



**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

MJUD Master Contract – Staff Augmentation & Professional Consulting Services

Solicitation No. K23-0094-25L

To help us improve the quality of the Administrative Office of the Courts solicitations and to make our procurement process more responsive and business friendly, Offerors may provide comments and suggestions regarding this solicitation by utilizing the Intent to Bid under the Submission section of the solicitation.

The sole point of contact for this solicitation is the Procurement Officer. Offerors are specifically directed NOT to contact any other Maryland 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 Maryland Judiciary personnel or the Maryland Judiciary's contracted consultants may be cause for rejection of the Offeror's proposal.

Unless otherwise stated in this solicitation, the Maryland Judiciary's Procurement Portal will be the sole method of communication during all phases of the solicitation and award process. We encourage Offerors to whitelist emails from the Procurement Portal to ensure relevant emails are not blocked and/or marked as spam. Additionally, Offerors are strongly encouraged to access the Procurement Portal on a regular basis to view and respond to relevant communications.

Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE) are encouraged to respond to this Request for Proposals.

KEY INFORMATION SUMMARY SHEET

Request for Proposals

MJUD Master Contract – Staff Augmentation & Professional Consulting Services

Solicitation No. K23-0094-25L

- RFP Issue Date:** 04/03/2023
- RFP Issuing Office:** Procurement, Contract and Grant Administration
- Procurement Officer:** Savannah Healy
Maryland Judiciary, Administrative Office of the Courts
Department of Procurement, Contract and Grant Administration
187 Harry S. Truman Parkway
Annapolis, MD 21401
410-260-2468
Savannah.Healy@mdcourts.gov
- Proposal Submission:** Submissions are exclusively accepted electronically via the [Procurement Portal](#).
- Important Events:** Refer to the project details and important events on the Procurement Portal for the date and time of the pre-proposal conference (as applicable), site visit(s) (as applicable), deadline for questions, and solicitation closing date & time.
- Contract Term:** The contract term will be from contract execution until 10/31/2026 with the AOC retaining the sole right to exercise two (2) three-year renewal options at its discretion.

During year three (3) and year six (6) of the contract, the AOC intends provide existing Master Contractors the ability to propose for additional functional areas, and for prospective Offerors to propose to become a Master Contractor.
- MBE Subcontracting Goal:** 0% – MBE subcontracting goals shall be established for each request.
- VSBE Subcontracting Goal:** 0% – VSBE subcontracting goals shall be established for each request.



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- Attachment A – Standard Contract Agreement Sample
- Attachment B – Proposal Affidavit
- Attachment C – Contract Affidavit Sample
- Attachment F – Non-Disclosure Agreement Sample

- Attachment 1 – Sample PORFP – Staff Augmentation
- Attachment 2 – Judicial College Usage
- Attachment 3 – Judicial Information Systems Usage



SECTION I. GENERAL INFORMATION

A. SUMMARY STATEMENT

The Administrative Office of the Courts (AOC) issues this Request for Proposals (RFP) to establish a pool of Master Contractors to provide staff augmentation and professional consulting services on an as-needed basis. The AOC intends to award Master Contracts to a pool of Offerors for each of the following six (6) functional areas:

1. Functional Area I – Information Technology (IT) Staff Augmentation Services
2. Functional Area II – Information Technology (IT) Professional Consulting Services
3. Functional Area III – Education/Instructional Staff Augmentation Services
4. Functional Area IV – Education/Instructional Professional Consulting Services
5. Functional Area V – All Other Staff Augmentation Services
6. Functional Area VI – All Other Professional Consulting Services

