



**ADMINISTRATIVE OFFICE OF THE COURTS
2003 C COMMERCE PARK DRIVE
ANNAPOLIS, MARYLAND 21401**

REQUEST FOR PROPOSALS NO.

K13-0050-25E

FOR

MJUD TEMPORARY STAFFING SERVICES

ISSUED:

January 11, 2013

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

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

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

Procurement and Contract Administration

<http://www.mdcourts.gov>

**THE JUDICIARY
NOTICE TO OFFERORS/CONTRACTORS**

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

**Title: MJUD TEMPORARY STAFFING SERVICES
Project No: K13-0050-25E**

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

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

Other: _____

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

REMARKS:

Offeror Name: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

THE JUDICIARY

Request For Proposals No. K13-0050-25E

RFP Issue Date: January 11, 2013

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

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

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

Pre-Proposal Conference: None

Closing Date and Time: January 31, 2013 at 2 p.m.

Table of Contents

SECTION 1 - GENERAL INFORMATION.....	6
1.1 SUMMARY STATEMENT.....	6
1.2 ABBREVIATIONS AND DEFINITIONS.....	6
1.3 MASTER CONTRACT TYPE	7
1.4 MASTER CONTRACT DURATION.....	7
1.5 PROCUREMENT OFFICER	7
1.6 CONTRACT MANAGER	8
1.7 PRE-PROPOSAL CONFERENCE	8
1.8 QUESTIONS	8
1.9 PROPOSALS DUE (CLOSING) DATE.....	8
1.10 DURATION OF OFFER	9
1.11 REVISIONS TO THE RFP.....	9
1.12 CANCELLATIONS; DISCUSSIONS.....	9
1.13 INCURRED EXPENSES	9
1.14 ECONOMY OF PREPARATION	9
1.15 PROTESTS/DISPUTES	9
1.16 MULTIPLE OR ALTERNATIVE PROPOSALS	9
1.17 PUBLIC INFORMATION ACT NOTICE.....	9
1.18 OFFEROR RESPONSIBILITIES.....	10
1.19 MANDATORY CONTRACTUAL TERMS	10
1.20 PROPOSAL AFFIDAVIT.....	10
1.21 CONTRACT AFFIDAVIT.....	10
1.22 MINORITY BUSINESS ENTERPRISES.....	10
1.23 ARREARAGES.....	10
1.24 PROCUREMENT METHOD	11
1.25 VERIFICATION OF REGISTRATION AND TAX PAYMENT	11
1.26 PAYMENTS BY ELECTRONIC FUNDS TRANSFER.....	11
SECTION 2 – SCOPE OF WORK	12
2.1 SCOPE	12
2.2 GENERAL CONTRACTOR REQUIREMENTS.....	12
2.3 PROPOSED STAFF QUALIFICATIONS	13
2.4 FUNCTIONAL AREA I – CLERICAL POSITIONS – LABOR CATEGORIES AND QUALIFICATIONS	13
2.5 FUNCTIONAL AREA II – PARALEGAL POSITIONS – LABOR CATEGORIES AND	
QUALIFICATIONS.....	15
2.7 RFR PROCEDURES	15
2.8 PERFORMANCE AND SUBSTITUTION OF PERSONNEL.....	16
2.9 INSURANCE REQUIREMENTS	17
2.10 INVOICING.....	18
SECTION 3 – PROPOSAL FORMAT.....	20
3.1 TWO PART SUBMISSION	20
3.2 PROPOSALS	20
3.3 SUBMISSION.....	20
3.4 VOLUME I – TECHNICAL PROPOSAL.....	20
3.5 VOLUME II - FINANCIAL PROPOSAL	22

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE..... 23

4.1 EVALUATION CRITERIA 23

4.2 TECHNICAL CRITERIA 23

4.3 FINANCIAL CRITERIA 23

4.4 SELECTION PROCEDURES 23

ATTACHMENT A – MJUD TEMPORARY STAFFING SERVICES CONTRACT 25

ATTACHMENT B - BID/PROPOSAL AFFIDAVIT..... 33

ATTACHMENT C - CONTRACT AFFIDAVIT 38

ATTACHMENT D – PRICE PROPOSAL FORM AND INSTRUCTIONS 40

ATTACHMENT D-1 – FUNCTIONAL AREA I..... 41

ATTACHMENT D-2 – FUNCTIONAL AREA II 42

ATTACHMENT E –CONFIDENTIALITY AGREEMENT 43

ATTACHMENT F –BACKGROUND CHECK RELEASE FORM..... 46

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Administrative Office of the Courts (AOC) is issuing this Request for Proposals to procure temporary staffing services for the Maryland Judiciary (MJUD). Through the Master Contracts awarded as a result of this solicitation, the AOC will have a flexible means of obtaining these services, quickly, efficiently and cost effectively by issuing Requests for Resumes (RFRs) specific to its needs. .

