Master Contract.

2.11 Warranty

Master Contractors shall provide the Manufacturer's Warranty with their response to a PORFP for Functional Area I. Master Contractors shall be responsible for coordinating warranty issues. On-site warranty will begin upon acceptance of the COTS software by the AOC. Acceptance will be defined in the PORFP as either receipt or installation. On-site warranty means the Master Contractor will either remotely access or travel, if necessary, to the facility where the warranty service is required at no additional cost to the AOC during the manufacturer's warranty period.

2.12 Insurance

2.12.1 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be delivered to the AOC Office of Procurement before the actual implementation of the Agreement.

2.12.2 All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate and positive notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Contractor, at least 60 days prior to

any such cancellation or restriction. All insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.

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

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

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

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

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

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

E. Comprehensive Automobile Liability:

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

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

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

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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

Offerors will be required to submit only one Proposal, even if proposing multiple functional areas. Each functional area will be evaluated as a separate and independent proposal. As described below, the Technical Proposal shall contain a section on Offeror experience and capabilities and separate sections for each functional area proposed. Offerors must follow the instructions within this section.

3.2 Proposals

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

3.3 Submission

- 3.3.1 Each 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 Offerors, the volume number (I or II), functional areas proposed and the closing date and time for receipt of the proposals on the outside of the package.**
- 3.3.2 All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

3.4 Volume I – Technical Proposal

- 3.4.1 **Transmittal Letter:** A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offerors to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 3.4.2 **Format of Technical Proposal:** Inside the sealed package described in Section 3.3, above, an unbound original, to be so labeled, three 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 Offerors technical proposals shall be organized and numbered in the same order as this

RFP. This proposal organization shall allow Judiciary officials and the Evaluation Committee to “map” Offerors responses directly to RFP requirements by paragraph number. The technical proposal shall include the following sections in the stated order:

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

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

3.4.5 Offerors Technical Response to RFP Requirements:

3.4.5.1 General

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

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

- Offeror’s organization experience, type of COTS software and/or services provided and the length of time the organization has been providing the COTS software and/or services

3.4.5.3 Explanation of Offeror’s Order Fulfillment Capabilities, including:

- Order receipt
- Order processing and routing
- Order Tracking
- Customer service and inquiry support

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

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

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

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

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

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

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

3.5 Volume II - Financial Proposal

3.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offerors must submit an original unbound copy, three copies and one electronic copy of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal.

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

Complete the Price sheets as provided in Attachment E- Price Proposal Form and Instructions.

3.5.2 Functional Area I – COTS Software and Functional Area III- Manufacturer’s Software Maintenance:

Offeror’s shall certify by signing, as applicable, Attachment E-1 and E-3 that the Offeror shall provide pricing no higher than the MSRP as of the date of the PORFP proposal submission.

For items not having an MSRP, as in the case when a manufacturer is the only distributor of its own product, the manufacturer’s proposed price on its letterhead will be sufficient for MSRP pricing.

3.5.3 Functional Area II –Installation and Training Services

A) Installation Services:

If proposing to provide Installation Services, the Offeror must complete Attachment E-2 Installation and Training Services Labor Rate Schedule. The prices entered on form E-2 are the maximum prices that may be proposed by a Master Contractor for these services. Prices at the PORFP level may be proposed at or below the prices on form E-2, and will be fixed price for the duration of the associated PO. When combined with a software purchase in the PORFP, the price(s) for Installation must be priced separately from the price(s) of the software in the Proposal.

B) Training Services:

If proposing to provide Training services, the Offeror must complete Attachment E-2 Installation and Training Services Labor Rate Schedule. The prices entered on form E-2 are the maximum prices that may be proposed by a Master Contractor for these services. Prices at the PORFP level may be proposed at or below the prices on form E-2, and will be fixed for the duration of the associated PO. When combined with a software purchase in the PORFP, the price(s) for training must be priced separately from the price(s) of the software in the Proposal.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

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

4.2 Technical Criteria

- 4.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:
- Offeror’s order fulfillment capabilities
 - Offeror’s Experience and Capabilities

4.3 Financial Criteria

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

4.4 Selection Process and Procedures

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

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

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ATTACHMENTS

Attachment A	Standard Contract Agreement
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Pre-Proposal Conference Response Form
Attachment E	Price Proposal Form and Instructions
Attachment E-1	Price Proposal Form- Functional Area I
Attachment E-2	Price Proposal Form- Functional Area II
Attachment E-3	Price Proposal Form- Functional Area III
Attachment F	Non-Disclosure Agreement
Attachment G	Maryland Department of General Services Police Contractors Security Clearance Form
Attachment H	MBE Forms A-E & Good Faith Waiver Checklist

ATTACHMENT A – STANDARD CONTRACT AGREEMENT

Contract number: K18-0002-25L

MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS MJUD COTS SOFTWARE

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

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

1. Scope of Contract

- 1.1 The Contractor shall provide **Goods and Services** (hereinafter “Services”), and other deliverables in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

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

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

- 1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between Exhibit B and Exhibit C, Exhibit B shall prevail.
- 1.3 The Procurement Officer may, at any time, by written order make changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section.
- 1.4 Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty days (30) of receipt of a written change order and include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.