B. ABBREVIATIONS AND DEFINITIONS

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

1. AOC – Administrative Office of the Courts
2. Contract – A formal, written agreement entered into by the Judiciary for the provision of materials, supplies, and/or services. A Contract sample is attached to this solicitation as Attachment A.
3. Contract Manager – The AOC representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Successful Offeror.
4. Diversity & Outreach Programs – Judiciary Program established to encourage and increase participation in Judiciary procurement by underrepresented or disadvantaged groups. The Program includes Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE).
5. eMMA – eMaryland Marketplace Advantage online procurement platform used to connect the vendor community with contracting opportunities from with the state, county, and local government entities.
6. Extraordinary Personal Event – Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the AOC warrant an extended leave of absence such as extended jury duty or extended military services that precludes the individual from performing their job duties under the contract.
7. Key Personnel – Offeror/Successful Offeror personnel or subcontractor personnel who are to be assigned to this contract if the Offeror receives award.
8. Local Time – Time in the Eastern Standard Time Zone.
9. Master Contractor – An Offeror who is awarded a Master Contract under this RFP.
10. MBE – Minority Business Enterprise means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is at least 51 percent owned and controlled by one or more individuals who are in a minority group (African American, Native American, Hispanic, women, or the physically or mentally disabled) that is socially and economically disadvantaged, and managed and operated by one or more of the socially and economically disadvantaged individuals who own it, and is so certified by the Maryland Department of Transportation.
11. Offeror – An entity that submits a proposal in response to this solicitation.
12. PORFP – Purchase Order Request for Proposals is a formal solicitation for goods and/or services in which the AOC invites Master Contractors to submit a proposal.
13. Procurement Officer – The AOC representative responsible for this solicitation, for the determination of contract scope issues, and the only AOC representative who can authorize changes to the contract.
14. Procurement Portal – Strategic sourcing software allowing the Judiciary to receive and evaluate bids and proposals electronically.
15. RFP – Request for Proposals
16. Successful Offeror – The awarded Offeror.



17. VSBE - Veteran-owned Small Business Enterprise means any legal entity that meets the requirements set by the United States Small Business Administration, that is organized to engage in commercial transactions, and is at least 51 percent owned and controlled by one or more individuals who are Veterans, and who manage the operations of the business, and is so designated in eMMA.

C. PROCUREMENT OFFICER

The sole point of contact in the AOC for purposes of this RFP is the Procurement Officer noted on the Key Information Summary Sheet. The AOC may change the Procurement Officer at any time by written notice to the Offeror. Only information communicated by the Procurement Officer shall be deemed the official position of the AOC. No other State of Maryland or AOC employee, official, or representative has the authority to change the requirements of this solicitation. Attempts by the Offeror to contact members of the evaluation committee, or otherwise circumvent this procedure in any manner may be grounds for disqualification.

D. CONTRACT MANAGER

The Contract Manager for post-award activities will be disclosed to the Successful Offeror. The AOC may change the Contract Manager at any time by written notice to the Successful Offeror.

E. DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for 180 days following: (1) the closing date of proposals, (2) Best and Final Offers (BAFOs), if requested, or (3) the resolution date of any protest concerning this RFP. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

F. REVISIONS TO THE RFP

1. The AOC reserves the right to amend this RFP at any time prior to the proposal closing date and time. If the RFP is revised prior to the proposal closing date and time, the AOC shall post any addenda to the RFP on the Procurement Portal, eMaryland Marketplace Advantage (eMMA), and shall attempt to provide such addenda to all prospective Offerors that received the RFP or are otherwise known by the Procurement Officers to have obtained this RFP. It remains the responsibility of all prospective Offerors to review the Procurement Portal for any addenda issued prior to the submission of proposals.
2. If one (1) or more addenda are issued to this RFP, Offerors shall acknowledge receipt of all addenda on the Procurement Portal. Addenda issued after the closing date and time for proposals will be sent only to those Offerors who submitted a timely proposal.
3. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, clarifications, or corrections set forth in the addendum, and may cause the proposal to be deemed not reasonably susceptible of being selected for award.

G. CANCELLATIONS

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

H. PROTESTS/DISPUTES

Any protest or dispute related to this solicitation, or the resulting Contract shall be subject to the provisions of the Judicial Branch Procurement Policy.

I. MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.



J. ARREARAGES

By submitting a proposal in response to this RFP, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, 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.

K. VERIFICATION OF REGISTRATION AND TAX PAYMENT

1. Before an entity can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation (SDAT), State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit: <https://www.egov.maryland.gov/businessexpress>
2. It is strongly recommended that any potential Offerors complete the registration prior to the closing date for receipt of proposals. An Offeror's failure to complete the registration with SDAT may disqualify an Offeror from final consideration and recommendation for Contract award.