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

Functional Area I--Clerical Positions

Functional Area II—Paralegal Positions

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 Area II, or both functional areas as specified in section two.

Each request for actual temporary staffing services throughout the term of the Master Contract will be issued and summarized by the AOC in an RFR. All Offerors awarded a Master Contract and listed under the Functional Area for which the RFR has been issued will be invited to compete for an RFR and one Master Contractor will be selected to provide the requested temporary staffing services. 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 RFR response, including the price. Neither an RFR nor a PO, may, in any way, conflict with or supersede the Master Contract.

1.2 Abbreviations and Definitions

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

- a. AOC – The Maryland Administrative Office of the Courts.
- b. AOC Point of Contact (AOC POC) – AOC contact listed in a PORFP.
- c. Contract Manager (CM) – The AOC representative who serves as the manager for the resulting Master Contract.
- d. Fixed-price RFR – An RFR which places responsibility on the Master Contractor for the complete performance of the services in accordance with the PORFP at a price that must be firm.
- e. Fixed Hourly Labor Category Rates – Fully loaded hourly rates established in the Master Contract that include all direct and indirect costs and profit for the Master Contractor to perform the temporary staffing services required in an RFR.
- f. Fully Loaded – The inclusion in labor category billing rates of all profit, direct and indirect costs associated with performing the temporary staffing services required in an RFR. The indirect costs shall include all costs that would normally be considered general and administrative costs and/or routine travel costs, or which in any way are allocated by the Master Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to services required in an RFR. Non-routine travel costs will be identified in an RFR, when appropriate.

- g. Local Time – Time in the Eastern Time zone as observed by the Maryland Judiciary.
- h. Master Contract – The Contract between each of the Offerors determined technically capable of performing the requirements of this RFP and the AOC.
- i. Master Contractor – An Offeror who is awarded a Master Contract under this RFP.
- j. MBE – Minority Business Enterprise.
- k. Offeror – An entity that submits a proposal in response to this RFP.
- l. Purchase Order (PO) – Authorizes the selected Master Contractor to proceed with delivery of products and/or any services requested via an RFR.
- m. POC – Point of Contact.
- n. Procurement Officer – The AOC representative, as identified in Section 1.6, responsible for this RFP, for the determination of the Master Contract scope issues, and the only Judiciary representative who can authorize changes to the Master Contract.
- o. Request for Proposals (RFP) – Request for Proposals # K13-0050-25E for MJUD Temporary Staffing Services dated January 11, 2013, including any and all amendments.
- p. Request for Resumes (RFR) – A request by the AOC for the price and any other factors associated with providing the required temporary staffing services.
- q. Service Location – Judiciary location requesting service listed in an RFR.
- r. Service Location Point of Contact (POC) – POC at the Judiciary location requesting service.
- s. Judiciary – The Maryland Judiciary.

1.3 Master Contract Type

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

1.4 Master Contract Duration

The term of this Contract shall be for a period of five (5) years, beginning on the date that the AOC executes the Master Contract.

1.5 Procurement Officer

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

Anna Pfeifer
 Administrative Office of the Courts
 Procurement and Contract Administration
 2003 C Commerce Park Drive
 Annapolis, Maryland 21401

Phone Number: 410-260-1416
Fax Number: 410-260-2520
E-mail: Anna.Pfeifer@mdcourts.gov

AOC may change the Procurement Officer at any time by written notice to the Master Contractor.

1.6 Contract Manager

The CM monitors the daily activities of the Contract and provides technical guidance to the Contractor.
The CM will be:

Anna Pfeifer
Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401
Phone Number: 410-260-1416
Fax Number: 410-260-2520
E-mail: Anna.Pfeifer@mdcourts.gov

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

1.7 Pre-Proposal Conference

A pre-proposal conference will not be held.

1.8 Questions

Questions will accepted from potential Offerors and should be submitted in a timely manner prior to the proposal due date to the Procurement Officer via email. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be posted on eMaryland Marketplace and the Maryland Judiciary website (www.mdcourts.gov).

1.9 Proposals Due (Closing) Date

An unbound original and two bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than 2:00 PM (local time) on January 31, 2013 in order to be considered. An electronic version (CD) of the Technical Proposal must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal must be enclosed with the original financial proposal. Insure that the CDs are 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 and time 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 180 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.11 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted on the Maryland Judiciary website (www.mdcourts.gov) and through eMarylandMarketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

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

1.12 Cancellations; Discussions

AOC 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. AOC also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.13 Incurred Expenses

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

1.14 Economy of Preparation

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

1.15 Protests/Disputes

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

1.16 Multiple or Alternative Proposals

Neither multiple nor alternate proposals will be accepted. Submitting proposals for more than one functional area is not considered a multiple or alternate proposal.

