



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

**REQUEST FOR PROPOSALS**

**FOR**

**ITSM SOFTWARE AS A SERVICE  
Project K15-0044-29**

**ISSUED: May 1, 2015**

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

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

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

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

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

**Title: ITSM Software as a Service**

**Project No: K15-0044-29**

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

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

Other: \_\_\_\_\_

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

REMARKS:

\_\_\_\_\_

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

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

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

**KEY INFORMATION SUMMARY SHEET**

**THE JUDICIARY**

**Request for Proposals**

**ITSM Software as a Service**

**PROJECT #K15-0044-29**

**RFP Issue Date:** May 1, 2015

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

**Proposals must be sent to:** Gisela Blades  
Administrative Office of the Courts  
Department of Procurement, Contract & Grant Administration  
2003 C Commerce Park Drive  
Annapolis, MD 21401

**Pre-Proposal Conference:** Friday May 8, 2015, 1:30 PM  
2003 C Commerce Park Drive  
Procurement Conference Room  
Annapolis, MD 21401

**Closing Date and Time:** Friday, June 5, 2015, 2:00PM

# TABLE OF CONTENTS

SECTION 1 - GENERAL INFORMATION .....	6
1.1 SUMMARY STATEMENT .....	6
1.2 ABBREVIATIONS AND DEFINITIONS.....	6
1.3 CONTRACT TYPE.....	7
1.4 CONTRACT DURATION .....	7
1.5 PROCUREMENT OFFICER .....	7
1.6 CONTRACT MANAGERS .....	8
1.7 PRE-PROPOSAL CONFERENCE .....	8
1.8 QUESTIONS .....	8
1.9 PROPOSAL DUE (CLOSING) DATE .....	8
1.10 DURATION OF OFFER .....	9
1.11 REVISIONS TO THE RFP .....	9
1.12 CANCELLATIONS.....	9
1.13 ORAL PRESENTATIONS/DISCUSSIONS/DEMONSTRATIONS.....	9
1.14 INCURRED EXPENSES .....	10
1.15 ECONOMY OF PREPARATION .....	10
1.16 PROTESTS/DISPUTES .....	10
1.17 MULTIPLE OR ALTERNATE PROPOSALS.....	10
1.18 ACCESS TO PUBLIC INFORMATION ACT NOTICE .....	10
1.19 OFFEROR RESPONSIBILITIES .....	10
1.20 MANDATORY CONTRACTUAL TERMS .....	10
1.21 PROPOSAL AFFIDAVIT.....	11
1.22 CONTRACT AFFIDAVIT.....	11
1.23 MINORITY BUSINESS ENTERPRISES.....	11
1.24 ARREARAGES.....	11
1.25 PROCUREMENT METHOD .....	11
1.26 VERIFICATION OF REGISTRATION AND TAX PAYMENT .....	12
1.27 PAYMENTS BY ELECTRONIC FUNDS TRANSFER .....	12
1.28 NON-DISCLOSURE AGREEMENT.....	12
SECTION 2 – STATEMENT OF WORK .....	13
2.1 ORGANIZATION BACKGROUND AND PURPOSE.....	13
2.5 STATEMENT OF WORK, GENERAL REQUIREMENTS.....	15
2.6 CONTRACTOR RESOURCES, PERSONNEL .....	22
2.7 PERFORMANCE EVALUATION, MITIGATION AND SUBSTITUTION .....	25
<b>2.7.1 PERFORMANCE EVALUATION .....</b>	<b>25</b>
<b>2.7.3 SUBSTITUTION OF PERSONNEL .....</b>	<b>26</b>
2.11 INSURANCE.....	2
2.12 CONTRACTOR SECURITY REQUIREMENTS.....	4
SECTION 3 – PROPOSAL FORMAT .....	6
3.1 TWO PART SUBMISSION .....	6
3.2 PROPOSALS .....	6
3.3 SUBMISSION.....	6
3.4 VOLUME I – TECHNICAL PROPOSAL.....	6
3.5 VOLUME II - FINANCIAL PROPOSAL .....	8
SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE.....	9
4.1 EVALUATION CRITERIA .....	9
4.2 TECHNICAL CRITERIA .....	9
4.3 FINANCIAL CRITERIA .....	9
4.4 SELECTION PROCESS AND PROCEDURES .....	9
<b>ATTACHMENTS .....</b>	<b>11</b>
ATTACHMENT A – STANDARD CONTRACT AGREEMENT .....	12
ATTACHMENT B – BID PROPOSAL AFFIDAVIT (AUTHORIZED REPRESENTATIVE AND AFFIANT) .....	22
ATTACHMENT C – CONTRACT AFFIDAVIT .....	26
ATTACHMENT D – PRE-PROPOSAL CONFERENCE RESPONSE FORM.....	28
ATTACHMENT E – PRICE PROPOSAL FORM .....	29
ATTACHMENT F – NON-DISCLOSURE AGREEMENT .....	30

ATTACHMENT G – MARYLAND DEPARTMENT OF GENERAL SERVICES AUTHORIZATION OF RELEASE OF INFORMATION FORM.....33  
ATTACHMENT H – MARYLAND DEPARTMENT OF GENERAL SERVICES POLICE CONTRACTORS SECURITY CLEARANCE FORM.....33

## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

The Maryland Judiciary Administrative Office of the Courts (AOC), on behalf of the Judicial Information Systems (JIS) is issuing this Request for Proposals (RFP) to procure an Information Technology Service Management (ITSM) software service utilizing a Software as a Service (SaaS) delivery approach for AOC/JIS to support all IT technical operations and Asset Management operations under JIS's and AOC's control and responsibility.

Located in Annapolis, MD, JIS, the IT arm for the Judiciary, is comprised of six major units: Application Development, Technology Enhancements & Networks, Local Area Network & Desktop Administration, Site Evaluation & Preparation, Operational Support, and the Project Management Office (PMO).

### 1.2 Abbreviations and Definitions

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

- a. Contract – The Contract attached to this RFP as Attachment A
- b. Contractor– The selected Offeror
- c. Local Time – Time in the Eastern Time Zone
- d. MBE – Minority Business Enterprise currently so certified by the Maryland State Department of Transportation.
- e. Offeror – An entity that submits a proposal in response to this RFP
- f. Procurement Officer – The Judiciary representative responsible for this RFP, for the determination of contract scope issues, and the only Judiciary representative who can authorize changes to the contract
- g. RFP – Request for Proposals for K15-0044-29 dated May 1, 2015, including any and all amendments.
- h. Contract Manager– The Judiciary representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
- i. Judiciary business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days closed by order of the Chief Judge).

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

1. **CSP** – Cloud Service Provider
2. **Customer** – For the purposes of this RFP, Customer has a specialized meaning related to the type of system being procured with this RFP. A Customer is defined as a person who is a recipient of support services from JIS and AOC and who may access the System for self-service purposes only. The System provided shall not require a subscription for a Customer to access the System for self-service purposes.
3. **DPAF** - Deliverable Product Acceptance Form
4. **ITSM** – Information Technology Service Management
5. **JIS** – Judicial Information Systems

6. **Key Personnel:** Key Personnel are defined as Contractor personnel who fulfil a critical role on the Contract. Key Personnel for this Contract are defined in Section 3.3.7.1.
7. **Subscription:** A Subscription is a purchased authorization for a User to access the Production Environment. A separate Subscription shall not be required to access any non-production environment.
8. **System:** The term System means the SaaS ITMS software System provided by the Contractor for use by AOC.
9. **System Environment** – The Offeror will be required to provide multiple instances of their SaaS ITSM software. Each of these instances is called a System Environment. This includes a development environment for non-production testing of SaaS features, functions and workflows.
10. **TOS** – The Terms of Service for System use provided by the Cloud Service Provider
11. **User:** A User is defined as one person who is registered to use the production System as a provider of IT Support Services or manager of AOC assets. Each User requires a subscription to access the Production Environment. Users and Subscriptions are synchronized on a monthly or quarterly basis (tbd).