L. FALSE STATEMENTS

Offerors are advised that in connection with a procurement contract, a person may not willfully: Falsify, conceal, or suppress a material fact by any scheme or device; make a false or fraudulent statement or representation of a material fact; use a false writing or document that contains a false or fraudulent statement or entry of a material fact; or aid or conspire with another person to commit any of the aforementioned acts.

M. PRESS RELEASES

The Successful Offeror shall issue no press release to any publication, including newspapers and social media outlets, regarding work being conducted under the resulting contract from this RFP without prior written consent from the AOC.

N. PAYMENTS TO SUCCESSFUL OFFEROR

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

<https://www.marylandtaxes.gov/forms/state-accounting/static-files/GADX10Form.pdf>
2. Payments to the Successful Offeror shall be made not later than thirty (30) days after the acceptance of deliverables, and receipt of a proper invoice from the Offeror. Any charges of interest or the like for late payment are prohibited.
3. The AOC may consider adjustments to rates only upon submission of documented increases and decreases, not less than sixty (60) days prior to the expiration of each contract term; however, in no case will increases or decreases exceed the percentage increase in the Consumer Price Index for All Urban Customers (CPI-U) or Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) as published by the Federal Government for the latest 12-month period.

O. 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 sample of this Agreement is included for informational purposes as Attachment F of this RFP. This signed Agreement must be provided with the Successful Offeror's signed Contract.



P. DAMAGE TO STATE AND PERSONAL PROPERTY

1. The Offeror, their employees, subcontractors, and agents shall be held directly responsible to repair, replace, or restore to its original condition, to the satisfaction of the AOC, 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. The Offeror, 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 of Maryland harmless for such damages.

Q. OFFEROR SECURITY REQUIREMENTS

1. The Successful Offeror, and all Successful Offeror personnel and subcontractor personnel assigned to the Contract, must comply with all applicable federal and state laws, regulations, policies, and AOC policies and procedures for the duration of the contract.
2. The Successful Offeror must comply with the Judicial Information Systems (JIS) Information Security Policy. The Information Security Policy closely aligns with guidelines published by the National Institute of Standards and Technology. The Information Security Policy is available online at: <http://www.mdcourts.gov/procurement/index.html>.
3. The AOC reserves the right to monitor all applicable computer and electronic equipment usage for compliance with its policies.

R. ACCESS TO AOC INFORMATION TECHNOLOGY SYSTEMS

1. The Successful Offeror's personnel shall complete all required paperwork as directed for access to any AOC information systems.
2. The Successful Offeror shall ensure the list of authorized Offeror personnel is always maintained and accurate. The system access rights of Successful Offeror personnel must be updated no later than twenty-four (24) hours after notification of the change in status; therefore, the Successful Offeror shall immediately notify the Contract Manager and JIS Information Security of any termination of Successful Offeror personnel or if any approved Successful Offeror personnel no longer require access to an AOC system. The AOC security identification badge and all issued AOC assets must be immediately returned to the Contract Manager.
3. To ensure compliance with the JIS Information Security Policy, the approval, configuration, and monitoring of secured remote access into AOC systems will be processed by JIS staff. All remote connections that utilize a shared infrastructure must utilize encryption for transmission of data and authentication.
4. Any software used to meet the requirements of this solicitation, on any AOC system, must be included in the Offeror's proposal. Software must be assessed by JIS and approved by the JIS Chief Information Officer. At the discretion of JIS, proposed software may be determined to be a risk to system and information integrity security controls and therefore rejected. If software is to be used remotely, the Judiciary shall control the method of access to our network via Virtual Private Network (VPN), firewall configurations, and/or segregating remote machine access within our environment.
5. Offerors using an As-a-Service (e.g., infrastructure, software, platform, hardware) subservice hosting provider (e.g., Microsoft Azure, Amazon Web Services, Google Cloud Platform) must submit a current Service Organization Control (SOC) 2 Type II report, or equivalent (as determined by the AOC), for the subservice and for the As-a-Service service provider. A SOC 2 Type II report for the subservice alone does not meet the requirements of this solicitation.



