



**STATE OF MARYLAND  
ADMINISTRATIVE OFFICE OF THE COURTS  
PROCUREMENT, CONTRACT AND GRANT ADMINISTRATION  
187 HARRY S. TRUMAN PARKWAY  
ANNAPOLIS, MD 21401  
REQUEST FOR PROPOSALS (RFP)**

**FOR**

**Cloud- Based Unified Communications Solution for Maryland Judiciary**

**Project K21-0018-29**

**ISSUED: August 11, 2020**

Sole point of contact for this solicitation is the Procurement Officer. Contractor 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 (MBEs) are encouraged to respond to this Request for Proposals.

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

**THE JUDICIARY**  
**NOTICE TO Contractor/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 e-mail this completed form to [karen.hoang@mdcourts.gov](mailto:karen.hoang@mdcourts.gov).

**Title: Cloud- Based Unified Communications Solution for Maryland Judiciary**  
**Project No: K21-0018-29**

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 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**

**MARYLAND JUDICIARY**

**Request for Proposals**

**Cloud- Based Unified Communications Solution for Maryland Judiciary**

**PROJECT # K21-0018-29**

**RFP Issue Date:** August 11, 2020

**RFP Issuing Office:** Procurement, Contract and Grant Administration

**Procurement Officer:** Karen Hoang  
Maryland Judiciary, Administrative Office of the Courts  
Department of Procurement, Contract and Grant Administration  
187 Harry S. Truman Parkway  
Annapolis, MD 21401  
410-260-1582  
[Karen.hoang@mdcourts.gov](mailto:Karen.hoang@mdcourts.gov)

**Proposals must be sent to:** Karen Hoang  
Maryland Judiciary, Administrative Office of the Courts  
Department of Procurement, Contract and Grant Administration  
187 Harry S. Truman Parkway  
Annapolis, MD 21401

**Pre-Proposal Conference:** Pre-Proposal  
**Conference Call:** September 02, 2020 at 2:00 PM (EST)  
Number: +1(443-833-0155)  
Access Code: 914486575

**Closing Date and Time:** September 16, 2020 at 2:00 PM

**A. TABLE OF CONTENTS**

**SECTION 1 - GENERAL INFORMATION 6**

1.1 SUMMARY STATEMENT .....6  
1.2 ABBREVIATIONS AND DEFINITIONS .....6  
1.3 CONTRACT TYPE .....6  
1.4 CONTRACT DURATION .....7  
1.5 PROCUREMENT OFFICER.....7  
1.6 AOC CONTRACT MANAGER.....7  
1.7 PRE-PROPOSAL CONFERENCE.....7  
1.8 QUESTIONS.....7  
1.9 PROPOSAL DUE (CLOSING) DATE.....8  
1.10 DURATION OF OFFER.....8  
1.11 REVISIONS TO THE RFP .....8  
1.12 CANCELLATIONS .....8  
1.13 ORAL PRESENTATIONS/DISCUSSIONS/INTERVIEWS .....8  
1.14 INCURRED EXPENSES.....9  
1.15 ECONOMY OF PREPARATION.....9  
1.16 PROTESTS/DISPUTES.....9  
1.17 MULTIPLE OR ALTERNATE PROPOSALS .....9  
1.18 ACCESS TO PUBLIC INFORMATION ACT NOTICE .....9  
1.19 OFFEROR RESPONSIBILITIES .....9  
1.20 MANDATORY CONTRACTUAL TERMS.....10  
1.21 PROPOSAL AFFIDAVIT .....10  
1.22 CONTRACT AFFIDAVIT .....10  
1.23 MINORITY BUSINESS ENTERPRISES .....10  
1.24 ARREARAGES .....11  
1.25 PROCUREMENT METHOD.....11  
1.26 VERIFICATION OF REGISTRATION AND TAX PAYMENT .....11  
1.27 PAYMENTS BY ELECTRONIC FUNDS TRANSFER .....11  
1.28 NON-DISCLOSURE AGREEMENT .....11

**SECTION 2 – STATEMENT OF WORK 12**

2.1 PURPOSE & SUMMARY .....12  
2.2 ORGANIZATION BACKGROUND .....12  
2.3 OBJECTIVES ... .....13  
2.4 CURRENT ENVIRONMENTS/ NET WORKREQUIREMNTS .....13  
2.5 SYSTEM REQUIREMENTS.....18  
2.6 CONTRACT CENTER REQUIREMENTS .....22  
2.7 REDUNDANCY AND FAILOVER REQUIREMENTS .....24  
2.8 IMPLEMENTTATION REQUIREMENTS.....25  
2.9 OPERATION AND MAINTENANCE .....27  
2.10 TRAINING.....29  
2.11 OTHER CONSIDERATIONS.....30  
2.12 ACCEPTANCE OF SERVICES.....31  
2.13 DAMAGE TO STATE AND PERSONAL PROPERTY.....31  
2.14 FAILURE TO RESPONSE.....31  
2.15 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES.....31  
2.16 CONTRACTOR SECURITY REQUIREMENTS.....31  
2.17 ACCESS AND BACKGROUND CHECKS.....32  
2.18 ACCESS TO JUDICIARY INFORMATION TECHNOLOGY SYSTEMS.....34  
2.19 INSURANCE.....34

<b>SECTION 3 – PROPOSAL FORMAT</b>	<b>37</b>
3.1	TWO-PART SUBMISSION .....37
3.2	PROPOSALS.....37
3.3	SUBMISSION .....37
3.4	VOLUME I – TECHNICAL PROPOSAL .....39
3.5	VOLUME II - FINANCIAL PROPOSAL.....39
<b>SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE</b>	<b>41</b>
4.1	EVALUATION CRITERIA .....41
4.2	TECHNICAL CRITERIA.....41
4.3	FINANCIAL CRITERIA.....41
4.4	SELECTION PROCESS AND PROCEDURES.....42
<b>ATTACHMENTS</b>	<b>43</b>
	ATTACHMENT A – STANDARD CONTRACT AGREEMENT.....44
	ATTACHMENT B –PROPOSAL AFFIDAVIT (AUTHORIZED REPRESENTATIVE AND AFFIANT) .....55
	ATTACHMENT C – CONTRACT AFFIDAVIT .....59
	ATTACHMENT D – PRE-PROPOSAL CONFERENCE RESPONSE FORM .....61
	ATTACHMENT E – PRICE PROPOSAL FORM.....62
	ATTACHMENT F – NON-DISCLOSURE AGREEMENT .....64
	ATTACHMENT G- Contractor Background Check Notice.....67
	MBE FORM A& B
	Appendix 1.1 – Maryland Judiciary Voice Network [PDF]
	Appendix 1.2 – Maryland Judiciary WAN Site Connections [PDF]
	Appendix 1.3 – JIS Contractor Cloud Assessment (Sample) [PDF]
	Appendix 1.4 – Maryland Judiciary Pricing Worksheet [PDF]

## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

The Maryland Judiciary Administrative Office of the Courts (AOC) is seeking proposals from prospective Offerors to award one Contractor to provide a Cloud-Based Unified Communications system for the Maryland Judiciary. The Contractor will be required to perform all design, planning, configuration, installation, and maintenance activities for the proposed solution to be fully operational. In addition, the Contractor shall be responsible for providing dual connectivity to the Judiciary's primary MPLS network (Verizon) and their back-up MPLS network (State of Maryland MPLS).

The resulting Contract will be a solution with the potential to extend the solution statewide at the AOC's discretion.

### 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 **K21-0018-29** dated **August 11, 2020**, including any and all amendments.
- h. AOC Contract Manager– The Judiciary representative that serves as the technical manager for the resulting contract. The AOC Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
- i. Judiciary business hours – 8:00 a.m. – 5:00 p.m. Monday – Friday (excluding State holidays and any other days closed by order of the Chief Judge of the Court of Appeals.)

### 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 upon execution and extend for a base period of one year. The AOC, at its sole option, shall have the unilateral right to determine whether or not the solution is successful and based on the Judiciary's finding, extend the contract for up to four (4), one-year renewal options at its discretion, to role the solution statewide.

#### **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 identified below:

**Karen Hoang**  
**187 Harry S. Truman Parkway**  
**Annapolis, MD 21401**  
**410.260.1582**  
**Karen. Hoang @mdcourts.gov**

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

#### **1.6 AOC Contract Manager**

**Michelle Jones**

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

#### **1.7 Pre-Proposal Conference**

A Pre-Proposal Conference Call will be held on **September 02, 2020 at 2: 00 pm (EST) (Number: +1(443-833-0155), Access Code: 914486575)**. Attendance at the Conference is not mandatory but recommended, in order to facilitate better preparation of proposals.