### **1.3 Contract Type**

The Contract that results from this RFP shall be based on Fixed Price and Time and Material.

### **1.4 Contract Duration**

The Contract resulting from this RFP shall begin July 1, 2015, and extend for a base period of two years. The Judiciary shall have the sole right to exercise up to three one-year renewal options at its discretion.

### **1.5 Procurement Officer**

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

Gisela Blades  
2003C Commerce Park Drive  
Annapolis, MD 21401  
410.260.1594  
gisela.blades@mdcourts.gov

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

## 1.6 Contract Managers

Susan Bowen

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

## 1.7 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on May 8, 2015, beginning at 1:30 PM, at 2003 C Commerce Park Drive, Annapolis, MD 21401, Procurement Conference Room. Attendance at the Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

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

In order to assure adequate seating and other accommodations at the Conference, please email the Conference Response Form to the attention of the Procurement Officer such notice no later than May 5, 2015 at 2:00 pm. The Conference Response Form is included as Attachment D to this RFP.

## 1.8 Questions

- 1.8.1 The Procurement Officer, prior to the Pre-proposal Conference, shall accept written questions from prospective Offerors. If possible and appropriate, such questions shall be answered at the Pre-proposal Conference. Please submit all questions to the Procurement Officer by e-mail. Questions, both oral and written, shall also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions shall be answered at the Pre-proposal Conference.
- 1.8.2 Questions shall also be accepted subsequent to the Pre-proposal Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research, communicate an answer. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be posted on the Judiciary's Procurement web site and eMarylandMarketplace.

## 1.9 Proposal Due (Closing) Date

One hard copy of each proposal (technical and financial) must be received by the Procurement Officer **no later than 2:00 pm (local time) on June 8, 2015** in order to be considered. An electronic version (CD) of the Technical Proposal must be enclosed with the technical proposal. An electronic version (CD) of the Financial Proposal must be enclosed with the original Financial Proposal. All CDs must be labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

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

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



## 1.10 Duration of Offer

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

## 1.11 Revisions to the RFP

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

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

## 1.12 Cancellations

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

## 1.13 Oral Presentations/Discussions/Demonstrations

Offerors will be asked to participate in oral presentations during which the Offeror will have the opportunity to describe its proposal and its System offering. The oral presentation should introduce the proposed System capabilities. We expect to schedule those no later than two weeks after proposal receipt. The Procurement Officer will notify selected Offerors of the time and location. The oral presentation will also include:

1. **Scenario 1 Demonstration:** Successful completion of Attachment Y Scenario 1 which provides a means to verify the Minimum System Requirements stated in Attachment W. Failure to successfully complete Scenario 1 will result in termination of the System demonstration and the proposal will be deemed not reasonably susceptible for award and therefore withdrawn from further evaluation.
2. **Complete System Demonstration:** A system demonstration consisting of:
  - a) A demonstration of the System by the offeror demonstrating features described in Attachment Y.
  - b) Demonstrations of the System's ability to adapt to JIS's needs by showing how the System would accomplish the remaining scenarios found in Attachment Y.

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

#### **1.14 Incurred Expenses**

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

#### **1.15 Economy of Preparation**

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

#### **1.16 Protests/Disputes**

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

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

Neither multiple nor alternate proposals will be accepted.

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

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

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

#### **1.19 Offeror Responsibilities**

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

#### **1.20 Mandatory Contractual Terms**

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

### **1.21 Proposal Affidavit**

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

### **1.22 Contract Affidavit**

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

### **1.23 Minority Business Enterprises**

**An MBE Subcontractor participation goal of 30% has been established for this solicitation. Each offeror/bidder shall complete, sign and submit MJUD MBE Form A “Certified MBE Utilization and Fair Solicitation Affidavit” and MJUD MBE Form B “MBE Participation Schedule” at the time it submits its technical proposal or bid response.**

#### **Waiver**

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

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

#### After Notice of Apparent Awardee:

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

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

### **1.24 Arrearages**

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

### **1.25 Procurement Method**

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

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

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

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

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

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

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

## SECTION 2 – STATEMENT OF WORK

### 2.1 Organization Background and Purpose

JIS provides statewide technology services to AOC in the areas of desktop management, application management, data networking (data, video, voice, and wireless communications), application hosting and support (financial management, personnel, procurement, and web applications), IT staffing and support, and support for the mdcourts.gov web portal.

JIS is responsible for setting the AOC's strategic direction for IT in supporting the Judiciary and establishing a long range target technology architecture, encouraging cross agency collaboration for the mutual benefit of all, and advocating best practices for operations and project management.

#### .2.1.1 Existing System Background

JIS supports agency IT operations and statewide applications through an existing IT Service Desk in Annapolis. This Service Desk handles over 45,000 calls per year from more than 12,000 customers associated with some 230 organizations in Maryland (Circuit and District Courts, law enforcements, legal counsel, other government offices and state agencies, etc.).

The Service Desk receives incidents, problems, and service requests surrounding management of:

- Commodity hardware (desktops, laptops, monitors, printers, etc.)
- Productivity applications (e.g. Microsoft Office)
- AOC-wide applications [e.g. Odyssey (MDEC), PeopleSoft Financial (GEARS), UCS, e-Filing, SharePoint, etc.], and
- Wide-area network services and data circuits.

The Service Desk and IT support staff currently use Magic v9.8 to manage incidents, problems, and service requests using processes that are in process of being re-evaluated, designed and documented to be aligned with the ITIL framework. The existing system is used to initiate, route, track, and manage more than 55,000 incidents, problems, changes, and provisioning/work requests per year, including the management of some service level agreements.

Magic also supports AOC's Asset Management operations that supports IT and non-IT related assets. The current database houses 99,943 records, of which approximately 20% are IT assets and 80% are non-IT assets. Deliveries, bar coding, SMS, RMAs, replacement cost, transfers and disposal of assets are recorded in the Magic system.

Currently, the legacy Magic system has approximately 50 concurrent licensed Users organized into 28 high level functional groups, while security access and customized workflows are based on group membership. As operations expand, the number of Users and groups will also expand.

The objective of this RFP is to select one Offeror of SaaS ITSM software to improve the efficiency and effectiveness of Service Management operations within AOC and JIS. Additionally, JIS is seeking professional expertise and experience to assist AOC with planning, configuration, and data migration to the selected ITSM.

1. AOC and JIS wish to transition from its legacy systems to a consolidated solution that covers key areas including:
  - a) Incident Management
  - b) IT Asset Management (ITAM)
  - c) Fixed Assets (FAM)
  - d) Reporting
  - e) Service Level Management

2. Over the next 3 years, AOC and JIS wishes to expand, via a phased approach, the use of the selected ITSM system to align its business processes with ITIL V3 and include, but not limited to, the above and the following areas:
  - a) Knowledge Base
  - b) Service Catalog
  - c) Problem Management
  - d) Self Service
  - e) Change Management
  - f) Configuration Management
  - g) Discovery and Network Management
  - h) Release Management
  - i) Financial Management
  - j) Resource Management
  - k) Portfolio Management
3. AOC and JIS are also requesting optional support for Implementation and Support Services including:
  - a) Implementation Planning and execution
  - b) System Configuration including work flow development
  - c) SaaS ITSM System Training
  - d) Data Migration
  - e) Other implementation services related to the selected SaaS ITSM solution.