S. ACCESS AND BACKGROUND CHECKS (AS APPLICABLE PER PORFP)

1. Successful Offeror may be required to submit the following information for AOC engagements for Successful Offeror personnel, subcontractors, third-party resources, temporary employees, and training candidates:
 - a. Full Name.
 - b. Phone Number.
 - c. Personal/Private email with no connection to employer.
 - d. Emergency contact information.
2. Site visits to any AOC location must be coordinated by AOC staff with the designated site personnel in advance of any visit.
3. Any Successful Offeror personnel working at AOC locations, or on AOC systems or projects, or who have access to AOC or State criminal data or systems, must be approved in writing by the Procurement Officer prior to beginning work.
4. All Successful Offeror personnel working on AOC premises, property, systems or projects, contracts, or who have access to AOC or State criminal data or systems, may be required to obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check prior to beginning work. The AOC reserves the right to refuse to allow any Successful Offeror personnel to begin work based upon criminal records.
5. All Successful Offeror personnel assigned to work at AOC locations may be required to obtain an AOC security identification badge prior to beginning work, and annually thereafter. The Successful Offeror is responsible for any fees that may be incurred for initial issuance of the badge and for any replacement.
6. The security identification badge shall always be displayed while on AOC premises. To verify identity, the Successful Offeror personnel shall be prepared to provide photo identification upon request by an AOC employee.
7. Successful Offeror personnel are required to immediately notify the Contract Manager, the Administrative Official of the respective department or office or the Contract Manager, if their security identification badge is lost or stolen.
8. The Successful Offeror personnel must notify the 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 Successful Offeror personnel are also required to provide regular updated information regarding the status of any of these court actions.
9. The Contract Manager, in conjunction with the Chief of the Office of Security Administration and the Procurement Officer, may impose restrictive conditions in response to prior criminal convictions, pending criminal charges, or a violation of AOC procedures, including removal from the contract, and/or restricted access to AOC locations or systems.
10. In the event of a security incident or suspected security incident, the Successful Offeror personnel shall immediately notify the Contract Manager.
11. The Successful Offeror personnel shall cooperate fully in all security incident investigations.
12. During the contract, if necessary, for the delivery of goods and services, the Successful Offeror may be provided an AOC asset in the form of a cell phone, laptop, or other electronic device. All AOC devices are the property of the AOC and must be returned in working, acceptable condition at the



contract's conclusion. If said devices are not in working acceptable conditions, Successful Offeror may be responsible for the cost of said device(s). All devices must be regularly updated as specified by the manufacturer and JIS and must adhere to all confidentiality guidelines as provided by JIS and the AOC.

13. If the AOC determines that there is cause for the Successful Offeror's work to be suspended, the Successful Offeror shall take the following steps:
 - a. Immediately cease to represent itself as providing services to the AOC.
 - b. Deliver to the AOC: (a) a report describing the current state of the Deliverables provided by the Successful Offeror 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. The Successful Offeror 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 Successful Offeror 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 Successful Offeror. Successful Offeror shall be liable to the AOC for all assets not surrendered.

T. DISTRICT COURT ACCESS AND BACKGROUND CHECKS (AS APPLICABLE PER PORFP)

1. Successful Offeror may be required to submit the following information for AOC engagements for Successful Offeror personnel, subcontractors, third-party resources, temporary employees, and training candidates:
 - a. Full Name.
 - b. Phone Number.
 - c. Personal/Private email with no connection to employer.
 - d. Emergency contact information.
2. Site visits to any District Court location must be coordinated by AOC staff with the designated site personnel in advance of any visit.
3. Any Successful Offeror personnel working at District Court locations, or on District Court systems or projects, or who have access to AOC or State criminal data or systems, must be approved in writing by the Administrative Judge of the District prior to beginning work.
4. All Successful Offeror personnel working on District Court premises, property, systems or projects, contracts, or who have access to AOC or State criminal data or systems, must have a District Court approved criminal background check prior to beginning work. The AOC reserves the right to refuse to allow any Successful Offeror personnel to begin work based upon criminal records.
 - a. The Successful Offeror shall furnish to the District Court a completed Authorization for Access to Records form no later than ten (10) days prior to the commencement of work.
 - b. A completed Authorization for Access to Records form shall be completed for each Successful Offeror personnel entering District Court premises for work.
5. All Successful Offeror personnel assigned to work at District Court locations may be required to obtain an AOC security identification badge prior to beginning work, and annually thereafter. The Successful Offeror is responsible for any fees that may be incurred for initial issuance of the badge and for any replacement.