1.17 Public Information Act Notice

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why

such materials, upon request, should not be disclosed by the Judiciary under the Public Information Act, Title 10, Subtitle 6, Part III of the Judiciary Government Article of the Annotated Code of Maryland or Rules 16-1001 through 16-1011, the Court Access Rules.

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

1.18 Offeror Responsibilities

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

1.19 Mandatory Contractual Terms

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

1.20 Proposal Affidavit

A proposal submitted by an Offeror, shall be accompanied by a completed Bid/Proposal Affidavit, Attachment B of this RFP.

1.21 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit shall be provided within five (5) business days from notification of proposed Contract award.

1.22 Minority Business Enterprises

An MBE subcontractor participation goal has not been established for this RFP.

1.23 Arrearages

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

1.24 Procurement Method

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

1.25 Verification of Registration and Tax Payment

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. Any potential Offeror should complete registration prior to the due date for receipt of proposals. Failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Master Contract award.

1.26 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. Any selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and shall 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>

SECTION 2 – SCOPE OF WORK

2.1 Scope

The Maryland Judiciary is seeking to contract with multiple qualified Temporary Staffing Agencies to fulfill temporary staffing needs for daily workflow. Positions will generally be clerical in nature however clerical support with legal or paralegal qualifications may be needed occasionally. The scope of this solicitation encompasses two functional areas as follows:

- 1) Functional Area I – Clerical Positions
- 2) Functional Area II – Paralegal Positions

2.2 General Contractor Requirements

2.2.1 The Master Contractor shall keep itself informed of and comply with all Federal, State and local laws, regulations, ordinances, policies, standards and guidelines affecting labor, employment and wage laws and any other laws 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.

2.2.2 Members of the temporary staff, hired by the Master Contractor shall follow stated Judiciary work policies. Members of the temporary staff shall abide by security and appropriate use policies as well as Harassment in the Workplace and Drug Free Workplace policies. Copies of the aforementioned Maryland Judiciary policies can be found on the Maryland Judiciary website at the following link: <http://www.mdcourts.gov/hr/policies.html>

2.2.2 The Master Contractor shall be required to:

- A) Receive RFRs and propose staff, if available, for AOC consideration to fulfill the Judiciary's temporary staffing needs,
- B) Track the work hours of each temporary staff person provided to the Judiciary by the Master Contractor under the Master Contract,
- C) Ensure that the temporary staff provided to the Judiciary by the Master Contractor are in fact proficient in the skills required of that labor category and remain proficient in the skills required for the duration of the RFR period,
- D) Provide weekly reports as requested by the Judiciary regarding temporary staff provided to the Judiciary by the Master Contractor, such as weekly reports on the number of temporaries employed by the Judiciary and the hours each temporary has worked,
- E) Guarantee that the temporary staff provided to the Judiciary by the Master Contract are capable of providing the service required by the Judiciary and that the staff person will report to work on time.

2.2.3 The Maryland Judiciary shall conduct a background check on the qualified temporary staff proposed by the Master Contractor to provide temporary services to the Maryland Judiciary. The criminal background check will include, at a minimum, an investigation for, and review of, any (i) state and federal felony convictions; (ii) misdemeanor convictions involving moral turpitude; (iii) any crimes in violation of the Violent Crime Act of 1974; and (iv) any pending deferred adjudications with respect to (i) or (ii), (collectively "Convictions") for the seven years prior to the effective date of the temporary assignment for which the staff is proposed.

The Master Contractors shall not propose to the AOC any staff that has a felony criminal record.

- 2.2.4 The Maryland Judiciary will submit to the Maryland Department of General Services (DGS) a request that a DGS background check be conducted on temporary staff that are proposed by the Master Contractor to provide temporary services to the Maryland Judiciary and that are likely to be offered the temporary position(s). This background check is required in order for the temporary staff to obtain a Department of General Services badge to gain to Maryland Judiciary buildings/work locations. Once the DGS background check is completed satisfactorily, and the Maryland Judiciary has extended an offer to the Master Contractor for the particular staff that has completed the background checks satisfactorily, the temporary staff must travel to the Department of General Services to obtain an identification badge. The cost of the badge is \$15.00 and shall be paid by the temporary staff/Master Contractor. This \$15.00 will not be reimbursed by the Maryland Judiciary.