AOC and JIS do not wish to procure a software application still under development. The SaaS software purchased by AOC and JIS shall be operational and generally available by the due date of the proposal.

## **2.2 Offeror Minimum Qualifications**

Offerors shall meet all of the following minimum qualifications in order to be considered reasonably susceptible for award. Failure to meet any one of the minimum qualifications shall result in the Offeror's proposal being disqualified. The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

- 2.1.1 Offeror shall provide evidence that it is either the provider of or an authorized reseller of the proposed SaaS ITSM solution.
- 2.1.2 Offeror shall demonstrate three (3) examples where the company has provided two (2) years of continuous experience providing SaaS ITSM licensing and professional transition support services. The examples must:
  - a) Be separate, non-related deployments (i.e. different User communities)
  - b) Each have at least 5000 Customers and 500 Users

### 2.3 Offeror Personnel Minimum Qualifications

For the personnel proposed under this RFP, proposed resources must meet all minimum qualifications for the applicable labor category in Section 3.5. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

The proposed Subject Matter Expert (SME) must meet the following minimum requirements:

1. Meet the requirements for the SME Labor Category in Section 2.6.
2. Have at least two (2) years of direct configuration, implementation and migration experience with the ITSM System being proposed.

### 2.4 Minimum System Requirements

The proposed System must meet the following minimum requirements:

- 2.4.1 The System must be currently installed and providing SaaS ITSM support in at least five (5) separate entities, with at least two (2) installations that support at least 500 Users and 5000 Customers.
- 2.4.2 Minimum System Requirements are listed in Attachment W. This Attachment provides a column for the Offeror to fill out that indicates whether the System can meet the requirement. A completed PDF copy of this attachment is a required portion of the Technical Proposal. In addition, the Offeror must successfully demonstrate that the system meets the Minimum System Requirements during the oral presentation as described in Scenario 1 of Attachment Y. All Minimum System Requirements listed in Attachment W must be within the capabilities of the System being offered in order for the Offeror to be deemed reasonably susceptible for award. See Section 1.2 and Attachment Z for definitions of terms used within Attachment W

### 2.5 Statement of Work, General Requirements

#### 2.5.1 Required Project Policies, Guidelines and Methodologies

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

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

2.5.2 Any IT services personnel provided under this RFP shall maintain any required professional certifications for the duration of the resulting Contract at their own expense.

### 2.5.3 Other System Features

Other System Features, are provided in Attachment X. These capabilities will be evaluated in the evaluation process as one factor in determining the System that best meets AOC's needs. Offerors shall provide both a completed PDF copy and an Excel file of this attachment with their Technical Proposal.

### 2.5.4 System Environments

2.5.4.1. Contractor shall provide at least two (2) separate System Environments for use by AOC;

1. **System Production and Staging Environment:** This environment shall support an initial minimum of 75 Users and up to 5,000 Customers. The numbers of Users and Customers are expected to grow on this environment over time.
2. **System Development, Test Environment and Stage/Pre-Production Environment:** This environment shall initially support 75 concurrent Users for use as a development, test, troubleshooting and final stage testing before moving changes into production. In order for this environment to model the production environment, all User and customer profiles will need to be provisioned to this environment, however actual concurrent usage will be much less than production.

#### 2.5.4.2. System Environment Capabilities

Contractor shall provide the following capabilities to migrate data, account information, and manage system configurations between System Environments:

1. The ability to create, name, store and apply different System configurations to enable rapid and repeatable application of specific system configurations to one or more environments
2. The ability to migrate configuration settings from one System Environment to another
3. The ability to migrate user accounts, customer profiles, groups, table, knowledgebase and security settings from one System environment to another
4. The ability to migrate data from one System Environment to another
5. The ability to import and export data from a System Environment to and from other external systems.
6. The ability to report active user accounts.

### 2.5.5 Subscription Service

The Subscription Service described below is intended to afford AOC the ability to add User Accounts as required to provide ITSM services:

1. AOC's legacy system currently has approximately 50 Users. AOC will commit to a minimum monthly user count of 75 concurrent users.
2. It is anticipated that User levels will exceed 200 Users during the Period of Performance. AOC will add User Accounts as necessary throughout the



Contract Year.

3. New subscriptions shall be invoiced on a pro-rated basis through the end of the Contract Year based on active User Accounts in the Production Environment. This maintains all licenses to terminate at the end of the then-current contract year.
4. An active User Account is defined as a user account with activity in the past 60 days.
5. Active User Accounts shall be determined as of the last day of the Contractor's monthly billing cycle and documented in a Monthly Active User Report providing the account names and total count of all active users. Additional subscriptions will be added if the number of Active Users is more than for the prior month.
6. The Contractor shall allow AOC to reduce subscription counts at the beginning of the next Contract Year as part of an annual Subscription synchronization. Subscription count will not go below 75 users for any contract year.
7. Contractor shall provide with its invoice a copy of the report showing the number of active users and the date the report was run.

#### 2.5.6 System Operational Support Services

Contractor shall be responsible for ensuring that System Operational Support Services are provided by the Contractor and Cloud Service Provider in accordance with the TOS negotiated between the Cloud Service Provider and AOC. The costs for System Operational Support Services shall be included in the Subscription Price.

System Operational Support Services consist of:

1. A Service Support Manual that outlines support services processes that the Cloud Service Provider and AOC shall follow to achieve service support for the System. This document will outline all contact, escalation and remediation processes used to support the System.
2. Cloud Service Provider's service desk shall be available by telephone web site and e-mail on a 24 hour basis, 365 days per year commencing at the time that the first System Environment is accessible by AOC.
3. Responding to all System service interruptions in accordance with the Service Level Agreement (SLA) provided in Section 3.3.10.
4. Responding to all requests from designated AOC personnel for assistance with respect to the System.
5. Performing all support services required to maintain System uptime in accordance with the SLA requirements found in Section 3.3.10.
6. Providing services to ensure that data is secured, protected and managed in accordance with the provisions of Attachment A.
7. Performing all service functions and software upgrades necessary to ensure that the System is operating in compliance with all functional and non-functional requirements as described in Section 2.3. and 3.3.3, Attachment W and Attachment X,

#### 2.5.7 ITSM System specific Professional Services

Professional Services from the Contractor are required to assist AOC in transitioning from

the current legacy Magic system to the new System. The period of performance for this task will be limited to nine (9) months. If additional services are required, AOC will utilize the Work Order process (see Section 2.9) to acquire those services. If professional services are required for follow-on contract years, they shall be provided by a separate Work Order.

#### 2.5.7.1 SME – selected ITSM System

Contractor shall provide a SME to oversee configuration, implementation, training, and the transition of operation to the ITSM System. The SME is considered to be key personnel for the Contract. The SME shall be responsible for the following activities:

1. Serve as a subject matter expert on the configuration and best practice usage of the ITSM System
2. Assist AOC in configuring the System to meet AOC's needs.
3. Plan the implementation and transition process to include the initial entry or migration of data, as well as the transition of Users and Customers to the System
4. Provide available and non-customized work flows to supplement and fill gaps in AOC's business process
5. Work with designated AOC personnel (employees and contractors) to prepare workflows based on AOC business needs and match the business process to system capabilities.
6. Provide training to staff in the creation and editing of workflows
7. Coordinate the implementation of any Work Orders that AOC chooses to execute
8. Submit a bi-weekly Status Report to the Contract Manager and/or hold a bi-weekly status meeting to discuss the status of the System and all Work Orders that are in progress.
9. Perform other duties related to supporting the System as assigned.