#### **1.8 Questions**

- 1.8.1 The Procurement Officer shall accept written questions from prospective Contractor. Please submit all questions to the Procurement Officer by e-mail.
- 1.8.2 Based on the availability of time to research, the Procurement Officer shall communicate a timely answer during the pre-proposal conference. Answers to all substantive questions that are not clearly specific only to the requestor will be posted on the Judiciary's procurement website and eMarylandMarketplace.

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

One original and (6) copies of each proposal (Technical and Financial) must be received by the Procurement Officer **no later than 2:00 p.m. (local time) on September 16, 2020 at 2:00 pm** in order to be considered. One electronic version of the Technical Proposal must be included inside the Technical Proposal submission envelope. One electronic version of the Financial Proposal must be included inside the Financial Proposal submission envelope. Both electronic versions must be labeled with the RFP title, RFP number, and Offeror's name and be packaged with the original copy of the appropriate proposal (Technical or Financial).

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

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

### **1.10 Duration of Offer**

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

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

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted on the Judiciary's Procurements webpage and on eMarylandMarketplace. Amendments made after the due date for proposals will be sent only to those Contractor 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, waive or permit cure of minor irregularities' and conduct discussions with all qualified or potentially qualified Contractor in any manner necessary to serve the best interests of the Judiciary. The Judiciary also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

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

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



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 Public Information Act Notice**

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

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

#### **1.19 Offeror Responsibilities**

The selected 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 Contractor 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 (5) business days of notification of proposed Contract award.

### **1.23 Minority Business Enterprises**

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

**An MBE Subcontractor participation goal of 12% has been established for this solicitation. Each Offeror 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.( see attachment MBE forms)**

#### **Waiver**

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

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

#### **After Notice of Apparent Awardee:**

**If Offeror is notified that Offeror is the apparent awardee or as requested by the Procurement Officer, 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 Contractor's 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 Offeror'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**

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

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

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Contractor 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 The Offeror 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://comptroller.marylandtaxes.com/Contractor\\_Services/Accounting\\_Information/Static\\_Files/GADX10Form20150615.pdf](http://comptroller.marylandtaxes.com/Contractor_Services/Accounting_Information/Static_Files/GADX10Form20150615.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 signed Agreement must be provided with the Offeror's signed contract.

## SECTION 2 – STATEMENT OF WORK

### 2.1 Purpose and Summary

The Administrative Office of the Courts (AOC) issues this Request for Proposals (RFP) to solicit proposals from prospective Offerors to make an award to one qualified firm to provide a Cloud-Based Unified Communications system for the Maryland Judiciary.

The selected Contractor shall provide all design, planning, configuration, installation, and maintenance activities for the proposed solution to be fully operational. In addition, the Contractor shall be responsible for providing dual connectivity to the Maryland Judiciary's primary MPLS network (Verizon) and their back-up MPLS network (State of Maryland MPLS).

- **The Offerors proposal should address the Maryland Judiciary's requirements in an innovative and thorough manner. The proposal should be concise, well organized, and provide details on how the recommended solution and professional services address the Maryland Judiciary's requirements: technically, operationally, and financially.**
- **The Offerors proposal should include all products, components, activities, services, licenses, and any other aspects necessary to properly design, engineer, manufacture, ship, deliver, install, program, cross-connect, test, verify/validate, document, train, and cutover the entire solution(s) being proposed. Also, professional services should include the solution integration and application programming required to duplicate all current functions operating within The Maryland Judiciary.**

### 2.2 Organization and Background

The Judicial Branch of the Maryland State Government is responsible for the resolution of all matters involving civil and criminal law in the State of Maryland. Judges base their decisions on statutory law, common law, or equity.

Maryland has a four-tiered court system consisting of the District Court of Maryland, Circuit Courts, the Court of Special Appeals, and the Court of Appeals.

In addition to the courts, there are several Judicial Offices and Agencies. Various units, boards, and commissions exist within the judiciary to facilitate the judicial process and assist judges of the different courts. The Administrative Office of the Courts, for example, assists the Chief Judge of the Court of Appeals in carrying out administrative duties. The Judicial Nominating Commissions present names to the Governor when vacancies occur on any of the appellate or circuit courts. The State Law Library is the principal law reference library in the State. Also within the Judicial Branch are the State Board of Law Examiners, which conducts examinations for prospective members of the State Bar, and the Attorney Grievance Commission, charged with supervising and administering the discipline of attorneys.

The Maryland Judiciary consists of approximately **63** physical locations throughout the State that will be considered in this voice system upgrade. Approximately **10** locations have more than one department within the location. In addition, a new main location, the Truman Building, has recently been constructed and is home to many employees from various locations within the Annapolis area.

## **2.3 Statement of Work/ Deliverables**

The Maryland Judiciary requires the modernization of its voice communication infrastructure and voice systems. The purpose of this RFP is to identify and select a Contractor to provide a Cloud-Based Unified Communications system for the Maryland Judiciary.

2.3.1 Project Phases: The Project will have two phases which are described in Section 2.4:

- **Phase 1** is the base contract which will include the Annapolis Campus (see 2.4.1).
- **Phase 2** is optional and will be ordered on a site by site basis and most likely all sites in a county would be executed on a single task order.

2.3.2 Contractor shall provide all design, planning, configuration, installation, and maintenance activities for the proposed solution to be fully operational.

2.3.3 Contractor shall be responsible for providing dual connectivity to the Judiciary's primary MPLS network (Verizon) and their back-up MPLS network (State of Maryland MPLS).

NOTE: The Maryland Judiciary's data network is a VoIP ready network with appropriate PoE switches and capacity. There will be some instances where remediation of the data network may be required.

2.3.4 Contractor shall conduct a network analysis prior to system implementation as part of the site assessments.

2.3.5 Contractor shall produce a site survey report per building and per closet to identify remediation or action required for solution implementation (examples: if a closet does not have enough switch ports, or if the network analysis shows network jitter or latency). If existing cabling is not available to install a phone the Contractor is responsible for identifying and installing the cable.

2.3.6 Contractor shall deliver a turnkey Voice Communication System including; endpoints, configuration, connectivity and any associated professional services required for delivery of a fully functional cloud-based VoIP system.

2.3.7 Contractor shall verify this information by conducting site surveys for each building. The solution should include gathering end user programming requirements, programming, set deployment, end user training, porting of telephone numbers, and maintenance.

## 2.3 Objectives

The Maryland Judiciary has four main objectives:

**Objective 1:** Modernize the voice and data communications systems with a cost-effective, cloud-based telephony system solution for Judiciary locations within the Annapolis Area (Phase I) with future expansion capabilities statewide (Phase II).

**Objective 2:** Provide a platform to leverage new voice and data applications including work from home and mobility for staff to be more productive and to improve the user experience for State constituents.

**Objective 3:** Leverage the existing MPLS networks which provide redundant connections to each site to support the new telephony solution. Leverage public internet for work at home situations.

**Objective 4:** Obtain a solution capable of expanding to the remaining Judiciary locations statewide if and when a migration is determined to be in the best interest of the Judiciary.

## 2.4 Project Phases

### 2.4.1 Phase I

The UC Solution shall be implemented in two phases. Phase I will include eight (8) locations within the Annapolis, MD area informally referred to as the “Annapolis Campus”. Phase I is anticipated to take 6-9 months to migrate the Annapolis Campus sites identified in the table below.

#### *Phase I - Annapolis Campus*

Site Name	Address	Telephone Count
Maryland Judiciary Headquarters	187 Harry S Truman Parkway	267
Maryland Judicial Center/AOC Self Help Center/Transcribing	580 Taylor Ave	66
Court of Appeals	361 Rowe Blvd	98
DC Traffic Processing Center	2020 Industrial Drive	66
AOC JIS	2661 Riva Rd. Bldg 900	193
AOC Judicial Disabilities	939 Elkridge Landing Rd	9
Service Desk	441 Defense Highway	39
DCM Warehouse	2002A Industrial Drive	42

**Total Count**

**780**

## 2.4.2 Phase II

Phase II will be comprised of all sites not included in Phase I.

NOTE: the Maryland Judiciary does not have a schedule for Phase II sites. It is anticipated that Phase II sites will be deployed on a site by site basis when a location identifies a need to upgrade or replace their current system(s).

After completion of the Annapolis Campus migration deployment could continue, County by County, as optional task orders under the Contract as a result of this Procurement.

The System Architecture proposed should demonstrate how the solution will scale for both phases.

## 2.5 Current Environment/Network Requirements

The Maryland Judiciary's current infrastructure is predominately **NEC** for voice and **Cisco** for data with a mixture of applications described in this section.