2.3 Proposed Staff Qualifications

- 2.3.1 Master Contractors shall only propose staff available at the time of the RFR. In response to each RFR, Master Contractors shall provide staff that satisfy the qualifications specified within Sections, 2.4, 2.5 and 2.6 for each of the labor categories required under the specific RFR.
- 2.3.2 Specific areas of required expertise may be further defined in the RFR. Master Contractors shall certify that all staff meet the required qualifications.
- 2.3.3 The RFR shall define specific requirements for the services required. The RFR shall clearly identify all applicable experiences related to the labor category for which temporary staffing services are sought.
- 2.3.4 Substitution of Education for Experience. Substitution of education for experience may be permitted at the discretion of the Judiciary.
- 2.3.5 Substitution of Experience for Education. Substitution of experience for education may be permitted at the discretion of the Judiciary.
- 2.3.6 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.

2.4 Functional Area I – Clerical Positions – Labor Categories and Qualifications

2.4.1 General Description of Administrative Assistant

These four clerical positions range from entry-level to advanced level positions. Staff in these positions perform routine to complex functions such as receptionist duties to include answering the phones and taking messages, scheduling and preparing for meetings, sorting and filing mail, typing general correspondence, data entry of records, reviewing and filing various documents and maintaining and ordering office supplies. These positions range from close to general supervision.

2.4.1.1 Administrative Assistant I

Minimum Qualifications: High school diploma or GED, one year of experience providing secretarial, clerical or administrative work involving the use of a computer and word processing software.

Note: Completion of a secretarial or related program may be substituted for one year of the required experience.

2.4.1.2 Administrative Assistant II

Minimum Qualifications: High school diploma or GED, two years of experience providing secretarial, clerical or administrative work involving the use of a computer and word processing software.

Note: Completion of a secretarial or related program may be substituted for one year of the required experience.

2.4.1.3 Administrative Assistant III

Minimum Qualifications: High school diploma or GED, three years of experience providing secretarial, clerical or administrative work involving the use of a computer and word processing software.

Note: Completion of a secretarial or related program may be substituted for one year of the required experience.

2.4.1.4 Administrative Assistant IV

Minimum Qualifications: High school diploma or GED, four years of experience providing secretarial, clerical or administrative work involving the use of a computer and word processing software.

Note: Completion of a secretarial or related program may be substituted for one year of the required experience.

2.4.2 General Description of Executive Aides

Staff in these classifications receive moderate (Executive Aide I) to minimal (Executive Aide II) supervision. The positions provide paraprofessional secretarial assistance ranging from an Administrator, Senior Executive Staff or an Administrative Judge in a large court, an administrative office or major department to a State Court Administrator, Chief Clerk or Chief Judge. The positions perform highly technical and complex administrative duties and responsibilities. They may supervise lower-level clerical employees. These positions generate non-routine and/or complex correspondence using a computer.

2.4.2.1 Executive Aide I

Minimum Qualifications: High school diploma or GED. Five years performing administrative or secretarial work in an Administrator, Executive or Senior Management work environment. Previous work experience in a court, legal environment or business office preparing legal documents is preferred.

2.4.2.2 Executive Aide II

Minimum Qualifications: High school diploma or GED. Six years performing administrative or secretarial work in an Administrator, Executive or Senior Management work environment. Previous experience in a court, legal environment or business office preparing legal documents is preferred.

2.4.3 General Description of Judicial-Legal Secretary

Provides secretarial/administrative/basic paralegal services in support of the Judge. Drafts, types and/or proofreads correspondence, legal and other documents, answers phones, screens callers and write messages or refers to appropriate parties. Manages Judge's office and maintains Judge's schedule and makes travel arrangements. Prepares letters requiring a good knowledge of legal procedures and specialized terminology

and provides information on case status and scheduling to participants. Performs basic computer-based legal research.

2.4.3.1 Judicial-Legal Secretary

Minimum Qualifications: High school diploma or GED. Minimum of five years of responsible administrative or secretarial work involving the use of a personal computer, word processing and spreadsheet software. Associates degree in paralegal studies or office administration is strongly preferred.

Note: May substitute an Associate degree from an accredited college or university for two years of the required experience.

2.5 Functional Area II – Paralegal Positions – Labor Categories and Qualifications

2.5.1 General Description of Paralegal

Reviews applications for leave to appeal records received from circuit courts. Prepares new case files and opens new cases by entering data in the case management system. Reviews direct appeal records. Updates case management system as documents are filed within specified cases. Maintains calendar for issuance of court documents. Drafts orders and other legal correspondence. Collects fees associated with case filing and copying.

2.5.1.1 Paralegal

Minimum Qualifications: High school diploma or GED. A minimum of two years paralegal or similar experience in a court environment, agency or litigation oriented law firm.

Preferred: Associates degree in Paralegal Studies or Paralegal Certificate.