2.5.7.2. The SME shall perform work in AOC offices in Annapolis.

2.5.7.3 It is preferable that: the SME holds a current ITIL certification at the Foundation Level and possesses at least one Intermediate level ITIL certification.

#### 2.5.7.4 Integrated Project Schedule

Within ten (10) days after NTP, the Contractor will provide an Integrated Project Schedule using Microsoft Project, or a similar tool mutually agreed upon between AOC and the Contractor, providing a schedule for the tasks needed to transition AOC from its legacy Magic system to the new System. This schedule will include all tasks (both AOC and Contractor) that must be completed to migrate to the new System. The approved schedule shall be used as a project baseline to track progress on the migration project through to completion of migration.

#### 2.5.7.5. Status Reports

Status Reports shall be bi-weekly or as required by the Contract Manager and shall contain the following information:

1. System summary including the following information:
  - a. Current number of Active Users
  - b. Uptime percentage for reporting period and overall
  - c. Listing of all active Work Orders with status and estimated completion dates
2. Status all tasks to have been completed in the reporting period.
3. Status any milestones from previous reporting periods that have not been achieved.
4. Tasks that due to be completed in the next reporting period.
5. Review the issue and risk log (status on all current issues).
  - a. Add new items discovered during the reporting period.
  - b. Updated resolutions and actions taken during the reporting period
6. Integrated schedule updated and embedded in status report

Status meetings shall be held following delivery of the Status Report to discuss the contents of the report and any other open issues.

#### 2.5.8 Additional ITSM System specific Support Services

Any Support Services in addition to those defined in Section 3.3.7 shall be provided based on Work Orders. AOC may issue Work Orders with a projected begin and end date on either a Fixed Price or Time & Materials (T&M) basis as needed throughout the contract period of performance. Services which may be acquired in this manner include, but are not limited to:

1. Additional services to assist AOC in configuring the System to meet evolving organizational support needs and transition from Magic to the ITSM system.
2. Additional Services to assist AOC in migrating existing data from other sources to the new System (for example, external service desks of other vendors providing support to AOC).
3. Training services to conduct training for System Administrators and other Users of the System and provide additional training materials.
4. Services to assist AOC in documenting the technical configuration of the System concurrent with the business processes they support and related training materials.
5. Services to assist AOC in extending its use of the System in additional ways to increase the utility of the System

#### 2.5.9 End of Contract Transition Services

2.5.9.1 At AOC's discretion, the Contractor shall provide a draft and final Contract Completion Transition Plan 90 days prior to completion of the Contract outlining the steps necessary to transition activities to AOC or its designee. The Transition Plan shall include at a minimum:

- 1) Deliverables in a format acceptable to the Contract Manager:
  - a) All configuration controlled documents
  - b) Database schemas to enable migration of all AOC-owned data to a new ITSM System
  - c) Open System Service Desk tickets related to the System, their status, steps to complete and chronological history
- 2) Description and status of all open Work Orders.

- 3) Tasks to be performed by Contractor to support the transition
- 4) Outgoing Contractor point of contact and contact information for use by the incoming Contractor
- 5) Identified risks and vulnerabilities
- 6) Assumptions

2.5.9.2. Contractor will provide transition support as outlined in the Transition Plan to:

- 1) Provide all AOC documents and data
- 2) Close Open System Service Desk tickets
- 3) Complete and/or close out all open Work Orders
- 4) Perform any additional tasks outlined in the Transition Plan.

### 2.5.10 Service Level Agreement

The Service Levels provided below are applicable to all service support provided by the Contractor in support of the System. Service levels are defined as follows:

1. Urgent: Any incident, issue or problem which results in an inability to use the System as designed by 10 or more Users, and for which there is no acceptable workaround solution
2. High: Any incident that prevents one or more Users from accessing or using the System or 5 or more Users who are prevented from using one or more functions of the System
3. Normal: Routine issues and problems which do not directly impact any User's ability to access and use the System.

#### 2.5.10.1. Response and Remediation SLA

Service Levels	Response	Problem resolution or escalation	Response Availability
Urgent	15 minutes by phone 24X7 to the AOC Primary and/or Secondary contacts.	1 hour	7 days/week, 24 hrs. a day
High	1 hour by phone/e-mail 24/7 to the AOC Primary and/or Secondary contacts.	4 hours	7 days/week, 24 hrs. a day
Normal	1 hour by phone/e-mail Primary and/or Secondary contacts during working hours.	1 work day	5 days/week, Mon-Fri, 8AM-5PM

#### 2.5.10.2. Availability SLA

The Cloud Software Provider shall provide availability of 99.9% for each month of this contract and any extensions thereto excluding pre-scheduled maintenance. The CSP shall document and provide its maintenance policies and pre-scheduled maintenance windows as part of the Service Support Manual (see Section 3.3.6). The CSP shall document and adhere to its published SLAs to include:

- Monthly Service Availability (Measured as total ITSM availability hours / Total hours within the month) displayed as a percentage of availability up to one-tenth of a percent (e.g. 99.9%)
- Within 24 hours of an Urgent outage occurrence resulting in greater than 1-hour of unscheduled downtime: The CSP shall provide a root cause analysis and describe actions taken to remediate the problem.
- Routine maintenance windows shall be scheduled at least one week in advance, and require notification to the AOC primary or secondary point of contact.
- Pre-scheduled routine maintenance shall not be performed during the period from 7:00 AM to 7:00 PM during weekdays excluding State holidays, State Furlough Days and State Reduction Days.
- New Releases of the System shall be scheduled at least two weeks in advance, require notification to the AOC primary or secondary point of contact and require that the CSP provide, via pre-release notes, documented impact and test results that describe the changes that are being made to the System.

The CSP's Service Level Agreements (SLAs) shall not be changed except as approved by the Contract Manager.

#### 2.5.11 Service Credits in the Event of Deficiencies in Meeting SLAs

A **Service Credit** is an amount equal to the daily pro-rata monthly recurring subscription service fee. One Service Credit equals one (1) calendar day of subscription service for all subscriptions.

It is critical to the success of this Contract that services be maintained in a timely manner and that the Contractor operates in an extremely reliable manner. It would be impracticable and extremely difficult to fix the actual damage sustained by AOC in the event of certain delays or failures in administration and provision of services under this Contract. In the event that SLAs discussed in Section 3.3.10 are not achieved and that the failure is attributable to the Contractor or third parties working on behalf of the Contractor, Service Credits will be issued to AOC by the Contractor.

##### 2.5.11.2 Remedies

- **System Availability.** AOC shall receive a Service Credit if it experiences performance issues in which System Availability (measured in a calendar month) is less than 99.9% and the source of the performance issue is within the sole control of the Contractor as determined by the description of the outage, the root cause analysis provided by the Contractor and the judgment of the Contract Manager.
- **Continuous Downtime in Excess of 120 Minutes.** AOC shall receive a Service Credit if it experiences performance issues in which System Availability is unavailable for a continuous period that exceeds 120 minutes and the source of the performance issue is within the sole control of the Contractor

### 2.5.11.3. Service Credits must be initiated by AOC

In order to receive any of the Service Credits described, AOC must notify the Contractor in writing within ninety (90) days from the occurrence of any event for which Service Credit(s) are the remedy.