- *Appendix 1.1 – Maryland Judiciary Voice Network* depicts a sample of the current voice architecture. (see separated Attachment)
- *Appendix 1.2 Attachment B – Maryland Judiciary WAN Site Connections* depicts the current data architecture. (see separated Attachment)

### 2.5.1 Voice Infrastructure

The Maryland Judiciary has an NEC PBX premises-based system throughout the state at their approximately 63 physical locations with a few exceptions. **Phase I includes the 8 locations comprising the Annapolis campus which are exclusively NEC PBX's with various makes and models. There are several locations throughout the state that have upgraded to the NEC 9000 series. The majority of handsets are the DT300's which are not VoIP capable devices and will need to be replaced.**

- The Contractor shall validate and adjust endpoints and licenses per location based on the Contractor site survey and station review for each building prior to deployment. Pricing tables are estimated quantities. These quantities could decrease or increase by approximately 10%.

#### 2.5.1.1 Dial Plan

The Maryland Judiciary does not have a statewide abbreviated dial plan but has some locations which use internal 4-digit dialing. Phase I users will continue to utilize the existing 4-digit dial plan and the Contractor shall port the existing telephone numbers. As sites are converted in Phase II it will be decided on a site by site basis if the numbers can be added to the 4-digit dial plan. Some sites may require new telephone numbers and others will require the Contractor to port numbers.

## 2.5.2 Cabling Infrastructure

- The new solution will require only a single connection for voice and data connectivity between the jack and endpoint/PC. The Maryland Judiciary plans to converge the connectivity using the existing data connection.
- All telephones provided must have a GIG Ethernet switch which will connect to the data port and the PC will connect to the telephone. Approximately 10% of the new endpoints may require cabling to be installed where cabling cannot support a VoIP device or outlets do not currently exist.
- The Contactor shall confirm final endpoint locations and their associated cabling requirements, hardware switch ports, and connectivity requirements including Power over Ethernet (PoE) availability via a site survey.
- The Contractor is responsible for installing any new station cables required for the solution. The Maryland Judiciary will be responsible for remediating or adding new switches based on the site survey report.
- Fiber optic cabling is used to connect IT rooms and buildings; inter-building connectivity is mostly multimode fiber, and a limited amount of single mode fiber is used between buildings. Fiber types and connectors are diverse and vary by time of installation. The network assessment should identify any remediation identified to ensure system operates as designed.
- **The Maryland Judiciary is requesting Offerors to budget and price an estimated 10% of new Category 6 station cable drops as part of Pricing Proposal. This cost should be captured on Attachment D: Maryland Judiciary Pricing Table in row 36 of the Pricing Sheet.**
- The assumption is that most of the existing data station cabling can be used to support the new VoIP endpoints, however, to accommodate endpoint locations where a computer/data port is currently not required a new cable run will be installed (e.g. courtesy phones, break rooms, etc.). There may also be locations where the cable may need to be replaced due to type/damage/degradation.

## 2.5.3 Public Address/Intercom Systems

The Maryland Judiciary has multiple Public Announcement (PA) and intercom systems at various locations. The architecture should include the ability of specific users to interface to these PA solutions so users can make announcements through the PA speakers via their endpoint. The site survey should include PA connectivity requirements.

## 2.5.4 Network Infrastructure



- The Maryland Judiciary currently has two MPLS networks providing interconnectivity to all judiciary sites throughout the State. The MPLS networks are provided by Verizon and Network Maryland. The MPLS Network operates in an Active/Active configuration. Connectivity from the MPLS networks to the Judiciary’s primary data center is provided by a 600 Mbps Verizon PIP circuit and a 600 Mbps Network Maryland VPRN circuit.
- The Maryland Judiciary has a secondary data center referred to as the UMBC Data Center. It is almost a mirror image of the Primary data center with a few exceptions. The Data Centers are connected via a 4 Gbps circuit provided by Network Maryland. The configuration is active/passive with the UMBC data center on stand-by in the event of a failure of the Primary data center. Failover to the UMBC data center is a manual process at this time. The Maryland Judiciary’s desire is to eventually move their back up data center to the cloud.
- The majority of network access switches throughout Judiciary locations are Cisco 3850 and 9300 (PoE) models. The remaining switch inventory are Cisco 3750 and 3550 models. The majority of the switches are PoE and will be able to support a new VoIP solution. Though there are locations where switches are not PoE the Judiciary is currently in the process of a two-year initiative to upgrade network switching across the state and the sites included in Phase I have already been updated
- The Contractor shall include an assessment of all telecom closets in their site surveys and provide requirements and recommendations to ensure the solution operates as designed.

**2.5.5 Network Connectivity**

The Maryland Judiciary currently has a 700 Mbps private internet connection provided by Network Maryland, along with a 100 Mbps (burstable) Verizon backup circuit, providing services for all 60+ locations. Buildings are interconnected via direct fiber or circuits. In addition, several locations utilize Single Mode Fiber (SMF), 5 GHz bridges (3 sites), or 20Gbps Microware (1 site) to another Judiciary site to indirectly connect to the MPLS Network. The primary and secondary internet circuits are both terminated in the primary data center.

Internet traffic throughout all locations is backhauled, via the two MPLS networks, to the Primary Data Center. Please reference *Appendix 1.2 – Maryland Judiciary WAN Site Connections* for further details.

**Summary of Maryland Judiciary Data Connectivity**

<i>Verizon</i>	<i>Location</i>	<i>Comments</i>
MPLS network of circuits (60+ sites) ranging from 10Mbps - 150 MB	Statewide	Interconnectivity of all sites Statewide. Several sites indirectly connected via other sites.
PIP circuit 600 Mbps	Data Center (AOC JIS)	

Internet circuit - 100 Mbps (burstable)	Data Center (AOC JIS)	Secondary internet connection (failover)
<b><i>Network Maryland</i></b>	<b><i>Location</i></b>	<b><i>Comments</i></b>
MPLS network of circuits (60+ sites) ranging from 10 - 150 Mbps	Statewide	Interconnectivity of all sites Statewide. Several sites indirectly connected via other sites.
VPRN circuit 600 Mbps	Data Center (AOC JIS)	
Internet circuit - 700 Mbps	Data Center (AOC JIS)	Primary internet connection for all locations

The Contractor shall be responsible for providing data connectivity between the provider’s data center and the Maryland Judiciary’s MPLS Networks. **The Offeror’s proposal should include connectivity design options along with detailed information and architectural diagrams.**

The current internet services supporting Maryland Judiciary are believed to be sufficient to support the new cloud-based VoIP solution. However, the Contractor shall design and provide the necessary internet bandwidth required to support their voice solution to ensure bandwidth is sufficient.

## 2.6 System Requirements

The Maryland Judiciary has identified requirements and assumptions associated with the overall modernization process to assist in pricing and delivering the expected services. The architecture shall include:

1. Multi-instance architecture to ensure a more secure environment allowing greater flexibility and control compared to a multi-tenant architecture.
2. Future addition of all Judiciary locations across the State of Maryland and must have the ability to scale to a potential of 8,000 stations/endpoints.
3. How the solution will Integrate/Interface with Active Directory.
4. How the solution will Integrate/Interface with Outlook/Teams.
5. The ability to retain and port Maryland Judiciary’s current DID numbers and to add new numbers when necessary.
6. Support existing dial plan including the four-digit dialing plan for the Annapolis Campus.
7. 911/E911 response capabilities for emergencies to be dispatched to the PSAP with a specific IT closet area and street address. Calls to 911/E911 will be duplicated with endpoint name and telephone number, and location sent to identified Judiciary Staff so that on-site staff can establish triage, provide escorts for emergency personal, or cancel dispatch if done in error.

## 8. Security Compliance with NIST 800-58 standards for Security over VoIP system

### 2.6.1 Interoperability during Transition

The Judiciary telephone transition will occur over a period of 6 - 9 months. During conversion users should be able to continue to use the Judiciary's existing 4-digit dial plan regardless of which system they are using. **The Offerors proposal shall describe how their solution allows users to place calls to new system users and old system users using 4 digits.**

### 2.6.2 Applications

The Maryland Judiciary has numerous applications in place today which the Contractor's solution will need to integrate and/or replace.

- Interactive Voice Response (IVR)
  - District Court IVR – Maryland Automated Traffic System (provided by VitalChek)
  - Provides people the ability to pay their traffic citations automatically using their Citation number as the key data field. Credit card payments are processed automatically and meet PCI standards.
- Everbridge Mass Notification System
  - The Judiciary uses Everbridge Mass Notification Systems to notify employees when necessary. Describe how you will interface with Everbridge and/or if your solution provides a Mass Notification System as part of the proposal.
- Service Now Ticketing system
  - The Judiciary uses Service Now as its workflow and ticketing system. The solution should provide a Service Now screen pop based on caller id for Help Desk staff to see service record of user.
- Office 365/Skype for Business (Teams)
  - The Judiciary uses Office 365 and Teams extensively. The solution architecture should show how it interfaces and leverages these investments.
- Horizon View (VMware VDI solution)
- Contact Center applications
  - The Judiciary currently has three formal contact centers. The functionality of these groups is fairly simple but there is an anticipation the move to the Cloud will allow it to increase its use of more advanced functionality. The judiciary will initially transition current automated attendants and automated call distribution groups to the new solutions. The new solution should include services such as email, chat, and social media channels.
- Voice Messaging
  - The Judiciary requires all voice messages to be delivered via email. Users will be able to listen to the voicemail via the telephone endpoint or their PC. Users require the ability to delete messages from their outlook inbox which will also delete the messages from the voicemail server. Optionally the Judiciary is interested in transcription services of voicemail to text within the email and only listen to the recording optionally.