6. The security identification badge shall always be displayed while on District Court premises. To verify identity, the Successful Offeror personnel shall be prepared to provide photo identification upon request by a Judiciary employee.
7. Successful Offeror personnel are required to immediately notify the Director of District Court Engineering and Central Services Department if their security identification badge is lost or stolen.
8. The Successful Offeror personnel must notify the Director of District Court Engineering and Central Services Department 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 Successful Offeror personnel are also required to provide regular updated information regarding the status of any of these court actions.
9. The Director of District Court Engineering and Central Services Department, in conjunction with the Chief of the Office of Security Administration and the Procurement Officer, may impose restrictive conditions in response to prior criminal convictions, pending criminal charges, or a violation of AOC procedures, including removal from the contract, and/or restricted access to AOC locations or systems.
10. In the event of a security incident or suspected security incident, the Successful Offeror personnel shall immediately notify the Director of District Court Engineering and Central Services Department.
11. The Successful Offeror personnel shall cooperate fully in all security incident investigations.
12. During the contract, if necessary, for the delivery of goods and services, the Successful Offeror may be provided an AOC asset in the form of a cell phone, laptop, or other electronic device. All AOC devices are the property of the AOC and must be returned in working, acceptable condition at the contract's conclusion. If said devices are not in working acceptable conditions, Successful Offeror may be responsible for the cost of said device(s). All devices must be regularly updated as specified by the manufacturer and JIS and must adhere to all confidentiality guidelines as provided by JIS and the AOC.
13. If the District Court determines that there is cause for the Successful Offeror's work to be suspended, the Successful Offeror shall take the following steps:
 - a. Immediately cease to represent itself as providing services to the District Court.
 - b. Deliver to the District Court: (a) a report describing the current state of the Deliverables provided by the Successful Offeror under this Agreement and any applicable Statements of Work outstanding as of the date of termination; (b) all District Court Confidential information in its possession or, at District Court's option, destroy all such District Court Confidential information; and (c) all work product to the District Court 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. The Successful Offeror is responsible for all District Court 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 Successful Offeror at the District Court's cost. All District Court issued assets are required to be surrendered to the District Court 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 Successful Offeror. Successful Offeror shall be liable to the District Court for all assets not surrendered.

U. REQUIRED POLICIES, GUIDELINES, AND METHODOLOGIES



The Offeror 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 AOC. The Offeror 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:

1. 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.
2. The Administrative Office of the Courts Judicial Information Systems Security Policy.

V. SUBSTITUTION OF KEY PERSONNEL

1. Continuous Performance of Key Personnel
 - a. Key Personnel shall be available to perform Contract requirements as of the Notice to Proceed Date. Unless explicitly authorized by the Contract Manager or specified in the Contract, Key Personnel shall be assigned to the AOC as a dedicated resource.
 - b. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Proposal. Key Personnel may not be removed by the Successful Offeror from working under the Contract without the prior written approval of the Contract Manager.
 - c. The provisions of this section apply to Key Personnel identified in any proposal, bid, or contract.
2. General Substitution Provisions
 - a. The Successful Offeror shall demonstrate to the Contract Manager's satisfaction that the proposed substitute has qualifications at least equal to those of the Successful Offeror personnel proposed to be replaced.
 - b. The Successful Offeror shall provide the Contract Manager with a substitution request that shall include:
 - (1) A detailed explanation of the reason(s) for the substitution request;
 - (2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
 - (3) The official resume of the current personnel for comparison purposes; and
 - (4) Evidence of any required credentials.
 - c. The Contract Manager may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
 - d. The Contract Manager will notify the Successful Offeror in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Manager will not unreasonably withhold approval of a proposed Successful Offeror personnel replacement.
3. Substitution Circumstances
 - a. Directed Key Personnel Replacement
 - (1) The Contract Manager may direct the Successful Offeror to replace any Successful Offeror personnel who, in the sole discretion of the Contract Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, AOC policies, or Contract requirements. In most cases, a directed personnel replacement will occur only after the following:
 - i If deemed appropriate, at the discretion of the Contract Manager, written notice may be given to the Successful Offeror for any Successful Offeror personnel performance issues, describing the problem and delineating the remediation requirement(s).