2.7 RFR Procedures

2.7.1 RFR Content

The AOC POC will submit an RFR to all Master Contractors awarded a Master Contract under the particular Functional Area for which temporary staff is requested. As an example, each RFR may contain the following information:

- A) Service Location;
- B) Service Location POC;
- C) AOC POC;
- D) Labor Category;
- E) Specific education requirements;
- F) Specific experience requirements;
- G) Invoicing instructions;
- H) Performance period;
- I) Security requirements, if applicable.

2.7.2 RFR Submission Requirements

Upon receipt of the Judiciary's RFR, interested Master Contractors shall respond within the timeframe specified in the RFR with ONE RESUME ONLY to the Maryland Judiciary's Point of Contact with the following:

2.7.2.1 A cover sheet, that includes but is not limited to the following information:

- Staff's name,
- Hourly rate,
- Start date availability,
- Duration of availability,
- Previous work history with the Maryland Judiciary if applicable,
- Background Check Release Forms completed by proposed staff (see RFP Attachment F)
- Verification of skill levels, and
- Verification of driving requirements, if applicable.

2.7.2.2 Staff's resume,

2.7.2.3 Completed Confidentiality Agreement (See RFP Attachment E), and

2.7.2.4 Staff's skills assessment results.

2.7.3 Procedure for Awarding an RFR

Evaluation criteria for award will be established at the RFR level. The award will be made 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 RFR. The AOC will initiate and deliver a PO to the selected Master Contractor.

2.7.4 Delivery of Temporary Staffing Services

The start date of the temporary staff shall be initiated only upon issuance of a PO authorized by the AOC.

2.8 Performance and Substitution of Personnel

2.8.1 The Maryland Judiciary reserves the right to evaluate the temporary staff provided by the Master Contractors under an RFR on a bi-monthly basis for each assignment performed during that period. Performance issues identified by the AOC are subject to the mitigation process described in 2.8.2.

2.8.2 In the event the Maryland Judiciary is not satisfied with the performance of the temporary staff, the mitigation process is as follows:

The Maryland Judiciary will notify the Master Contractor in writing describing the problem and delineating remediation requirements. The Master Contractor will have three business days to respond to the Maryland Judiciary with a written remediation plan. The plan will be implemented immediately upon acceptance by the Maryland Judiciary. Should performance issues persist, the Maryland Judiciary may give written notice or request immediate removal of the temporary staff.

The temporary staff can be removed due to non-performance or potential conflicts at the Maryland Judiciary's discretion at any time during the duration of the contract.

2.8.3 Substitution of Staff

A) Individuals proposed and accepted as staff for RFRs are expected to remain dedicated throughout the term of the RFR 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 staff must be proposed at the same hourly labor rate and have qualifications at least equal to that of the person initially proposed and evaluated and accepted in the RFR. The burden of illustrating this comparison shall be the Master Contractor's. The resumes of the initially proposed staff shall become the minimum requirement for qualifications for successor staff for the duration of the total RFR term. Substitution of experience for education may be permitted at the discretion of the Judiciary. If one or more of the staff are unavailable for work under an RFR for a continuous period exceeding 15 calendar days, the Master Contractor shall immediately notify the AOC and propose to replace staff with staff 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 an RFR, no substitutions of staff 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 staff 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.

2.9 Insurance Requirements

- 2.9.1 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. A copy of the Offeror's current certificates of insurance (property, casualty and liability) should be submitted with Offeror's proposal in accordance with Section 3.4.3 of the RFP.
- 2.9.2 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.
- 2.9.3 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.

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

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

2.10 Invoicing

2.10.1 All invoices shall be submitted by the Master Contractor monthly within the 30 days after the Judiciary's receipt and acceptance of monthly temporary services and shall include, at the minimum, the following information:

A) Billing name and address of Service Location as identified in the PO;

A) Master Contractor name;

- B) Names of each temporary staff person listed separately including the labor category of each staff person
- C) Supporting signed document of hours worked (i.e. time sheets)
- D) E-mail address/phone number of Master Contractor's POC;
- E) Remittance address;
- F) Federal taxpayer identification or (if owned by an individual) Master Contractor's social security number;
- G) Invoice period, invoice date, invoice number and amount due, and;
- H) PO number(s) being billed.

Invoices submitted without the required information will not be processed for payment until the Master Contractor provides the required information.

- 2.10.2 The Master Contractor shall submit the invoices for any PO to the billing address as identified in the PO. The Judiciary is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Master Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit proposals in two separate volumes:

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

3.2 Proposals

Volume I-Technical Proposal shall be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer. An unbound original, so identified and two copies of each volume are to be submitted. An electronic version (CD) of both the Volume I- Technical Proposal and the Volume II- Financial Proposal shall also be submitted with the unbound originals technical or financial volumes respectively. The electronic versions shall bear a label on the outside containing the RFP number and name, the name of the Offeror, and the Volume number (I or II).