### 2.6.3 Endpoints

The Maryland Judiciary requires that the following types of IP endpoints (or equivalent) be proposed. The endpoints and quantities will be used by different user communities as determined in the final system design. The required or equivalent instruments include the following (pricing quantities are listed in the pricing sheets):

Device Type	Description
Single-line Telephone	Used by staff with base telephone requirements along with locations such as lobbies, reception areas, workrooms, and closet areas.
Multi-line Telephone	The primary instrument for most staff; Base Telephone (4 lines or less), Enhanced Telephone (5 lines or more), Automatic Call Distributor (ACD) agents use Enhanced Telephones.
Analog Device Interface	Fax, modem, analog telephones, etc.
DSS/BFL Module	Used by administrative and attendant users to provide the status of the stations being covered by the users.
Conference Room Phones	Suitable for tables for 8-12 people.
Portable Wireless Device	DECT-based device and/or Wi-Fi device for staff that needs to be mobile within the office.
IP Softphone	Used to replace or supplement the desktop instrument.
Mobile Application	Provide solution features and functions on a mobile device.
Headsets	Wired/wireless options (optional pricing)
Hearing Impaired Device	TTY and amplified handset

**While the RFP describes the endpoints generically in this section, the Offeror shall provide specification sheets with photographs and model numbers of the proposed endpoints.**

Endpoints need to have pass through capability to ensure PC connectivity is not lost if the device and or voice system fail.

### 2.6.4 User Profiles (Licenses)

The Judiciary has established five typical user profile categories.

#### 1. Standard User (80%)

- a. Professional workers who are mainly at their workstations
- b. Occasional need to move to private area to continue call
- c. Require full range of features and functions, including mobility and Single Number Reach

**2. Administrative User (3%)**

- a. Administrative assistants that cover for multiple executives
- b. Require access to different voicemail boxes
- c. Usually at desk but will be mobile occasionally
- d. Will require multi-button desk instruments with direct station selection /busy lamp field (DSS/BLF) capabilities

**3. Courtesy Phone (3%)**

- a. In public spaces, e.g., kitchen/break room, lobby, secondary conference room
- b. Must be able to receive active call from another device or location

**4. Call Center Agent/Supervisor (9%)**

**5. Conference Room (5%)**

**2.6.5 Station and User Requirements**

Standard Features	Standard User*	Administrative User	Courtesy Phone	Call Center Agent/Supervisor	Conference Room
	80%	3%	3%	9%	5%
Ad Hoc Call Conferencing (5-8 Party)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Call Coverage by Time and Day	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Remote Call Forwarding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Call Hold/Transfer/Park/Pick-Up	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Call Log (Missed, Place, Received)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Call Pick-Up	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Caller ID with Name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Four Digit Dialing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hunt Group	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Individual/Group Voicemail	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Multiple Line Appearance	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Multiple Ringtones	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Music/Messaging on Hold	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Remote Voicemail Access	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Simultaneous ring	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Speed Dials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Voicemail to Email	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
<b>Optional Features</b>					
ACD				<input type="checkbox"/>	
Auto Attendant		<input type="checkbox"/>		<input type="checkbox"/>	
Call Recording	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Collaboration	<input type="checkbox"/>				<input type="checkbox"/>
Hearing Impaired		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
IVR		<input type="checkbox"/>		<input type="checkbox"/>	
Mobile Application	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Outbound Messaging/Mass Notification	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

- **The Offeror shall provide a matrix table of licensing levels available, describe the differences of features and functions, and identify which license matches the user profile. Describe how a license type is upgraded or downgraded after installation.**

User Profile	Basic License	Standard License	Premium License
Standard			
Administrative			
Courtesy			
Call Center Agent			
Conference Room			

Example

### 2.6.6 System Reporting

- **The Offeror shall describe, in detail, real-time and historical reporting and analytics included in their proposed solution along with available system administration tools, including system health dashboards. Any additional cost requirements need to be included.**

### 2.6.7 Telephone Number Management

The Judiciary currently has a bank of DID numbers associated with their PRI's. System Administrators assign number and de-activate DID's within the PBX as needed. The Judiciary would like to continue to manage the complete bank of DID numbers and directly control and perform moves, add, and changes.

**Offerors proposal shall describe how their solution manages primary numbers, secondary appearances, and unused numbers which are required to maintain their dial plan. Please detail all associated costs and how non-active numbers are reserved along with any additional cost for each non active number.**

## 2.7 Contact Center Requirements

The Maryland Judiciary has three formal contact centers which are described in further detail below. The Judiciary also has multiple informal contact center locations using both multi-line hunt groups and ACD groups. The Judiciary has approximately 50 auto attendants in use today.

Supervisors and managers require real time and historical reporting and monitoring tools to facilitate managing the front-line agents and representatives. Primary requirements for these groups are call handling and processing capabilities, and reporting. The proposed offering should be at a basic call center level as opposed to a sophisticated, contact center. During solution design and implementation Contractors should be prepared to develop the initial set of Judiciary ACD reports and provide ACD Supervisor training to perform future report creation/modification.

### **2.7.1 Informal Contact Centers**

These are small groups of 3-5 users that will use their regular endpoints when the call centers are active. Typically, in these cases there is no formal call center supervisor or wall boards but historical statistics such as number of calls, received calls, if an automated attendant is used which option is selected, etc. It is preferred these types of Contract Centers not require Contact Center Licenses.

**The Offerors proposal shall describe the functionality available to a user profile with a Standard License.**

### **2.7.2 Service Desk**

The Service Desk is the central hub for work orders, password resets, etc. They create trouble tickets in their ticketing system, Service Now, and route to appropriate departments for resolution. There are a total of 35 agents supporting all Maryland Judiciary employees in addition to other departments outside of the Maryland Court System. All desks are set up with an ACD line and they also have a DID telephone number. Agents are currently limited to the physical office in order to log in and take calls, but the new solution should provide the ability for agents to work remotely. The Service Desk requires screen pops from Service Now based on caller ID.

### **2.7.3 Maryland Courts Self Help Center**

The Access to Justice Department helps people with barriers reach the courts such as financial or language barriers. They manage contracts for five (5) walk in centers throughout the state along with one Contact Center. There are approximately 17 agents who work in the Contact Center receiving and routing calls to available attorneys dispersed throughout the State. Management would also like the ability for a pool of pro-bono attorneys to log into the system and field calls when possible. This would be a group of shared licenses the attorneys could utilize.

### **2.7.4 Maryland District Court Automated Traffic System**

The Maryland District Court operates a traffic help desk with an option to allow callers to pay traffic citations automatically through a 3<sup>rd</sup> party vendor (VitalChek) IVR solution.

The current solution allows the public the ability to speak with an agent or pay traffic citations automatically using their citation number as the key data field. Credit card payments are processed automatically through the system. The IVR, provided by VitalChek, currently utilizes 16 ports and is anticipated to grow. **The Offerors proposed solution shall provide an automated attendant in**

**front of the IVR, but will not replace the actual IVR in Phase I. If the Contractor has an IVR solution which could replace the current IVR it should be proposed as an option after Phase I is completed.**

There are Telephone agents fielding calls during business hours (8am-4pm Monday through Friday). Up to 20 agents could be answering calls at any given time. These agents will utilize a Multi-Line phone endpoint and/or a softphone. The majority of the incoming calls are very simple and short. The supervisor requires the ability to see real-time queue status and agent status via a desktop dashboard in addition to historical reporting.

The following table outlines several of the main requirements expressed by the Service Desk, Self Help Center, and Traffic Processing Center. However, the list is not all inclusive.

<b>Call Center Requirements</b>	
<i>Customized Reporting</i>	<i>Self-service options (ticket status, pw resets)</i>
<i>Real Time dashboards</i>	<i>Remote access for agents (softphone/mobile app)</i>
<i>Pre/Post call surveys</i>	<i>ACD &amp; DID line appearances</i>
<i>Place in queue/wait time notification</i>	<i>Outages posted dynamically</i>
<i>Callback Option</i>	<i>Remote announcement recording (weather closure, etc.)</i>
<i>Change queue announcement dynamically</i>	<i>Ability for agents to opt in/out of queues across all sites</i>
<i>Skills Based Routing</i>	<i>Screen pops</i>
<i>Text to speech capability (updating queue announcements)</i>	<i>Integrated call/chat capabilities</i>
<i>Shared licensing</i>	<i>Chat data retention</i>

## **2.8 Redundancy and Failover Requirements**

The Maryland Judiciary telecommunications functionality is a mission-critical system. The solution architecture should include active/active connectivity using the Judiciary’s Verizon MPLS network and the Network Maryland MPLS network. Calls should remain active and not drop if the Verizon MPLS fails over to the Network Maryland MPLS. If both networks were to fail the solution should be able to continue to:

- Make 911 calls during a network failure or internet failure.
- If a site loses connectivity all automated attendants will continue to be played and transferred.
- Calls unable to be answered will be answered by Voice Mail which will allow staff to retrieve those messages via cell phone or after connectivity is restored.