1. The Successful Offeror shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Manager.
 2. If the Contract Manager rejects the Remediation Plan, the Successful Offeror shall revise and resubmit the plan to the Contract Manager within five (5) days, or in the timeframe set forth by the Contract Manager in writing.
- ii If performance issues persist despite an approved Remediation Plan, the Contract Manager may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Successful Offeror personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Successful Offeror personnel at issue.
- (2) Replacement or substitution of Successful Offeror personnel under this section shall be in addition to, and not in lieu of, the AOC remedies under the Contract or which otherwise may be available at law or in equity.
 - (3) If the Contract Manager determines the need for direct personnel replacement, at least fifteen (15) days advance notice shall be given to the Successful Offeror, if possible. However, if the Contract Manager deems it necessary and in the AOC best interests to remove the Successful Offeror personnel with less than fifteen (15) days' notice, the Contract Manager may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
 - (4) In circumstances of directed removal, the Successful Offeror shall, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first, in accordance with the provisions of this section.
- b. Key Personnel Replacement by Successful Offeror
- (1) To replace any Key Personnel in a circumstance other than the substitution provisions and circumstances above, including transfers and promotions, the Successful Offeror shall submit a substitution request to the Contract Manager at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Manager approves the substitution in writing.
 - (2) Key Personnel Replacement Due to Sudden Vacancy
 - i The Successful Offeror shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under Section I.V.3.b(1).
 - ii The Successful Offeror shall identify a suitable replacement and provide the same information and items required under Section I.V.2 within fifteen (15) days of the actual vacancy occurrence or from when the Successful Offeror first knew or should have known that the vacancy would be occurring, whichever is earlier.
 - (3) Key Personnel Replacement Due to an Indeterminate Absence
 - i If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Successful Offeror shall identify a suitable replacement and provide the same information and items to the Contract Manager in Section I.V.2.
 - ii However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract



Manager, the Contract Manager may, at their sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Substitution within thirty (30) days after Contract execution
 - a. Within thirty (30) days after Contract execution, the Successful Offeror may not substitute proposed Key Personnel except under the following circumstances:
 - (1) Full-time personnel employed directly by the Successful Offeror.
 - i Vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel.
 - (2) Temporary staff, subcontractors or 1099 contractors.
 - i Vacancy occurs due to an Incapacitating event or the death of such personnel.
 - b. To qualify for such substitution, the Successful Offeror must demonstrate to the AOC satisfaction the event necessitating substitution.
 - c. Proposed substitutions shall be of equal caliber or higher, in the AOC sole discretion.
 - d. Proposed substitutes deemed by the AOC to be less qualified than the originally proposed individual may be grounds for post-award termination.

END OF SECTION I.



SECTION II. INSTRUCTIONS TO OFFERORS

A. CONTRACT TYPE

The Contracts that result from this RFP shall be based on Indefinite Delivery, Indefinite Quantity (IDIQ).

B. PROCUREMENT METHOD

The Contract resulting from this RFP shall be awarded in accordance with the Request for Proposals (RFP) process under the Judicial Branch Procurement Policy.

C. AWARD BASIS

Contracts shall be awarded to the responsible Offerors submitting the proposals that have been determined to be the most advantageous to the AOC, considering price and evaluation factors set forth in this RFP, for providing the goods and/or services as specified in this RFP.

The AOC intends to make multiple awards (i.e., unlimited) under this RFP to establish a pool of Master Contractors for any required services in each applicable functional area (i.e., I-VI). The AOC will issue PORFPs to Master Contractors based on functional area.