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

2. Term of the Contract

Unless the Master Contract is terminated earlier as provided herein, the term of the Contract shall begin **September 8, 2017**, and extend for a base period of five (5) years terminating on September 7, 2022.

3. Consideration and Payment

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

4. Warranties

The Contractor hereby represents and warrants that:

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

5. Patents and Copyrights, if applicable

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

6. Non-hiring of Employees

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

7. Non-employment of Contractor's employees

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

8. Disputes

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

9. Maryland Law

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

10. Amendments

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

11. Non-discrimination in Employment

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

12. Contingent Fee Prohibition

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

bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

13. Non-availability of Funding

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

14. Termination for Cause

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

15. Termination for Convenience

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

16. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the

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

17. Suspension of Work

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

18. Pre-existing Regulations

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

19. Financial Disclosure

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

20. Political Contribution Disclosure.

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

21. Right to Audit

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

22. Cost and Price Certification

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

23. Subcontracting and Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the Procurement Officer's prior written approval, nor may the Contractor assign this Contract,

or any of its rights or obligations hereunder, without the Procurement Officer's prior written approval. Any such subcontract or assignment shall be subject to any terms and conditions that the Procurement Officer deems necessary to protect the interest of the State. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

24. Indemnification

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

25. Public Information Act Notice

The AOC provides public access to records in accordance with the General Provisions Article, § 4-101 et seq., Annotated Code of Maryland and other laws relating to access to public records, including, Maryland Rules of Procedure, Rules 16-901 through 16-912. If a request is made to review any part of a proposal the Contractor may be contacted, as circumstances allow, to express its views on the availability of requested information, however, the final decision on release of any information rests with the Judiciary.

26. Conflict of Interest

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

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

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

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

27. Notices

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

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

Contractor: **Specify**

SIGNATURES:

In Witness Whereof, the parties have signed this Contract this _____ day of _____, 2017

Contractor:

_____ (SEAL) Date: _____
Signature
Authorized Representative

Maryland Judiciary:

By: _____ Date: _____
Gisela K. Blades, Director
Procurement, Contract & Grant Administration

Approved for form and legal sufficiency this _____ day of _____, 2017

Stephane J. Latour
Managing Legal Counsel/Assistant Administrator
Internal Affairs Division

Approved:

_____ Date: _____
Pamela Harris, State Court Administrator
Maryland Judiciary

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

I. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

J. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____
(Authorized Representative and Affiant)

ATTACHMENT C – CONTRACT AFFIDAVIT



CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT: _____

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

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

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

Name: _____

Department ID Number: _____

Address: _____

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

Name: _____

Department ID Number: _____
Address: _____

C. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

By: _____
(printed name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)

ATTACHMENT D – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Project No. K18-0002-25L

Project Title: MJUD COTS Software

**Pre-Proposal Conference: May 3, 2017 at 2:00 PM
Judicial Education and Conference Center
2011 Commerce Park Drive
Training Rooms UL 4 & 5
Annapolis, MD 21401**

Please e-mail this form to the Procurement Officer:

Whitney.williams@mdcourts.gov

By April 26, 2017 at 2:00PM advising whether or not you plan to attend this Conference.

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.

_____ No, we will not be in attendance.

Company/Firm/Company Name

Telephone

Contact Name

ATTACHMENT E – PRICE PROPOSAL FORM & INSTRUCTIONS

MJUD COTS SOFTWARE PRICE PROPOSAL FOR RFP # K18-0002-25L

Instructions

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Instructions and Price Forms have been prepared. Offerors shall submit their price proposal on the forms in accordance with the instructions on the forms and as specified herein. Do not alter the forms or the price proposal may be rejected. The Price Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

OFFERORS SHALL DETERMINE WHICH FUNCTIONAL AREAS TO PROPOSE EXCEPT, IF PROPOSING FUNCTIONAL AREA II, AN OFFEROR MUST ALSO PROPOSE FUNCTIONAL AREA I AND/OR FUNCTIONAL AREA III. FUNCTIONAL AREA II CANNOT BE PROPOSED ALONE.