### 2.5.11.4. Maximum Service Credits

In the event that AOC experiences downtime, in other than a catastrophic event, it shall be eligible to receive from the Contractor a Service Credit. The aggregate maximum number of Service Credits to be issued by the Contractor in a single calendar month shall not exceed fifteen (15) Service Credits.

## 2.5.12 Data

2.5.12.1. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of this Contract shall become the property of AOC. AOC is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations as required by Attachment A, Section 41.

2.5.12.2. Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the Contract. See Attachment A,

## 2.6 Contractor Resources, Personnel

The Contractor shall be responsible for providing on a continual basis staff as awarded for all assigned tasks as described in Section 2, the personnel required in this RFP within the timeframe required as specified. Assigned staff must wear DGS-issued identification cards with picture. Contractor shall cover expense of DGS-issued identification cards (currently \$15.00). Contractor shall ensure that identification cards are properly worn and displayed. Proposed staff must pass background investigation. AOC reserves the right to conduct independent background investigations of all contract staff prior to performance of services under this agreement. AOC reserves the right to terminate any staff that does not pass the AOC background investigation. AOC reserves the right to cancel this Contract if Contractor fails to perform sufficient investigation and screening of staff.

### Labor Categories and Qualifications

The ITSM specific SME and Support Service Labor Categories are identified and described below. Each Labor Category includes Titles, Duties, required Education and required Experience (General and Specialized).

#### 1. **Analyst, Computer Systems (Junior)**

**Duties:** Develops requirements for information systems from a project's inception to conclusion. Develops required specifications for simple to moderately complex systems. Assists senior computer systems analyst in preparing input and test data for the proposed System.

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

**General Experience:** Must have three (3) years of computer experience in assignments of

a technical nature working under close supervision and direction.

**Specialized Experience:** At least one (1) year of experience in analyzing and programming applications on large-scale or mid-tier computers (or LAN-based) with a minimum of one (1) year of design and programming of moderately complex IT systems.

**Minimum Experience with ITSM Product selected:** Two (2) years

## 2. **Analyst, Systems (Senior)**

**Duties:** Serves as a computer systems expert on assignments that typically involve establishing automated systems, where concern is with overall life cycle structure; and conducts feasibility studies from design, implementation and post-implementation evaluation from a number of possible approaches. Design criteria must be established to accommodate changes in legislation, mission, or functional program requirements.

**Education:** Bachelor's Degree from an accredited college or university in Computer Science, Systems Analysis, Information Systems or a related field or eight (8) years of equivalent experience in a related field..

**General Experience:** A minimum of eight (8) years of experience in information technology systems analysis.

**Specialized Experience:** At least five (5) years of the experience in the design of business applications on complex IT systems. Requires a broad knowledge of data sources, data flow, system interactions, advanced computer equipment and software applications, and advanced systems design techniques to develop solutions to unyielding complex problems and to advise officials on systems design and IT forecasts.

**Minimum Experience with ITSM Product selected:** Three (3) years

## 3. **Business Process Consultant (Senior)**

**Duties:** Develops business requirements and business processes re-engineering methodologies. Solves application and process related problems by creating detail process and system design specifications; and works with other areas across the business units to support a total solution approach. Communicates business requirements for reports and applications development. Facilitates collaboration within and across business units and across IT functions. Produces Business Process workflow diagrams and other business process artifacts. Resolves problems and improves business units' technical environments.

**Education:** Bachelor's Degree from an accredited college or university in Business, Human Resources Management or a related field or eight (8) years of equivalent experience in a related field.

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

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

**Minimum Experience with ITSM Product selected:** Three (3) years

## 4. **Subject Matter Expert – ITSM System proposed**

**Duties:** Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper migration and implementation of programs and systems specifications including, but not limited to: information

technology, health care, education, public safety, social services, human resources, transportation, and environment.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or seven (7) years of equivalent experience in a related field.

**General Experience:** Must have seven (7) years of experience in the IT field.

**Specialized Experience:** At least five (5) years of combined new and related older technical experience in the IT field directly related to the required area of expertise; at least four (4) years of experience in the recommended ITSM System proposed.

**Minimum Experience with ITSM Product selected:** Four (4) years

## **5. Training Specialist/Instructor**

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

**Education:** A Bachelor's Degree from an accredited college or university with a major in Education/Training in the areas of Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or four (4) years of equivalent experience in a related field.

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

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

**Minimum Experience with ITSM Product selected:** One (1) year

## **6. Technical Writer /Editor**

**Duties:** Assists in collecting and organizing information for preparation of user manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. For applications built to run in a Windows environment, uses the standard help compiler to prepare all on-line documentation. Assists in performing financial and administrative functions. Must demonstrate the ability to work independently or under only general direction.

**Education:** Associate's Degree in related field or four (5) years of equivalent experience in a related field.

**General Experience:** A minimum of five (5) years of experience in this area.

**Specialized Experience:** At least two (2) years of experience in preparing and editing documents, including technical documents. Also includes researching for applicable standards.

**Minimum Experience with ITSM Product selected:** One (1) year



## Personnel Hours

### 2.6.1 Work Hours

3.6.1.1. Business Hours Support: The Contractor's collective assigned personnel shall support core business hours (7:00 AM to 6:00 PM), **Monday through Friday**, except for State holidays, Service Reduction days, and Furlough days observed by AOC. Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.

2.6.1.2. Scheduled Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

2.6.1.3. Minimum and Maximum Hours: Full-time Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the Contract Manager. A flexible work schedule may be used with Contract Manager approval, including time to support any efforts outside core business hours. Contractor personnel may also be requested to restrict the number of hours Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

#### 2.6.1.4

Vacation Hours: Requests for leave shall be submitted to the Contract Manager at least two weeks in advance. The Contract Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

## 2.7 Performance Evaluation, Mitigation and Substitution

### 2.7.1 PERFORMANCE EVALUATION

JIS will evaluate Contractor personnel on a bi-monthly basis for each assignment performed during that period. Performance issues identified by JIS are subject to the mitigation process described in Section 2.4.2.

### 2.7.2 PERFORMANCE PROBLEM MITIGATION

In the event the JIS is not satisfied with the performance of the Contractor Personnel, the mitigation process is as follows:

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

TO Contractor personnel can be removed due to non-performance or potential conflicts at the JIS Manager's discretion at any time during the duration of the contract.

### 2.7.3 SUBSTITUTION OF PERSONNEL

The substitution of personnel procedures are as follows:

- a. The Contractor may not substitute personnel without the prior approval of the JIS Manager.
- b. The Contractor shall provide at least 2 weeks advance notice for replacement of staff.
- c. To replace any personnel, the Contractor shall submit resumes of the proposed personnel specifying their intended and approved labor category.
- d. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the JIS Manager.
- e. The JIS Manager shall have the right to interview the proposed substitute personnel.
- f. After the interview, the JIS Manager shall notify the Contractor of acceptance or denial of the requested substitution.

## 2.8 Deliverables

### 2.8.1 Deliverable Submission

For every deliverable, the Contractor shall request that the Contract Manager confirm receipt of that deliverable by sending an AOC Receipt of Deliverable form (Attachment R) with the deliverable. The Contract Manager will acknowledge receipt of the deliverable via e-mail using the provided form.

Section 3.10.1 provides guidance with respect to deliverables that require use of a DPAF form. For all applicable deliverables, contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment S, to the Contract Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the Contract Manager's discretion, the Contract Manager may request one hard copy of a written deliverable.