- For users that have single number reach programmed the calls will ring on the preprogrammed devices, i.e. cell phone.

**The Offerors proposal shall describe and price optional redundancy and failover architecture options as part of your design including SIP trunking backup to primary sites.**

**The Offerors proposal shall also describe standard Disaster recovery/ business continuity capability and optional enhancements.**

## **2.9 Implementation Requirements**

It is The Maryland Judiciary's intent to contract with a Contractor-partner to acquire, design, install, and making fully operational a new cloud-based UCC solution, including new components and peripheral hardware/station devices with software options and capabilities identified and required by the Judiciary. The Contractor's scope of work includes all activities and services necessary to properly design, manufacture, ship, deliver, install, engineer, program, integrate, cross-connect, test, verify/validate, document, train, and prepare standard reporting required to migrate from the existing system to the new system.

- The Contractor shall be responsible for providing a Project Manager and conducting a site survey report for each building which should include a detailed assessment confirming appropriate space, cooling, electrical and capacity that is available to support the new voice solution. Any deficiencies should be documented and submitted to the Judiciary.
- The Contractor shall develop a complete and detailed solution design in collaboration with the Maryland Judiciary, including work group call flow charts and through meetings with multiple Judiciary departments and user groups.
- The Contractor is required to identify specific business and technical requirements with standard classes of service (COS) and provide presentations to the Maryland Judiciary designated managers and departmental staff on the migration process. The Contractor should assume it will perform most of the solution design using a "like-for-like replacement" method based on current configurations, although recommendations to improve efficiency and performance using the new solution are encouraged
- The overall solution design shall include necessary hardware, software, and maintenance installed on the proposed solution. Once the solution design has been finalized, the Contractor shall provide a Detailed Design document summarizing the solution components and services, including platforms, software versions, and additional information as directed by the Judiciary.

### **2.9.1 Architecture**

- **The Offerors proposal shall provide a written description of the architecture of your cloud-based telephone solution including a detailed diagram of the technology topology**

**of your solution. The diagram should detail connectivity of your solution to a Maryland Judiciary location showing all required hardware, software, and infrastructure components and services necessary.**

### **2.9.2 Schedule Requirements**

The Judiciary has estimated it will take approximately 6-9 months to complete the migration to the new system.

- **The Offerors proposal shall provide a preliminary Implementation Plan & Schedule, assuming a phased, site-by-site implementation for Phase I in the Proposal. The plan should include all tasks (nonexclusive list below) required by the Judiciary and the Contractor from the time of award to cutover of the last building assuming a 6-9-month window.**
  - System design
  - Conduct site surveys
  - Station reviews (Excel spreadsheet)
  - Validating switches and closet infrastructure
  - Installing telephones
  - Porting of telephone numbers
  - End user training cutover support
  - Testing
  - Helpdesk transition for operations

### **2.9.3 Personnel and Staffing**

- **The Offerors proposal shall designate a team of personnel assigned to this project and provide an organization chart of the team. The following roles should have specific staffing proposed with resumes along with a detailed list of each role's responsibilities:**
  - Project Manger
  - System Designer Engineer
  - Lead Technician (Voice)
- **The Contractor may not make substitutions of staff without the written approval of the Maryland Judiciary.**

### **2.9.4 Subcontractors**

Identify any subcontracts that will perform work associated with this offer. This must include:

- Name of Subcontractors
- Description of their work

- Approximate % of work subcontracted

### 2.9.5 Duties of the Project Manager (PM)

- The designated Contractor PM works in partnership with the Maryland Judiciary's PM to manage the implementation of the project. This position supports the successful initiation, planning, design, execution, monitoring, controlling and closure of the project. Additional responsibilities of the Contractor PM include:
  1. Assist in defining the project scope, goals and deliverables.
  2. Identifying the Contractor's tasks including obtaining the required resources.
  3. Managing the Contractor budget and allocating contractor required project resources.
  4. Work in collaboration with the Judiciary's PM to create project schedules and timelines including the identification of risks and risk contingency or mitigation strategies.
  5. Track project deliverables including milestones.
  6. As defined by the Maryland Judiciary, the Contractor PM will conduct milestone reviews including providing a weekly status report.
  7. Directs the completion of the Contractor's work activities performed by the Contractor designated project team.
  8. The Judiciary's PM will provide templates for all PM artifacts to include but not limited to: Microsoft (MS) project schedule, status reports, checklists, inventory management logs, change requests, incident tracking, meeting agenda and minutes, issues log, and risk register.

### 2.9.6 Deployment Process

- **The Offerors proposal shall describe the work process through a schedule and work breakdown structure (WBS) that will be used to migrate from the current system to the new system. The contractor shall include sample work products (e.g., site survey reports, station reviews, test plans) to demonstrate an understanding and competence of deploying similar systems.**

## 2.10 Operations and Maintenance

### 2.10.1 Voice Support Requirement

- **The Offerors proposal shall describe their method to operationally support the proposed solution including moves, adds, and changes to telephone configurations or endpoints. Detail how charges will be tracked for MAC work for both one-time changes and changes in the monthly recurring charges.**

The Maryland Judiciary will operate a Tier 1 help desk for their users. If the issue cannot be resolved by the Maryland Judiciary Tier 1 help desk a support level ticket will be opened with the Contractor.

1. **The Offerors proposal shall describe** your proposed support model and SLA's.
2. Additionally, identify work that is done offshore in support of the proposed solution.
3. The cost for telephone replacements for break/fix shall be incorporated in the MRC price(s) quoted for the life of the contract.
4. The Offerors proposal shall provide information on how software and firmware upgrades of endpoint devices will be performed and how the Judiciary will be notified.
5. Offerors should not propose any endpoints which cannot be remotely administrated and upgraded.
6. If an unforeseen event should occur and each endpoint would need to be "touched" the Contractor will be responsible for the labor required.

### **2.10.2 POST PROJECT SUPPORT**

- **The Offerors proposal shall provide a detailed escalation process for the proposed system in case of unresolved issues.**

**Include the following information:**

- **Standard resolution processes for different types of alarms and problems**
- **Time intervals for escalation**
- **Escalation paths for different types of issues or alarms**
- **Contact lists for each step of escalation**
- **Resolution/progress update contact schedule**
- **Names and phone numbers of escalation path members**
- **Name and proposed duties of service manager dedicated to Maryland Judiciary**

### **2.10.3 Security Requirements**

Network security is extremely important to the Judiciary. **Solution proposed must be complaint with NIST 800-58 standards for Security over VoIP system.**

- **The Offeror will be required to provide a SOC 2 Type 2 report. If the Offeror has not obtained SOC 2 Type 2 compliance they will be required to complete a Security Assessment.**

The sample assessment document attached as *Appendix 1.3. Attachment C– JIS Contractor Cloud Assessment Sample*

- **The Offeror shall describe how security is built into the solution to prevent the following:**
  - **Infrastructure-based attacks**
  - **Applications based attacks**
  - **Man-in-the middle (Eavesdropping)**
  - **Denial of services (DOS) attacks**
  - **Session hijacking/impersonation**

- Pharming
- Caller ID spoofing
- Toll Fraud

In addition, please respond to the following questions:

1. Describe how your solution complies with National Institute Standards and Technology (“NIST”) 800-58 standards for Security over VoIP system.
  2. Please describe if your solution allows for onsite hosting. Explain the pros and cons of offsite and onsite hosting that your solution offers.
  3. Is the cloud solution you are proposing FedRamp authorized? If yes, please provide a description of your authorization.
  4. Does your firm follow and incorporate security and privacy recommendations and best practices from the NIST? If yes, please describe.
  5. Does your cloud solution rely on third-party partners or subcontractors? If yes please describe fully.
  6. Does your cloud solution allow a customer to solely manage their own encryption keys or must that function remain with solution provider? Please explain.
- The Offerors proposal shall describe the security planning methodology that will be used to assess and make recommendations to the Judiciary staff.
  - The Contractor will be required to notify the Judiciary within 24 hours of any identified security breach within the solution provided.

#### 2.10.4 On-site support

While many aspects of a cloud-based solution are remotely managed there are times when it is required to be onsite to resolve problems.