D. PRE-PROPOSAL CONFERENCE

1. A Pre-proposal Conference and site visit (as applicable) will be held on the date and time, and at the location indicated in the project details and important events sections of the solicitation on the Procurement Portal.
 - a. The Pre-proposal Conference will be held virtually, Offerors shall use the registration/meeting link located in the important events section of the solicitation on the Procurement Portal.
2. Attendance at the Pre-proposal Conference is encouraged to facilitate better preparation of proposals. If the solicitation includes an MBE or VSBE goal, failure to attend the Pre-proposal Conference will be taken into consideration as part of the evaluation of an Offeror's good faith effort if there is a waiver request.
3. If there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) business days prior to the Pre-proposal Conference. The AOC will make a reasonable effort to provide such special accommodations.

E. QUESTIONS

1. Offerors shall direct all communication regarding this RFP to the Procurement Officer. Submit questions to the Procurement Officer, by email, or through the opportunity Q&A section on the Procurement Portal no later than the date indicated on the solicitation.
2. The Procurement Officer, based on the availability of time to research and communicate, shall answer questions at their discretion prior to the proposal closing date and time.
3. Answers to all substantive questions that are not clearly specific only to one (1) Offeror will be answered via Addenda and will be furnished to all potential Offerors known to have received the RFP as posted on the Procurement Portal and posted on eMMA.
4. The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the AOC unless issued in writing as an addendum.

F. PROPOSAL CLOSING DATE & TIME

1. Proposals must be received through the Procurement Portal not later than the date and time indicated on the solicitation. Offerors shall allow sufficient time to complete the submission process on the Procurement Portal. Untimely proposals will not be considered.



2. Proposals may be modified or withdrawn by the Offeror through the Procurement Portal any time before the date and time set forth in the solicitation.
3. Unless specifically requested, proposals not submitted electronically through the Procurement Portal will not be accepted.

G. ORAL PRESENTATIONS & DISCUSSIONS

1. Offerors may be required to participate in oral presentations. Oral Presentations are considered part of the Proposal. Material representations made by an Offeror during the oral presentation shall be submitted in writing. Any such representations will become part of the Offeror's proposal and are binding if the Contract is awarded.
2. The AOC may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the AOC also reserves the right to make an award without holding discussions. With or without discussions, the AOC 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 prior to contract award.

H. INCURRED EXPENSES

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

I. ECONOMY OF PREPARATION

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

J. PUBLIC ACCESS TO JUDICIAL RECORDS

1. An Offeror shall specifically identify those portions of its proposal that it considers confidential, proprietary commercial information, or trade secret, and provide justification why such materials, upon request, shall not be disclosed by the AOC under Title 16, Chapter 900 of the Maryland Rules.
2. The inspection of Judiciary procurement documents shall be governed exclusively by the Judicial Branch Procurement Policy. Procurement documents are presumed to be open to the public for inspection, except as otherwise provided by the Judicial Branch Procurement Policy.

K. OFFEROR RESPONSIBILITIES

1. Offerors shall be responsible for all goods and/or services and requirements set forth in this RFP including the contract performance of any subcontractor participation.
2. If the Successful Offeror requires the use of a subcontractor for performance under an awarded PORFP and the subcontractor that was not identified in the PORFP response or the role of a proposed subcontractor otherwise changes, the Successful Offeror shall obtain approval from the Contract Manager. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) shall be identified as provided in the appropriate MBE/VSBE forms attached to this RFP.
3. 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, signed by an authorized representative of the parent organization, stating that the



parent organization consents to the terms of the RFP and will guarantee the performance of the subsidiary.

4. A parental guarantee of the performance of the Offeror under this section will not automatically result in crediting the Offeror with the experience or qualification of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. The Offeror will be evaluated on the extent to which the AOC determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the contract, and the value of the parent's participation as determined by the AOC.
5. The Successful Offeror will be required to follow all current Judiciary protocols referencing pandemic flu or other infectious diseases including, but not limited to, proof of vaccination, producing negative COVID tests, completing/passing an initial screening questionnaire, non-contact temperature taking, the wearing of personal protective equipment (e.g., face mask), and practicing appropriate social distancing. Failure to comply with any of the Judiciary's protocol could result in being denied entry into Judiciary workspace, and mitigation up to and including contract termination.