3.3 Submission

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 shall bear the RFP title and number, name and address of the Offeror, the Volume number (I or II), functional areas proposed and closing date and time for receipt of the proposals on the outside of the package. Offerors shall submit only one Technical Proposal and one Financial Proposal, even if proposing to all three functional areas. Offerors shall include a separate section for each functional area proposed describing what part of that functional area (as described in Section 2) the Offeror has the ability to provide and how the Offeror qualifies to provide what is proposed. All pages of both proposal Volumes shall 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 shall accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror’s Responsibilities in Section 1.18.

3.4.2 Format of Technical Proposal

Inside a sealed package described in Section 3.3, above, an unbound original, to be so labeled, two copies and the electronic version shall be provided. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror’s Technical Proposal shall be organized and numbered in the same order as this RFP. This proposal organization will allow Judiciary officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by paragraph number.

The Technical Proposal shall include the following section in this order:

3.4.2.1 Title and Table of Contents

The Technical Proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal.

3.4.2.2 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary". The Summary shall provide a broad overview of the contents of the entire proposal. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. If there are no exceptions taken, the Offeror is to state that they have no exceptions 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. In addition, the Offeror shall clearly identify each functional area for which they are proposing. Offerors certified as a Maryland Minority Business Enterprise are asked to provide those certification numbers.

3.4.2.3 Offeror's Hiring Process, including:

- Advertisement
- Receipt of applications
- Application screening, including a description of the assessment tools and testing used in order to qualify staffs
- Interviewing
- Quality control
- Turnaround time

3.4.2.4 Offeror's Role and Available Resources, including:

- Customer service and inquiry support
- Invoicing
- Substitution of Staff
- Quality control

3.4.2.5 Offeror's Experience and Capabilities

This section shall include the following:

- A) Offeror's organization experience, types of services provided and the length of time the organization has been providing the services.

3.4.3 Other Required Submissions

- A) Completed Bid/Proposal Affidavit (Attachment B)
- B) A copy of the Offeror's current certificate of insurance required by Section 2.9 (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

3.5 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Sections 3.2 and 3.3, the Offeror shall submit an original unbound copy, two copies and an electronic version of the Financial Proposal as follows:

Complete the Price sheets as provided in Attachment D – Price Proposal Form and Instructions.

Attachment D-1 – Functional Area I (Clerical Positions)

Attachment D-2 – Functional Area II (Paralegal Positions)

The Offeror must complete the labor rate schedules for each Functional Area for which submitting a proposal. The prices entered on attachments D-1 and D-2 are the maximum prices that may be proposed by a Master Contractor for these services. Prices at the RFR level may be proposed at or below the prices on attachments D-1 and D-2 and will be fixed price for the duration of the associated PO.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

Master Contracts will be awarded to all qualified Offerors in accordance with the Competitive Sealed Proposals procurement process.

4.2 Technical Criteria

The evaluation criteria to be applied to each Technical Proposal are listed in descending order of importance:

- Offeror’s role and available resources (RFP Section 3.4.2.4)
- Offeror’s experience and capabilities (RFP Section 3.4.2.5)
- Offeror’s hiring process (RFP Section 3.4.2.3)

4.3 Financial Criteria

Financial Proposals will be considered separately. Prices set by Master Contracts are the maximum prices the AOC will pay for temporary staffing services.

4.4 Selection Procedures

4.4.1 General Selection Process:

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

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

4.4.2 Selection Process Sequence

4.4.2.1 The first level of review shall be an evaluation for technical merit by the selection committee. During this review discussions may be held with all Offerors who are deemed reasonably susceptible of award. The purpose of such discussions shall be to assure a full understanding of the Judiciary’s requirements and the Offeror’s ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the Judiciary.

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

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

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

4.4.3 Award Determination

Upon completion of all discussions and negotiations, the Procurement Officer will recommend award of a Master Contract to all technically qualified Offeror(s).

ATTACHMENT A – MJUD Temporary Staffing Services Contract

Contract number: K13-0050-25E
Standard Terms and Conditions

MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS
MJUD Temporary Staffing Services Contract

This Contract is made this ____ day of _____ 2013, by and between the Administrative Office of the Courts (the “AOC”) in the State of Maryland and **corporate name plus address** (the “Contractor”) with Federal Taxpayer Identification Number **XX-XXXXXXX**.