FORM E-1 FUNCTIONAL AREA I COTS SOFTWARE MSRP COMMITMENT

The Offeror must acknowledge the use of the MSRP as a ceiling price for the Master Contract and commit to charging no more than MSRP published on-line at the time of the PORFP proposal submission.

FORM E-2 FUNCTIONAL AREA II INSTALLATION AND TRAINING SERVICES

Offerors are required to record the fully-loaded hourly prices they are proposing for each listed item. Record the hourly labor rate for all 5 years of the Master Contract for all labor categories.

FORM E-3 FUNCTIONAL AREA III MANUFACTURER'S SOFTWARE MAINTENANCE MSRP COMMITMENT

The Offeror must acknowledge the use of the MSRP as a ceiling price for the Master Contract and commit to charging no more than MSRP published on-line at the time of the PORFP proposal submission.

ATTACHMENT E-1 – Functional Area I

COTS Software MSRP Commitment

I acknowledge by signing this attachment, the requirement of providing pricing no higher than the MSRP as of the date of PORFP proposal submission.

OFFERORS SHALL STATE BELOW THE MANUFACTURER OF THE COTS SOFTWARE PROPOSED (Attach additional sheets, if necessary):

Submitted By:

Authorized Signature

Date

Printed Name and Title

Company Name

Company Address

FEIN Number

Telephone Number

ATTACHMENT E-2 – Functional Area II

Installation and Training Services Labor Rate Schedule

NOTE: COMPLETING E-2 REQUIRES OFFERORS TO ALSO COMPLETE E-1 FOR THE CORRESPONDING SOFTWARE AND/OR E-3 FOR MAINTENANCE

#	Labor Category	Contract Year 1 Fully Loaded Hourly Rate	Contract Year 2 Fully Loaded Hourly Rate	Contract Year 3 Fully Loaded Hourly Rate	Contract Year 4 Fully Loaded Hourly Rate	Contract Year 5 Fully Loaded Hourly Rate
1.	Training Specialist/Instructor	\$	\$	\$	\$	\$
2.	Network Administrator	\$	\$	\$	\$	\$
3.	Subject Matter Expert	\$	\$	\$	\$	\$

*Contract Year 1 will begin on the date the AOC executes the contract and shall continue for twelve months. See RFP Section 1.4 for Master Contract Duration.

Submitted By

Authorized Signature

Date

Printed Name and Title

Company Name

Company Address

FEIN Number

ATTACHMENT E-3 – Functional Area III

Manufacturer’s Software Maintenance MSRP Commitment

I acknowledge by signing this attachment, the requirement of providing pricing no higher than the MSRP for the specified manufacturer’s software maintenance as of the date of PORFP proposal submission.

OFFERORS SHALL STATE BELOW THE MANUFACTURER LINE(S) FOR WHICH MAINTENANCE IS BEING PROPOSED (Attach additional sheets, if necessary):

Submitted By:

Authorized Signature Date

Printed Name and Title

Company Name

Company Address

FEIN Number

Telephone Number

ATTACHMENT F – NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 2017, by and between Administrative Office of the Courts (“AOC”) and _____ (Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the Contractor and AOC have entered into Contract No. **K18-0002-25L**_____ (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 an employment relationship between AOC and any of Contractor's or subcontractors' personnel.

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

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

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

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

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

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

10. The parties further agree that 1) Contractor's rights and obligations under this Agreement may not be assigned or delegated, by operation of law or otherwise, without AOC's prior written consent; 2) the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall be construed to provide the broadest possible protection against the disclosure of Judiciary information; 3) signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and 4) the Recitals are not merely prefatory but are an integral part hereof.

Contractor:

Administrative Office of the Courts

By: _____ Date: _____

Received by: _____

Name: _____

Date: _____

[Exhibit 1 dated: _____]

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

Lawrence J. Hogan, Jr.
Governor

Boyd K. Rutherford
Lt. Governor



C. Gail Bassette
Secretary

Michael S. Wilson
Chief of Police

MARYLAND DEPARTMENT OF GENERAL SERVICES

MARYLAND CAPITOL POLICE

CONTRACTORS SECURITY CLEARANCE

Application / Employee Information

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

Company Information

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

Background Check

THE ABOVE CONTRACTOR HAS PASSED A MARYLAND JUDICIARY BACKGROUND CHECK.

AUTHORIZED COORDINATOR: _____
(First) (Last)

For Office Use Only NEW RENEWAL LOST

SIGNATURE: _____

ID Card # Front _____ ID Card # Back _____ Payment _____

SCPC SIGNATURE _____ DATE _____

**ATTACHMENT H – MBE FORMS A-E & GOOD FAITH EFFORTS/
WAIVER CHECKLIST**

Please note- Attachment H- MBE Forms A-E & Good Faith Efforts/Waiver Checklist are posted as a separate PDF File.