- The Offerors proposal shall describe how they will support maintenance or operations work that requires a technician to visit a Judiciary site for maintenance.
- The Offerors proposal shall provide a detailed escalation process for operations and maintenance for urgent or unresolved issues.

### 2.11 Training

#### 2.11.1 User Training

Maryland Judiciary requires a multifaceted training program to include classroom, web, and Train the Trainer program.

- The Contractor will be expected to organize training sessions at an appropriate Judiciary location or through a webinar. The Judiciary will provide one or more rooms for the training sessions and will post prepared materials on their website such as tutorials and videos.
- Provide classroom, web-based, or video user training for the new system (assume 65% of users will attend)
- In person classroom training (assume 8 days of onsite training throughout the project)
- Printed and electronic versions of Maryland Judiciary branded “Quick Reference Guides” for each phone

### 2.11.2 Administration and Operations Training

- The Contractor will provide manufacturer certification-level system management/operations training for up to 7 Judiciary personnel. The majority of the participants will be from the JIS UC Tier 1 support group that will be the main point of contact for all user issues, move requests, adds, and changes.
- This requirement includes training classes for administering the new system, messaging system, and automated attendant capabilities, and performing first echelon maintenance. The Contractor shall identify recommended courses and pricing. (Travel related expenses need to be included if outside a 50-mile radius of Annapolis, MD.)
- The Contractor shall also provide electronic versions for all system-level manuals and as-built documents to Maryland Judiciary upon acceptance of the new system.

## 2.12 Other Considerations

### 2.12.1 Trade-In

- The Contractor shall propose a trade-in value for Maryland Judiciary’s replaced equipment, which will be primarily NEC PBX’s.
- The Contractor will be responsible for removing and disposing of the current equipment, and all the related peripherals and telephone sets. The Judiciary has limited space for receiving and staging equipment and will most likely purchase equipment in phases, associated with a building by building or County by County deployment strategy.
- **The Offerors proposal shall describe in how the inventory and material delivery will be managed. In addition, describe how much space will be required from the Judiciary for staging on-site, as well as any other requirements (e.g., conditioned air, locks, etc.)**

### **2.12.2 Reuse/Repurpose of existing NEC equipment**

- **Offerors also have the option of proposing a cloud-based solution which leverages the Judiciary's existing NEC voice infrastructure into the architectural design taking advantage of the Judiciary's current voice network for potential value engineering.**

### **2.12.3 Value Engineering**

- **The Offerors proposal must include value engineered, alternate solutions to any segments of the requested proposal that may be a cost-effective option for consideration.**

## **2.13 Acceptance of Services**

2.13.1 The AOC Contract Manager or his/her designated representative has sole authority to determine the acceptable level of service.

2.13.2 When the AOC Contact Manager or his/her designee determines that Contractor service is unsatisfactory, the Contractor shall return to the site at the request of the AOC, or an authorized designee, and resolve the issue at no additional cost to the AOC.

## **2.14 Damage to State and Personal Property**

2.14.1 The Contractor, their employees, subcontractors and agents shall be held directly responsible to repair, replace or restore to its original condition, to the satisfaction of the Maryland Judiciary, curbs, roadway surfaces, wheel stops, shrubbery, trees, buildings, bollards, gates, light pole, sign poles or any other State-owned property which is damaged by the actions of the above-mentioned representatives.

2.14.2 The Contractor, their employees, subcontractors and agents shall be held directly responsible for any damage caused by their action or inaction to privately-owned property and shall hold the State harmless for such damages.

## **2.15 Failure to Respond**

2.15.1 Should the Contractor fail to respond to the request for service as specified herein, the Judiciary may, at its option, directly or by contract, take whatever measures are necessary to provide the necessary services at the expense of the Contractor.

## **2.16 Required 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 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:

- A. A System Development Life Cycle (SDLC) methodology and framework based on best practices and industry standards, such as the incremental waterfall methodology, and the agile software development framework.
- B. The Administrative Office of the Courts Judicial Information Systems Security Policy.

## **2.17 Contractor Security Requirements**

Compliance with Judiciary Policies-

- A. The Contractor, and all contractor and subcontractor personnel assigned to the Contract (contractor personnel), shall comply with all applicable Judiciary policies and procedures, as provided by the AOC Contract Manager, for the duration of the contract.
- B. The Contractor must also comply with all federal and state laws, regulations, and policies, including, but not limited to the Family Medical Leave Act and the Americans with Disabilities Act as it relates to its contract with the AOC.
- C. This includes but is not limited to the following policies: the Accommodations of Disabilities, Prohibiting Discrimination, Harassment, and Retaliation, Religious Accommodation, and the JIS Information Security Policy.
- D. The JIS Security Policy closely aligns with guidelines published by the National Institute of Standards and Technology. The Policy is available online at:  
<http://www.mdcourts.gov/procurement/index.html>

The Judiciary reserves the right to monitor all applicable computer and electronic equipment usage for compliance with its policies.

## **2.18 Access and Background Checks-**

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



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

E. The badge shall be displayed at all times while on Judiciary premises. To verify identity, the contractor personnel shall be prepared to provide photo identification upon request by a Judiciary official.

F. The contractor personnel are required to immediately notify the AOC Contract Manager, the Administrative Official of the respective department or office or the AOC Contract Manager, if their badge is lost or stolen.

G. At the discretion of the AOC, at any time during the contract, contractor personnel may be required to obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, which includes fingerprinting.

H. The contractor personnel must notify the AOC Contract Manager, the Administrative Official of the respective department or office, within one (1) business day, if any personnel have been arrested, indicted, served with a criminal summons, named in a peace or protective order, or named as a defendant in any civil case. The contractor personnel are also required to provide regular updated information regarding the status of any of these actions.

I. The AOC Contract Manager, in conjunction with the Deputy Director of Security Administration and the Procurement Officer, may impose restrictive conditions in response to prior criminal convictions, pending criminal charges, or a violation of Judiciary procedures, including removal from the contract, and/or restricted access to Judiciary locations or systems.

J. In the event of a security incident or suspected security incident, the contractor personnel shall immediately notify the Judiciary personnel as follows:

JIS Project Manager.

K. The contractor personnel shall cooperate fully in all security incident investigations.

L. During the course of the contract, if necessary, for the delivery of goods and services, the Contractor may be provided a Judiciary asset in the form of a cell phone, laptop, or other electronic device. Any and all Judiciary devices are the property of the Judiciary and must be returned in working, acceptable condition at the contract's conclusion. If said devices are not in working acceptable conditions, Contractor may be responsible for the cost of said device(s). Any and all devices must be regularly updated as specified by the manufacturer and JIS and must adhere to all confidentiality guidelines as provided by JIS, the AOC, and the JIS Project Manager.

L. If the AOC determines that there is cause for the Contractor's work to be suspended, the Contractor shall take the following steps:

a. Immediately cease to represent itself as providing services to the AOC; and

- b. Deliver to the AOC: (a) a report describing the current state of the Deliverables provided by the Contractor under this Agreement and any applicable Statements of Work outstanding as of the date of termination; (b) all AOC Confidential information in its possession, or at AOC's option, destroy all such AOC Confidential information; and (c) all work product to the AOC within seven (7) business days as of the date of termination. Work product includes, but is not limited to, works for hire and materials as described in §29.3.
- c. Contractor is responsible for all AOC assets (including but not limited to, laptops, tablets, computers, cell phones, other portable electronic devices, accessories, and peripherals, etc.), that have been provided to the Contractor at the AOC's cost. All AOC issued assets are required to be surrendered to the AOC within five (5) business days of the termination of services. Assets will be subject to evaluation and can include normal and expected wear and tear but must be functional and operable. Assets that do not meet this condition may be subject to additional charge to the Contractor. Contractor shall be liable to the AOC for any and all assets not surrendered.

## **2.19 Access to Judiciary Information Technology Systems**

- A. The contractor's personnel shall complete all required paperwork as directed for security access to the Judiciary systems.
- B. The system access rights of contractor personnel must be updated no later than twenty-four (24) hours after notification of the change in status; therefore, the Contractor shall immediately notify the AOC Contract Manager and the JIS CISO of any termination of contractor personnel and immediately confiscate the Judiciary badge and return it to the AOC Contract Manager.
- C. Select contractor personnel may be approved and given secured remote access privileges by the Assistant Administrator, JIS, into the Judiciary systems to the extent needed for the remote access privileges that are granted. To ensure compliance with the JIS Information Security Policy, the configuration of remote access into AOC systems will be accomplished by JIS staff. The JIS staff will monitor all remote access activities.
- D. The approved contractor personnel may be given the capability to remotely monitor all hardware and software for error/failure notifications, as appropriate. The Assistant Administrator of JIS, must give prior written approval for the software used, and for the method of the secured technical environment, prior to this capability being activated.
- E. In the event that any approved contractor personnel no longer requires access to the Judiciary systems, the Contractor must promptly notify the Assistant Administrator, JIS and the AOC Contract Manager. The Contractor will be responsible for ensuring the list of authorized Contractor personnel is maintained and accurate at all times.