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

1. Scope of Contract

- 1.1 The Contractor shall provide temporary staffing services (hereinafter “Services”) for the Judiciary as described in the Contract, PO and RFR in the following functional areas (**enter the numbers of the applicable functional areas**) in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

Exhibit B: Request for Proposal # K13-0050-25E dated December 9, 2012 and all amendments and exhibits thereto (collectively referred to as the “RFP”)

Exhibit C: Contractor’s Proposal dated **date of response** and subsequent BAFO dated ____ **2013** (collectively referred to as “the Proposal”)

- 1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between Exhibits B and C, Exhibit B shall prevail.
- 1.3 The Procurement Officer may, at any time, by written order make changes in the work within the general scope of the Contract, the RFR or PO. 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

The term of this Contract shall be for a period of five (5) years, beginning on the date that the AOC executes the Master Contract, unless terminated earlier as provided in this Master Contract.

3. Consideration and Payment

- 3.1 In consideration of the satisfactory performance of the services set forth in this Contract and any RFR, the AOC shall pay the Contractor in accordance to the rates proposed by the Contractor at the time of RFR that are not to exceed the ceiling rates established by the Contractor in Exhibit C. Any work performed by the Contractor in excess of the ceiling amount of any PO without the prior written approval of the Contract Manager is at the Contractor's risk of non-payment. Payments under POs issued on a fixed price basis shall be limited to the price specified in the RFR, regardless of the actual cost to the Contractor.
- 3.2 All invoices shall be submitted monthly within 30 calendar days after the completion and acceptance by the AOC of the previous month's temporary services under the Contract and include the following information: name and address of the Judiciary; vendor name; remittance address; federal taxpayer identification or (if owned by an individual) his/her social security number; invoice period; invoice date; invoice number; amount due; retainage (if applicable), and the deliverable ID number for the deliverable being invoiced. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the requested information.
- 3.3 Payments to the Contractor for the temporary staffing services shall be made no later than thirty days after the acceptance of monthly staffing services and receipt of a proper invoice from the Contractor. Charges for late payment of invoices are prohibited.
- 3.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with this Contract. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. Final payment shall not be construed as a waiver or termination of any rights and remedies available to AOC for any failure of Contractor to perform the Contract in a satisfactory and timely manner.

4. Warranties

The Contractor hereby represents and warrants that:

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

4.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

5. Non-hiring of Employees

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

6. Non-employment of Contractor's employees

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

7. Disputes

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

8. Maryland Law

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

9. Amendments

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

10. Non-discrimination in Employment

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

11. Contingent Fee Prohibition

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

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

12. Non-availability of Funding

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

13. Termination for Cause

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

14. Termination for Convenience

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

15. Delays and Extensions of Time

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

16. Suspension of Work

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

17. Pre-existing Regulations

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

18. Financial Disclosure

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

19. Political Contribution Disclosure.

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

20. Right to Audit

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

21. Cost and Price Certification

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

22. Liability for Loss of Data

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

23. Subcontracting and Assignment

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

24. Indemnification

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

25. Public Information Act Notice

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

26. Conflict of Interest

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

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

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

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

Contractor: specify

SIGNATURES:

In Witness Whereof, the parties have signed this Contract this _____ day of _____, 2013

Contractor:

_____ (SEAL) Date: _____

Signature
Authorized Representative

Maryland Judiciary

By: _____ Date: _____

Susan S. Howells, Executive Director
Procurements and Contract Administration

Approved for form and legal sufficiency this ____ day of _____, 2013

David R. Durfee Jr.
Executive Director, Legal Affairs

Reviewed:

_____ Date: _____

Frank Broccolina
State Court Administrator

Approved:

_____ (SEAL) Date: _____

Robert M. Bell, Chief Judge
Court of Appeals of Maryland

ATTACHMENT B - Bid/Proposal Affidavit

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

C. 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):

D. 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, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §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 subsections (1)—(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 §§B and C and subsections D(1)—(8) 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):

E. 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).

F. 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):

G. 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.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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.

J. 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.

K. 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: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)



CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID

Number: _____

Address: _____

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

Name and 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 staff for elective office in any primary or general election.

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

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

(signature of Authorized Representative and Affiant)

ATTACHMENT D – Price Proposal Form and Instructions

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.

The Offeror must acknowledge the use of the proposed fixed-price hourly rates as a ceiling for the master contract and commit to charging no more than ceiling at the time of the RFR submission.

ATTACHMENT D-1 – Functional Area I

Clerical Services Labor Rate Schedule

#	Labor Category	Contract Year1 Fully Loaded Hourly Rate	Contract Year2 Fully Loaded Hourly Rate	Contract Year3 Fully Loaded Hourly Rate	Contract Year4 Fully Loaded Hourly Rate	Contract Year5 Fully Loaded Hourly Rate
1.	Administrative Assistant I					
2.	Administrative Assistant II					
3.	Administrative Assistant III					
4.	Administrative Assistant IV					
5.	Executive Aide I					
6.	Executive Aide II					
7.	Judicial-Legal Secretary					

*Contract Year 1 will begin on the date the AOC executes the contract and shall continue for twelve months. See RFP Section 1.5 for Master Contract Duration.