A standard deliverable review cycle will be elaborated and agreed-upon between AOC and the Contractor. This review process is entered into when the Contractor completes a deliverable.

For any written deliverable, the Contract Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section

3.7.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.7.3.

### 2.8.2 Fixed Price Deliverable Acceptance

A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 3.7.4 Deliverable Descriptions/Acceptance Criteria.

The Contract Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Manager is responsible for coordinating comments and input from various team members and stakeholders. The Contract Manager is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.

The Contract Manager will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment S). Following the return of the DPAF indicating “Accepted” and signed by the Contract Manager, the Contractor shall submit a proper invoice in accordance with the procedures in Section 3.10. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

In the event of rejection, the Contract Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

### 2.8.3 Minimum Deliverable Quality

The Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to AOC.

Each deliverable shall meet the following minimum acceptance criteria:

1. Be presented in a format appropriate for the subject matter and depth of discussion.
2. Be organized in a manner that presents a logical flow of the deliverable’s content.
3. Represent factual information reasonably expected to have been known at the time of submittal.
4. In each section of the deliverable, include only information relevant to that section of the deliverable.
5. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
6. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
7. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated

final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

### 2.8.4 Deliverable Descriptions / Acceptance Criteria

The Contractor may suggest other subtasks, artifacts, or deliverables to improve the

quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	Integrated Project Schedule (Task 3.3.7.4)	Microsoft Project schedule to define tasks, task level of effort estimates, resource assignments, risks, and dependencies for both AOC and Contractor personnel, with tasks no less than 8 hours and no greater than 80 hours.	Initial Draft Delivery: NTP+ 10 business days  Baseline Schedule 5 days after AOC review  Updated bi-weekly and provided with bi-weekly Status Report.
2.8.4.2	Initial Subscription Activation with First Year Subscription including <ul style="list-style-type: none"> <li>• System Access</li> <li>• System Documentation</li> </ul>	<ul style="list-style-type: none"> <li>• Access to fully functional development and test environment for 75 Users.</li> </ul> Note: Subscription billing cannot start until this deliverable is accepted with a DPAF form.	NTP + 10 business days
2.8.4.3	System Access to Production Environment	<ul style="list-style-type: none"> <li>• Access to fully functional stage and production environment for up to the currently registered User and populated with migrated data (see below)</li> </ul> Note: Subscription billing cannot start until this deliverable is accepted with a DPAF form.	NTP + 30 business days
2.8.4.4	Data Conversion – existing <u>Service Desk</u> environment from Magic	<ul style="list-style-type: none"> <li>• Access to imported service desk records from the current Magic environment in the development and test environment</li> </ul>	NTP + 30 business days
ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency

2.8.4.5	Data Conversion – existing <u>Assets</u> from current Magic environment to IT CMDB and Fixed Asset CMDB	<ul style="list-style-type: none"> <li>Access to imported CMDB records in a fully functional development and test environment for up to the currently registered Users.</li> </ul> <p>Note: Subscription billing cannot start until this deliverable is accepted with a DPAF form.</p>	NTP + 30 business days
2.8.4.6	Successful completion of Service Desk migration and testing – start using new ITSM for production support of Service Desk.	<ul style="list-style-type: none"> <li>Access to fully functional production environment to support Service Desk functions support AOC business processes.</li> </ul>	NTP + 60 business days
2.8.4.7	Data Conversion – existing <u>Assets</u> from current Magic environment to IT CMDB and Fixed Asset CMDB	<ul style="list-style-type: none"> <li>Access to fully functional Development and test environment and business process for up to the currently registered Users.</li> </ul>	NTP + 60 business days
2.8.4.8	Successful completion of Asset Management testing – start using new ITSM for production support of District and Circuit Court IT and Fixed Asset Management	<ul style="list-style-type: none"> <li>Access to a fully functional production environment and business process for up to the currently registered Users.</li> </ul> <p>Note: Requires sign off by AOC, JIS and District and Circuit Court Asset Management Operations.</p>	NTP + 120 business days
2.8.4.9	Monthly(or quarterly – tbd) Active User Report	<p>A report provided monthly in conjunction with the Contractor’s billing cycle which provides:</p> <ul style="list-style-type: none"> <li>The Names of all Active System Users</li> <li>Activation dates for all Active System Users</li> <li>A count of total Active System Users</li> </ul> <p>This report is used as backup for the Monthly Subscription Billing.</p>	Monthly, or quarterly in conjunction with Contractor’s billing cycle.
2.8.4.10	Monthly Subscription Activation including System Access	<p>Access to fully functional System environments for AOC’s use by additional Users as required.</p> <p>See Section 3.3.5.</p>	On a monthly basis as described in Section 3.3.5.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.11	Service Support Manual	<p>A document which provides:</p> <ul style="list-style-type: none"> <li>• A description of the process to be used by AOC to obtain operational system support for the System</li> <li>• A description of the Contractor's support organization with contact names, e-mail addresses and telephone numbers</li> <li>• A description of the Service Level Agreement between Contractor and AOC and processes to be used by Contractor to ensure that these service levels are maintained. See Section 3.3.10.</li> <li>• A description of pre-scheduled maintenance policies and windows for operation</li> <li>• Backup and Restore procedures</li> <li>• Trouble Ticket escalation procedures.</li> </ul> <p>Note: Subscription billing cannot start until this deliverable is accepted with a DPAF form.</p>	NTP + 30 business days.
2.8.4.12	Status Reports	Status reports shall include the information described in Section 3.3.7.5.	Monthly, beginning one month after NTP
2.8.4.13	Status Meetings	A status meeting shall be held to discuss the status report and any other issues with the Contract Manager	Bi-Weekly, no more than 2 business days after delivery of the Status
2.8.4.14	End of Contract Transition Plan	A transition plan containing, at a minimum, the information described in Section 3.3.9.	90 days prior to end of Contract

## 2.9 Work Order Process

1. Additional services may be provided via a Work Order process. A Work Order may be issued for either Fixed Price or T&M pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment F.
2. The Contract Manager shall e-mail a Work Order Request (See Attachment T) to the Contractor to provide services or resources that are within the scope of this RFP. The Work Order Request will include:
  - a) Technical requirements and description of the service or resources needed
  - b) Performance objectives and/or deliverables, as applicable
  - c) Due date and time for submitting a response to the request
  - d) Required place(s) where work must be performed
3. The Contractor shall e-mail a response to the Contract Manager within the specified time and include at a minimum:
  - a) A response that details the Contractor's understanding of the work;
  - b) A price to complete the Work Order Request using the format provided in Attachment T;
  - c) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment A and Section 3.5;
  - d) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
  - e) State-furnished information, work site, and/or access to equipment, facilities, or personnel;
  - f) The proposed personnel resources, including any subcontractor personnel, to complete the task.
4. For a T&M Work Order, the Contract Manager will review the response and will confirm the proposed labor rates are consistent with this RFP. For a fixed price Work Order, the Contract Manager will review the response and will confirm the proposed prices are acceptable.
5. The Contract Manager may contact the Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the Procurement Officer for approval. The Procurement Officer can issue a change order to the RFP if necessary.
6. Proposed personnel on any type of Work Order shall be approved by the Contract Manager. The Contractor shall furnish resumes of proposed personnel specifying their intended labor category

from the Labor Categories in Section 3.5 utilizing the Labor Classification Resume Summary (Attachment Q). The Contract Manager shall have the option to interview the proposed personnel. After the interview, the Contract Manager shall notify the Contractor of acceptance or denial of the personnel.