## **2.20 Insurance**

A. 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.

B. 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 sixty (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.

C. 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 for acceptance and/or approval of any insurance by the Procurement Officer, shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract. The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy:

i. 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 for each accident; \$500,000 for each disease for each employee; and \$500,000 for each disease per the policy limit.

ii. 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:

iii. 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.

iv. 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.

v. Comprehensive Automobile Liability (if applicable):  
Limit of Liability - \$1,000,000 Bodily Injury  
\$1,000,000 Property Damage

vi. Cyber Liability Insurance (if applicable):

Cyber Security / Data Breach Insurance – (For any service offering hosted by the Contractor) ten million dollars (\$10,000,000) per occurrence. The coverage must be valid in all locations where work is performed and/or data or other information concerning the State's claimants and/or employers is processed or stored.

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

E. If any of the work under the Contract is subcontracted, the Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Procurement Officer with the same documentation as is required of the Contractor.

## SECTION 3 – PROPOSAL FORMAT

### 3.1 Two-Part Submission

- 3.1 Offerors must submit proposals in two separate volumes:
- (a) Volume I - TECHNICAL PROPOSAL
  - (b) 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 **an** unbound original, so identified, and six (6) copies of each volume. An electronic version of both the Volume I- Technical Proposal and the Volume II- Financial Proposal must also be submitted.
- 3.2.3 Electronic media shall bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

### 3.3 Submission

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

### 3.4 Volume I – Technical Proposal

- 3.4.1 Transmittal Letter: A transmittal letter must accompany the Technical Proposal. The transmittal letter shall be signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP, including all addenda. 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: Enclose six (6) copies and one electronic version inside the sealed package described in Section 3.3, above and an unbound original, to be so labeled. 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's 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’s Technical Response to RFP Requirements:

A. General

Contractor shall address each RFP requirement in the Technical Proposal and describe how its proposed services will meet those requirements. If the Judiciary is seeking the Offeror’s 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.

B. Offerors Experience and Capabilities: The Offeror shall include information on past experience with similar engagements. The Offeror shall describe their experience and capabilities through a response to the following: An overview of the Offeror’s experience providing the services. (additional items if needed, plans, timelines, etc.)

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

**1. Past Performance**

Provide a minimum of three (3) project summary references similar to the Judiciary system proposed with over 5000 endpoints.

Each Project Summary must be limited to 1 page and must include:

- Project Name
- Project Address(es)
- Description of Project
- Period of Performance for the Project
- Key Personnel (if also assigned to this project)
- Point of Contact, Email, Phone #

## **2. System Provider/Manufacturer Relationship**

Offeror must describe its relationship with the System Provider/Manufacturer. Note if more than one product is proposed to comprise the overall system please list each separately. The description must include:

- Length of relationship with System Provider/Manufacturer
- Partner Level of the proposed system
- Number of Certified Technicians with associated products proposed
- Number of Technicians within 100 miles of Annapolis, MD
- Quantity of systems sold and maintained over the past 3 years
- Does the Contractor provide systems other than the one being proposed? Please list.
- Letter from Solution provider /Manufacturer stating Contractor is in good standing

- D. **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 (2) years.

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

- F. **Required Affidavits, Schedules and Documents to be submitted by Contractor in the Technical Proposal:**

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

### **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, six (6) copies and one electronic copy of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment 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 BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK**





## SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

### 4.1 Evaluation Criteria

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

### 4.2 Technical Criteria

- 4.2.1 The criteria to be applied to each Technical Proposal are listed in descending order of importance:
- The Offeror’s experience and capabilities, including references.
    - Ability to provide detailed information regarding past experience, including references, of successful implementations that were similar in size, scope and technical requirements. Reference section 3.4.5 (items B and C)
  - Technical response to requirements of RFP Section 2.
    - Ability to clearly define compliance with the Judiciary’s requirements outlined in each of the following sub sections included in the RFP Section 2:
      - Section 2.5 - Network Requirements
      - Section 2.6 - System Requirement
      - Section 2.7 - Contact Center Requirements
      - Section 2.8 - Failure and Redundancy
      - Section 2.9 - Implementation
      - Section 2.10 - Operations and Maintenance
      - Section 2.11 - User Training
  - The Offeror’s project plan and timeline.
    - Ability to present a detailed, logical project plan the clearly defines all tasks required to provide a fully functional solution within the allocated time frame outlined in the RFP. Every task from the time of award to cutover of the last building in Phase I should be included.

### 4.3 Financial Criteria

All qualified Contractor 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:**

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

### **4.4.2 Selection Process Sequence:**

- A. 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.
- B. The Financial Proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the Financial Proposals of Contractor, the Procurement Officer may again conduct discussions.
- C. When in the best interest of the Judiciary, the Procurement Officer may permit Contractor who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- D. 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's determination, technical shall be given greater weight than price factors.

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

## ATTACHMENTS

Attachment A	Contract
Attachment B	Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Pre-Proposal Conference Form
Attachment E	Price Proposal Form
Attachment F	Non-Disclosure Agreement
Attachment G	Contractor Background Check Notice

**ATTACHMENT A – STANDARD CONTRACT AGREEMENT**

**MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS  
STANDARD TERMS AND CONDITIONS**

**Cloud- Based Unified Communications Solution for Maryland Judiciary  
Contract number: K21-0018-29**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the Administrative Office of the Courts (the “AOC”) in the State of Maryland and (**Company Name**), (**Company 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 (**Add language to fit the procurement**) (hereinafter “Goods” or “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 Proposals dated (**Enter RFP Date**) and all amendments and exhibits thereto (collectively referred to as the “RFP”)

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

Exhibit D: Non-Disclosure Agreement

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 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. Any modification to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law and the Maryland Judiciary’s Procurement Policy and procedures.

- 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 (30) days 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 of (x) year beginning at the execution date of the Contract. The AOC, at its sole option, shall have the unilateral right to extend the Contract for up to xx (x), years(s)/month(s) renewal options at its discretion. Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive the expiration or termination of the Contract.

## **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 Request for 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 thirty (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; The Offerorname; 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 should be made no later than thirty (30) 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. 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 may be necessary to remain so qualified;
- 4.2 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- 4.3 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; and
- 4.4 It is responsible for all acts and omissions of its agents, employees, and subcontractors, including, but not limited to violations of the Non-Disclosure Agreement.

#### **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 the 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 costs 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 Maryland Judiciary or any unit hereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall become or be an employee of the Contractor, as provided under MD Code, General Provisions § 5-501, *et seq.*

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

Nothing in this contract shall be construed to create an employment relationship between the AOC and any employee of either the Contractor or the Contractor's 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 AOC within fifteen (15) days of the Procurement Officer's decision for adjudication pursuant to the Maryland Judiciary's Procurement Policy.

#### **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 MD Code, State Government § 12-204. No action relating to this contract shall be brought in any forum other than Maryland, whether or not the AOC is a party to such an action.

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

Contractor shall not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of employees, subcontractors, Contractors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination.

The Contractor shall provide equal opportunity for subcontractors, Contractors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace.

The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Contractor from participating in AOC contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. As a condition of entering into this Contract, the Contractor represents and warrants that every subcontract it has entered into or will enter into for the performance of any of the work under this Contract shall include a clause identical to the non-discrimination language above.

#### **11. Contingent Fee Prohibition**

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

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

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

#### **13. Termination for Cause**

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

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

The performance of work under this Contract may be terminated by the AOC in accordance with this clause in whole or, from time to time, in part whenever the AOC determines that such termination is in



the AOC's best interest. The AOC will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

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

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

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

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

#### **17. Pre-existing Law**

The applicable statutes and regulations of the State of Maryland are hereby incorporated in this Contract.

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

The Contractor shall comply with the provisions of MD Code, State Finance and Procurement § 13-221.

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

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

#### **20. Right to Audit**

20.1 The Contractor shall establish a reasonable accounting system, shall retain and maintain all records and supporting documents and materials 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 of Maryland and/or the AOC, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. The Contractor shall cooperate fully with any audits or investigations conducted by the State of Maryland and/or the AOC.

- 20.2 The AOC reserves the right, at its sole discretion at any time, to perform an audit of the Contractor's performance under this Contract. Auditing is defined as an independent objective assurance and consulting activity performed by qualified personnel including, but not limited to, the AOC's Internal Audit Department, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations, and performance practices (financial or otherwise), the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the Contract services being performed for the AOC.
- 20.3 Upon three (3) business days' notice, the Contractor shall provide the AOC reasonable access to their respective records to verify compliance with the terms of the Contract. The AOC may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the AOC's election. The AOC may copy, at its own expense, any record related to the services performed and provided under this Contract.
- 20.4 The right to audit shall include the Contractor's subcontractors including, but not limited to, any lower tier subcontractor(s) that provide essential support to the Contract services. The Contractor and/or subcontractor(s) shall ensure the AOC has the right to audit such subcontractor(s).