The Offeror must complete the labor rate schedules for each Functional Area for which submitting a proposal. The prices entered on attachments D-1 and D-2 are the maximum prices that may be proposed by a Master Contractor for these services. Prices at the RFR level may be proposed at or below the prices on attachments D-1 and D-2 and will be fixed price for the duration of the associated PO.

Submitted By

Authorized Signature Date

Printed Name And Title

Company Name

Company Address

FEIN Number

Telephone Number

ATTACHMENT D-2 – Functional Area II

Paralegal Services Labor Rate Schedule

#	Labor Category	Contract Year1 Fully Loaded Hourly Rate	Contract Year2 Fully Loaded Hourly Rate	Contract Year3 Fully Loaded Hourly Rate	Contract Year4 Fully Loaded Hourly Rate	Contract Year5 Fully Loaded Hourly Rate
1.	Paralegal					

*Contract Year 1 will begin on the date the AOC executes the contract and shall continue for twelve months. See RFP Section 1.5 for Master Contract Duration.

The Offeror must complete the labor rate schedules for each Functional Area for which submitting a proposal. The prices entered on attachments D-1 and D-2 are the maximum prices that may be proposed by a Master Contractor for these services. Prices at the RFR level may be proposed at or below the prices on attachments D-1 and D-2 and will be fixed price for the duration of the associated PO.

Submitted By

Authorized Signature

Date

Printed Name And Title

Company Name

Company Address

FEIN Number

Telephone Number

ATTACHMENT E –Confidentiality Agreement

For reference only. To be completed at the time of RFR by the Master Contractor and proposed staff. (See RFP Section 2.7.2.3)

**CONFIDENTIALITY AGREEMENT FOR EMPLOYEES, AGENTS AND
CONTRACTORS OF THE
MARYLAND JUDICIARY**

The Maryland Judiciary has possession of and access to a myriad of confidential information that, by law, Rule or policy is not accessible without authorization. As an employee, agent, or contractor of the Maryland Judiciary you may, in the performance of your job or contractual responsibility, have access to confidential information, or information that is legally privileged, including but not necessarily limited to, case data, personnel data, financial data, trade secrets, proprietary information, procurement data, and administrative records. Confidential information includes information that the Judiciary is prohibited by law from disclosing and information that the management of the Judiciary intends to keep secret and not disseminate. In case there is a doubt in your mind whether information is confidential, you need to consult with management before disseminating the information. It is essential that you understand and acknowledge the critical importance of ensuring that you do not disclose or misuse the confidential information to which you have access and that the information is handled with discretion and held confidential. As such, and in consideration of your relationship with the Maryland Judiciary, you will read and sign the following agreement.

As an employee, agent or contractor of the Maryland Judiciary, I hereby agree and acknowledge:

1. That I shall not during, or at any time following my employment or contractual relationship, use, permit to be used, or divulge to individuals who are not authorized to receive any confidential information obtained through the aforementioned employment or contractual relationship.
2. That I shall not intentionally access, attempt to access, reproduce, or disclose any confidential information unless it is necessary for the performance of my employment or contractual responsibilities.
3. That if I mishandle or release confidential information, I will immediately inform my Manager, Administrative Official, or Project Manager.
4. That upon the termination of my employment or contractual relationship, I shall return to the Maryland Judiciary all confidential documents to which I had access during my employment or contractual relationship, including but not limited to, reports, manuals, computer programs and all other materials relating in any way to the Judiciary's business. I further agree that I shall not allow any third party to examine or make copies of the same.
5. That upon termination of my employment or contractual relationship, I shall return any electronic device belonging to the Maryland Judiciary that stores information and that I shall not attempt to access that device or the information

stored within it. In addition, I shall sign a written statement certifying that I have destroyed all confidential information that I may have stored on my personal devices during the period of my employment or contractual relationship.

6. That violation of any provision of this agreement may result in: (i) disciplinary action against me, up to and including termination of employment; (ii) termination of any contract between the Maryland Judiciary and myself; (iii) termination of any contract between my employer and the Maryland Judiciary; (iv) injunctive relief; (v) damages; and (vi) criminal liability.

I understand and agree to this confidentiality agreement and sign below to acknowledge my understanding of and agreement with its terms and conditions.

Employee/Agent/Contractor's Printed Name

Date

Employee/Agent/Contractor's Signature

Manager/Project Manager's Signature

Date

ATTACHMENT F –Background Check Release Form

Attached as separate document, for reference only. To be completed at the time of RFR by proposed staff. (See RFP Section 2.7.2.1)