7. The Contract Manager will issue the NTP after the Work Order is approved and **ratified by the Procurement Officer's Contract Modification.**

## 2.10 SOC 2 Type II Audit Report

- 2.10.1 The Cloud Service Provider shall have an annual audit performed by an independent audit firm of its handling of AOC's critical functions and/or sensitive information, which is identified as storing and communicating critical and sensitive information related to the network and computing infrastructure in the State of Maryland supported by AOC (collectively referred to as the "Information Functions and/or Processes"). Such audits shall be performed in accordance with audit guidance: *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy* (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by AOC, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:
  - i. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type II Report. The SOC 2 Report shall be completed annually at the following intervals: Report to be submitted three months following the end of the Contract Year for the prior Contract Year.
  - ii. The SOC 2 Report shall report on a description of the Cloud Service Provider's System and the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes relevant to the following trust principles: Security, Availability, and Confidentiality, as defined in the Guidance.
  - iii. The SOC 2 Report shall include work performed by subcontractors that provide essential support to the Cloud Service Provider for the Information Functions and/or Processes for the services provided to AOC under the Contract. The Cloud Service shall ensure the performance of the SOC 2 Audits includes its subcontractor(s).
  - iv. All SOC 2 Audits, including the SOC 2 Audits of Cloud Service Provider's subcontractors, shall be performed at the Cloud Service Provider's expense.



- v. The Cloud Service Provider shall promptly provide a complete copy of the final SOC 2 Report to AOC's Contract Manager upon completion of each SOC 2 Audit engagement.
- vi. The Cloud Service Provider shall provide to AOC's Contract Manager, within 30 calendar days of the issuance of the final SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Cloud Service Provider along with the date(s) when each remedial action is to be implemented.
- vii. If the Cloud Service Provider currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes services being provided by the Cloud Service Provider to AOC under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, AOC will determine in consultation with appropriate State government technology and audit authorities whether the Cloud Service Provider's current audits are acceptable in lieu of the SOC 2 Report(s).
- viii. If the Cloud Service Provider fails at any time to obtain an annual SOC 2 Audit during the term of this contract, AOC shall have the right to retain an independent audit firm to perform a SOC 2 Audit of AOC's Information Functions and/or Processes being hosted by the Cloud Service Provider. The cost of the audit will be paid by the Cloud Service Provider. The Cloud Service Provider agrees to allow the independent audit firm to access its facility for purposes of conducting the SOC 2 Audit. The Cloud Service Provider shall cooperate with AOC or AOC's designated auditor and shall provide the necessary assistance for AOC or AOC's designated auditor to conduct a SOC 2 Type II audit according to the Guidance. AOC will invoice the Cloud Service Provider for the expense of the SOC 2 Audit

## **2.11 Insurance**

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

- 2.11.2 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.
- 2.11.3 The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requiring of any and all insurance as set forth in this RFP, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

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

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

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

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

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

E. Comprehensive Automobile Liability:

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

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

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

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

## **2.12 Contractor Security Requirements**

- All Contractor personnel shall follow all applicable Judiciary and State security policies, laws, and regulations while working on the project.
- The Contractor shall coordinate staff on-site visitations with Judiciary staff.
- The Contractor shall comply with and adhere to the JIS Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Current and revised versions of the security policy are available on-line at: <http://mdcourts.gov/aoc/pdfs/jis-securitypolicystandards.pdf> The JIS reserves the right to monitor computer usage for compliance with its policies.
- The Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each employee performing services under the Contract. This background check must be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Contractor employee providing services on site at any location covered by this Contract. The AOC reserves the right to refuse to allow any Contractor's employee to work on State premises, based upon criminal record. The Contractor shall furnish to the Contract Manager a minimum of ten days prior to commencement of work, a completed Maryland Department of General Services Authorization of Release of Information form (Attachment G) and a Maryland Department of General Services Police Contractors Security Clearance form (Attachment H) for each contracted resource .
- All Contractor personnel assigned to this project shall be monitored throughout the life cycle of this project and shall consent to such monitoring. Contractor's detection of any unlawful conduct must be reported to the AOC CM immediately for resolution.
- Situations that require Contractor employees to make "on site" visitations will need to be planned and coordinated with the CM.

- Any individual who is an employee or agent of the Contractor or any subcontractor shall display his or her company badges at all times while on Judiciary premises. Each such employee or agent upon request of Judiciary personnel shall provide additional photo identification.
- The AOC CM may impose additional restrictive conditions regarding the nature of prior criminal convictions and pending criminal charges that would result in an employee of Contractor not being permitted to work on Judiciary's premises. Upon receipt of the Judiciary's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to the Judiciary regarding the personnel working at or assigned to the Judiciary's premises. Contractor must notify the AOC CM of all charges filed against any employee or subcontractor's employee during this project.
- At all times, at any facility, the Contractor's personnel shall ensure cooperation with Judiciary site requirements to include being prepared to be escorted at all times, and providing information for obtaining a badge and wearing the badge in a visual location at all times.

## SECTION 3 – PROPOSAL FORMAT

### 3.1 Two Part Submission

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

### 3.2 Proposals

- 3.2.1 Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP).
- 3.2.2 Submit one unbound original. An electronic version of both the Volume I- Technical Proposal and the Volume II- Financial Proposal must also be submitted originals technical or financial volumes, as appropriate.
- 3.2.3 Electronic media shall be a CD and bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II). Electronic media enclosed with the Technical Proposal shall include the Technical Proposal, and a separate file for each resume. Title format for resumes shall utilize the following format: “Last name, First name – proposed position” (example: Doe, Jane – UNIX Administrator). Preferred file format is PDF.

### 3.3 Submission

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

### 3.4 Volume I – Technical Proposal

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

the Evaluation Committee to “map” Offeror responses directly to RFP requirements by paragraph number. The technical proposal shall include the following sections in the stated order:

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

3.4.5 Offeror Technical Response to RFP Requirements:

3.4.5.1 General

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

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

- An overview of the Offeror’s experience providing the services.
- Detailed resume and references

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

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

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

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

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

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

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

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

3.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, and one electronic copy of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment E. Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal.

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

## SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

### 4.1 Evaluation Criteria

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

### 4.2 Technical Criteria

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

- The extent to which Offeror meets the functional and non-functional Other System Features described in Attachment X and in Section 3.
- Offeror’s Technical Response to RFP Requirements and Work Plan.
- The extent to which the TOS provided in TAB U and Draft Service Support Manual in TAB W in Offeror’s proposal ensures that the Cloud Service Provider will meet the requirements of Section 2.
- Offerors demonstrated ability to provide Professional Services and Consulting Services as required and as evidenced in the draft Work Plan and Integrated Schedule provided in TAB V.
- Experience and Qualifications of Proposed Staff and Staffing Plan for additional personnel.
- Offeror Qualifications and Capabilities, including proposed Subcontractors.

### 4.3 Financial Criteria

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

### 4.4 Selection Process and Procedures

4.4.1 General Selection Process:

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



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

4.4.1.3

4.4.1.4 4.4.2 Selection Process Sequence:

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

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

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

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

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

## ATTACHMENTS

Attachment A	Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Pre-Proposal Conference Form
Attachment E	TO BE ISSUED VIA ADDENDUM
Attachment F	Non-Disclosure Agreement
Attachment G	Maryland Department of General Services Authorization of Release of information
Attachment H	Maryland Department of General Services Police Contractors Security clearance form

ATTACHEMNTS W Y Z TO BE PROVIDED AS SEPARATE DOCUEMNTS

MBE DOCUMENTS PROVIDES UNDER SEPARATE COVER

**ATTACHMENT A – STANDARD CONTRACT AGREEMENT**

**Contract number: K15-0044-29**

**MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS  
IT MIGRATION SUPPORT SERVICES  
STANDARD TERMS AND CONDITIONS**

This Contract is made this \_\_\_\_ day of \_\_\_\_\_ 2015, 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 IT support services (hereinafter “Services”), and other deliverables in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

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

Exhibit C: Contractor’s Proposal dated date of response and subsequent BAFO dated \_\_\_\_\_2015 (collectively referred to as “the Proposal”)

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

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

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

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

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

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

Unless the Contract is terminated earlier as provided herein, the term of the Contract is the period beginning upon execution and ending two years thereafter. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including three additional successive one-year terms.