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

In the event of loss of any data or records, which such loss is due to the error, negligence, or intentional act or omission of the Contractor, whether or not related to the performance of this contract, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating all such lost data or records in a manner, format, and time-frame acceptable to the AOC.

## **22. Subcontracting and Assignment**

The Contractor may subcontract any portion of the services provided under this Contract by obtaining the Procurement Officer's prior written approval. The Contractor may assign this Contract, or any of its rights or obligations hereunder, only with 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 of Maryland. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

## **23. Novation and Assignment**

If the Contractor sells its interests in the Contract to another business entity (hereinafter "assignee"), the original Contractor must notify the AOC of the assignment within five (5) business days. The Contractor's assignee and the AOC must sign a novation agreeing to continue with the original terms of the Contract. The assignee must accept all liability on behalf of the Contractor and submit the necessary documentation (i.e. Certificate of Insurance) with identical insurance coverage to the Contractor to the Procurement Officer within five (5) business days of notifying the AOC of the assignment.

## **24. Overtime**

Contractors shall be paid according to the RFP. If overtime pay is not provided for in the RFP, then the Contractor shall not be provided compensation for overtime unless otherwise agreed to in advance, in writing, by the Procurement Officer.

## **25. Indemnification**

- 25.1. The Contractor shall hold harmless and indemnify the AOC from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and costs and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this contract.
- 25.2 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.
- 25.3 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.
- 25.4 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.

## **26. Limitation of Liability**

Without prejudice to the AOC's right to pursue non-monetary remedies, Contractor shall be liable as follows:

- 26.1 For infringement of patents, trademarks, trade secrets, and copyrights, as provided in § 5 of this Contract;
- 26.2 For damages arising out of death or bodily injury or property damage, no limitation; and;
- 26.3 For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form of such actions, the Contractor's liability shall not exceed five (5) times the NTE amount. Notwithstanding the foregoing, the Contractor's liability for third-party claims shall be unlimited.

26.4 For damages arising out of a cyber breach, defined as a breach resulting in actual or potential harm to the AOC’s network, hardware, software, or other information systems.

**27. Public Information Act Notice**

The AOC provides public access to records in accordance with MD Code, General Provisions § 4-101 *et seq.* and the Maryland Rules of Procedure, Rules 16-901 through 16-912. If a request is made to review any records pertaining to this contract, the Contractor may be contacted by the AOC, 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.

**28. Conflict of Interest**

28.1 "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.

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

28.3 The Contractor warrants that, except as disclosed in Section 28.4 below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

28.4 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:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

28.5 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.

**29. Ownership and Rights in Data**

- 29.1 In addition to the requirements stated in the RFP, the Contractor agrees to furnish the AOC with copies of the following: computations, computer files, data, model(s), transmittal letters, response letters, training materials, and all other documents or correspondence pertinent to the operation of **[insert type of Goods or Services]**.
- 29.2 The AOC shall be the owner of all materials developed under this Contract and shall be entitled to use, transfer, disclose, and copy them in any manner, without restriction and without compensation to the Contractor. Without the AOC's prior written consent, Contractor may neither use, execute, reproduce, display, perform, distribute (internally or externally), retain copies of, or prepare derivative works based on, these Materials nor authorize others to perform those acts.
- 29.3 The Contractor agrees that, at all times during the terms of this Contract and thereafter, all materials developed under this Contract, shall be "works for hire" as that term is interpreted under U.S. copyright law. To the extent that any of these materials are not works for hire for the AOC, the Contractor hereby relinquishes, transfers, and assigns to the AOC all of its rights, title, and interest (including all intellectual property rights) in such materials, and shall cooperate with the AOC in effectuating and registering any necessary assignments.
- 29.4 The AOC shall retain full ownership over any materials that the AOC provides to the Contractor under this Contract.

### **30. Notices**

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

**AOC:** (Name of Procurement Officer)  
Administrative Office of the Courts  
187 Harry S. Truman Parkway  
Annapolis, MD 21401

**Contractor:** (Name of Authorized Official or Point of Contact)  
(Title)  
(Company Name and Address)

**SIGNATURES:**

Contractor:  
**(Company Name)**

\_\_\_\_\_  
Signature  
Authorized Representative

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

\_\_\_\_\_  
Printed Name  
Authorized Representative

Title: \_\_\_\_\_

For the Administrative Office of the Courts:

\_\_\_\_\_  
Kevin J. Kelly, Director  
Procurement, Contract and Grant Administration

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

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

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

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

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

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Stephane J. Latour  
Managing Legal Counsel

**ATTACHMENT B –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 or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing Contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business): **if none, so state:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

**D. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

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

**if none, so state:**

---

---

---

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

**I FURTHER AFFIRM THAT:**

- (1) The business was not established, and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):



**if none, so state:**

---

---

---

**F. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

**G. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Contractor 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 means every business entity having a contract, lease, or other agreement, with a single governmental entity involving cumulative consideration of at least \$200,000 with (1) the State, a county, a municipal corporation, or other political subdivision of the State; and (2) a unit of the State shall file a statement of contributions with the State Board of Elections as defined in the Election Law Article §14-104.

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

**I FURTHER AFFIRM THAT:**

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

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

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

**I. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

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

**J. ACKNOWLEDGEMENT**

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

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

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

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

(Authorized Representative and Affiant)

**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:

**if none, so state):**

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

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

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

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

**if none, so state):**

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

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

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

### C. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-109, 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 \$200,000 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. K21-0018-29**

**Project Title: Cloud- Based Unified Communications Solution for Maryland Judiciary**

**Pre-Proposal Conference: September 02, 2020 at 2:00 PM**

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

[karen.hoang@mdcourts.gov](mailto:karen.hoang@mdcourts.gov)

By **August 27, 2020 at 2:00 PM** 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

Cloud- Based Unified Communications Solution for Maryland Judiciary

**PRICE PROPOSAL FOR RFP # K21-0018-29**

**(PHASE I)**

1. Offerors shall respond by completing *Appendix 1.4– Maryland Judiciary Pricing Worksheet* with “**all inclusive**” non-recurring charges (NRC) and monthly recurring charges (MRC) pricing that will represent the basis for comparing competing offerings. Please note, pricing is for completion of Phase I only and does not include Phase II.
2. Offerors should confirm that the NRCs reflect all hardware, software, licensing, and professional services necessary to ensure that The Judiciary will have a fully functional solution. Pricing detail provided by Vendor should include shipping, installation, programming, and whatever else is required.
3. Offerors should also be aware that any proposed MRCs must support all operational requirements, system monitoring and surveillance, reporting, continuing upgrades, and all preventive and corrective maintenance requirements. The stated non-recurring charges (NRC) and recurring monthly charges (MRC) price will establish a firm ADD/DELETE price for adjustments in quantities at The Judiciary’s discretion.
4. In addition to completing *Appendix 1.4 – Maryland Judiciary Pricing Worksheet*, Offerors shall submit a complete **Bill of Materials (BOM)**.
  - There are a total of three (3) pages/tables that need to be completed with pricing. Offerors are required to fill out each highlighted cell. Offerors shall add rows as necessary to capture any additional items required for your proposed solution.
  - Pricing must include any cost associated with the project and should be categorized as One Time Cost (OTC), Monthly Recurring Cost (MRC), Usage based cost such as cost per second/minute. Additionally, the vendor will provide a unit cost itemization for both the initial installation and future Moves, Adds, Changes, Disconnects.
  - Taxes and Fee’s much be shown in the Offerors proposal and the bases of calculation of these taxes and fees must be disclosed.

(This form is to be filled out by Offeror)

Submitted by Authorized Signature
Date:
Print Name and Title:
Company Name:
Company Address;
Telephone:
Federal Tax Identification No.

**ATTACHMENT F – NON-DISCLOSURE AGREEMENT**

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018, 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. **KXX-XXXX-XX**\_\_\_\_\_ (the “Contract”); and

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

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

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

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

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

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



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

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

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



**Administrative Office of the Courts**  

---

**Operations Division**

Effective Immediately

Any Offeror submitting proposals to bid on Maryland Judiciary Engagements for Contractors, Third Party Resources, Temporary Employees, or Training Resources agree that each candidate will supply the following:

- 1. Full Name**
- 2. Phone Number**
- 3. Personal/Private e-mail that has no connection to the employer**

This request will be included within all RFP's effective immediately so prospective employers understand their RFP obligation should they be successful in the sourcing process.

**Candidate Information**

*(Feel free to list multiple candidates if applicable)*

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

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_