## **3. Consideration and Payment**

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

#### **4. Warranties**

The Contractor hereby represents and warrants that:

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

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

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

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

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

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

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

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

## **8. Disputes**

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

## **9. Maryland Law**

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

## **10. Amendments**

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

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

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

## **12. Contingent Fee Prohibition**

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

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

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

## **14. Termination for Cause**

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

## **15. Termination for Convenience**

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

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

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

## **17. Suspension of Work**

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

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

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

## **19. Financial Disclosure**

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

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

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

## **21. Right to Audit**

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



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

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

## **23. Subcontracting and Assignment**

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

## **24. Indemnification**

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

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

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

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

**26. Conflict of Interest**

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

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

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

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

---

---

---

---

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:**

**Contractor:** specify

**SIGNATURES:**

In Witness Whereof, the parties have signed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**Contractor:**

\_\_\_\_\_(SEAL)

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

Signature  
Authorized Representative

**Maryland Judiciary**

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

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

Gisela K. Blades, Director  
Procurement, Contract & Grant Administration

**Approved for form and legal sufficiency this \_\_\_\_ day of \_\_\_\_\_, 2015**

\_\_\_\_\_  
Stephane J. Latour  
Managing Legal Counsel/Assistant Administrator

**Reviewed**

\_\_\_\_\_  
Pamela Harris  
State Court Administrator

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

**Approved:**

\_\_\_\_\_  
Mary Ellen Barbera, Chief Judge  
Court of Appeals

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

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

---

---

---

#### D. AFFIRMATION REGARDING DEBARMENT

##### I FURTHER AFFIRM THAT:

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

---

---

---

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

##### I FURTHER AFFIRM THAT:

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

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

---

---

---

**F. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

**G. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

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

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

**I FURTHER AFFIRM THAT:**

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

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

**I FURTHER AFFIRM THAT:**

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

APPLICABLE, SO STATE):

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**I. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

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

**J. ACKNOWLEDGEMENT**

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

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

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

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

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





**ATTACHMENT C – CONTRACT AFFIDAVIT**



CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**C. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**D. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

**Project No. K15-0044-29**

**Project Title: SaaS**

A Pre-proposal Conference will be held on Friday, May 8, 2015 at 1:30 PM local time at:

2003C D Commerce Park Drive  
Annapolis, MD 21401

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

Gisela.blades@mdcourts.gov

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

Please indicate:

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

1.

2.

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

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

\_\_\_\_\_  
Telephone

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

**ATTACHMENT E – PRICE PROPOSAL FORM**

**PRICE PROPOSAL FOR RFP #K15-0037-29**

**TO BE ISSUED VIA ADDENDUM**

\_\_\_\_\_  
Authorized Individual Name/Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

(This form is to be filled out by Offeror)

**ATTACHMENT F – NON-DISCLOSURE AGREEMENT**

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 2015, by and between Administrative Office of the Courts (“AOC”) and \_\_\_\_\_ (Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the Contractor and AOC have entered into Contract No. K15-0037-29 \_\_\_\_\_ (**the “Contract”**); and

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

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

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

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

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

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

**information is \_\_\_\_\_**, and, except in cases of emergency involving imminent or actual bodily harm or significant property loss or damage, such information may only be disseminated to him, or, in his absence, to the State Court Administrator.

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

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

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

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

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

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

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

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

**Contractor:**

**Administrative Office of the Courts**

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

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

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

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

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

**ATTACHMENT G – MARYLAND DEPARTMENT OF GENERAL SERVICES  
AUTHORIZATION OF RELEASE OF INFORMATION FORM**

**GENERAL SERVICES MARYLAND CAPITOL POLICE  
AUTHORIZATION OF RELEASE OF INFORMATION**

I, \_\_\_\_\_

LAST FIRST MIDDLE

RACE

SEX

  

\_\_\_\_\_

D.O.B. ADDRESS SOC. SEC. NO.

hereby authorize a review and full disclosure of all criminal records, or any part thereof, concerning myself by/to any duly authorized agent of the Department of General Services Police, whether the said records are public or private, and including those which may be deemed to be of privilege or confidential nature. The intention of this authorization is to provide information which will be utilized for investigative resource material.

I agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney’s fees arising out of or complying with this request.

I further understand that in the event my application is disapproved, the sources of confidential information cannot be revealed to me. A photocopy of this release form will be valid as an original hereof, even though the said photocopy does not contain an original writing of my signature.

\_\_\_\_\_  
Witness \_\_\_\_\_  
Applicant

  

\_\_\_\_\_  
Address \_\_\_\_\_  
Date

**ATTACHMENT H – Maryland Department of General Services Police Contractors Security Clearance**



**form**

Martin O'Malley  
Governor  
Anthony G. Brown  
Lt. Governor



Alvin C. Collins  
Secretary

MARYLAND DEPARTMENT OF GENERAL SERVICES POLICE  
OFFICE OF THE CHIEF

CONTRACTORS SECURITY CLEARANCE

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

PCO: \_\_\_\_\_

Application / Employee Information

1. FULL NAME \_\_\_\_\_  
(First) (Full Middle Name) (Last)

2. ADDRESS: \_\_\_\_\_

3. GENDER: \_\_\_\_\_ RACE: \_\_\_\_\_ HEIGHT: \_\_\_\_\_ WEIGHT: \_\_\_\_\_

4. DATE OF BIRTH: \_\_\_/\_\_\_/\_\_\_ 5. SS#: \_\_\_\_\_

6. DRIVER'S LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_

7. HOME TELEPHONE #: \_\_\_\_\_

8. APPLICANT / EMPLOYEE TRADE: \_\_\_\_\_

**9. ATTACH COPY OF APPLICANT'S DRIVER'S LICENSE - (Make sure photo is clear and light enough to identify the individual) Contractor (\$15.00 – Pay By Check /Money Order Only)**  
Company Information

1. NAME OF COMPANY: \_\_\_\_\_

2. ADDRESS OF COMPANY: \_\_\_\_\_

3. COMPANY TELEPHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

4. Project #: \_\_\_\_\_ Building \_\_\_\_\_ Task \_\_\_\_\_

For Office Use Only      NEW \_\_\_\_\_ RENEWAL \_\_\_\_\_ ADMIN SPECIALIST INT. \_\_\_\_\_

APPROVED \_\_\_\_\_ or DISAPPROVED \_\_\_\_\_

Reviewing Officer: \_\_\_\_\_ Date: \_\_\_\_\_

ID Card # Front \_\_\_\_\_ ID Card # Back \_\_\_\_\_ Payment \_\_\_\_\_

301 W. Preston Street ♦ Suite L-100 ♦ Baltimore, Maryland 21201

**EXHIBIT 1**

**Contract #**

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

**Printed Name and Address  
of Employee or Agent**

**Signature**

**Date**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---