L. ACCEPTANCE OF TERMS & CONDITIONS

1. By submitting a proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Standard Contract Agreement Sample attached hereto as Attachment A.
2. A proposal that takes exception to these terms will be rejected and therefore determined to be not reasonably susceptible of being selected for award.
3. By submitting a proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the contract.

M. ACCEPTANCE OF SERVICES

1. The Contract Manager or his/her designated representative has authority to determine the acceptable level of service.
2. When the Contact Manager or his/her designee determines that the Successful Offeror service is unsatisfactory, the Successful Offeror 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.

N. DIVERSITY & OUTREACH PROGRAMS

The objective of the Diversity & Outreach Programs is to encourage and increase participation in AOC procurements by Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE).

1. Minority Business Enterprise
MBEs are encouraged to respond to this solicitation notice as Prime Contractors. To participate as an MBE in AOC procurements, MBEs must be certified by the Maryland Department of Transportation (MDOT). Additional information regarding certification can be located on the MDOT Website: <https://www.mdot.maryland.gov/tso/Pages/Index.aspx?PageId=90>
 - a. There is no MBE goal established for this master solicitation. MBE goals shall be established for each individual PORFP issued under the resulting award, per Section II.N.3. of this RFP.
2. Veteran-owned Small Business Enterprise



VSBEs are encouraged to respond to this solicitation notice as Prime Contractors. VSBEs must complete three (3) steps: Vendor Registration, Veteran Verification, and VSBE Certification. These steps are outlined by the State of Maryland VSBE program. Additional information regarding certification can be located at: <https://gomdsmallbiz.maryland.gov/Pages/VSBE-Program.aspx>

- a. There is no VSBE goal established for this master solicitation. VSBE goals shall be established for each individual PORFP issued under the resulting award, per Section II.N.3. of this RFP.
3. The AOC will assess the potential for an MBE and/or VSBE subcontractor participation goal for each PORFP with an estimated value exceeding \$200,000.00 issued under the resultant Master Contract, and if appropriate, will set a goal.
 - a. The AOC reserves the right to set an MBE and/or VSBE subcontractor participation goal for PORFPs with an estimated value of \$200,000.00 or less.
 - b. PORFPs will include instructions for MBE and/or VSBE subcontractor participation goals (as applicable).

O. INSURANCE

1. The Successful Offeror shall maintain, at minimum, the insurance coverages outlined in this section, or any minimum requirements established by law, if higher, for the duration of the contract, including option periods, if exercised. 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.
2. All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Successful Offeror, at least sixty (60) days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Maryland Administrative Office of the Courts.
3. 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, and shall not be construed as relieving or excusing the Successful Offeror from any liability or obligation imposed upon it by the provisions of the Contract.
4. The following type(s) of insurance and minimum amount(s) of coverage are required and may be satisfied by either individual policies or a combination of individual policies and an umbrella policy:
 - a. Commercial General Liability
 - (1) \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury, and \$2,000,000 annual aggregate.
 - (2) A combined single limit per occurrence of \$2,000,000 is acceptable.
 - b. Worker's Compensation
 - (1) \$500,000 each accident.
 - (2) \$500,000 each disease for each employee.
 - (3) \$500,000 each disease per policy limit.
 - (4) Coverage must be valid in all states where work is performed.
5. The following type(s) of insurance and minimum amount(s) of coverage may be required and may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The AOC will identify the applicability of the insurance requirements below in each individual PORFP issued under the RFP.



- a. Comprehensive Automobile Liability
 - (1) \$1,000,000 Bodily Injury
 - (2) \$1,000,000 Property Damage
 - (3) The Successful Offeror shall maintain Automobile and/or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

- b. Cyber Liability & Data Breach Insurance
 - (1) \$5,000,000 per occurrence for any service offering by the Successful Offeror.
 - (2) The coverage must be valid in all locations where work is performed and/or data or other information concerning the AOCs claimants and/or employers is processed or stored.

- c. Professional Liability/Errors & Omissions (E&O)
 - (1) \$1,000,000 per combined single per occurrence.
 - (2) \$2,000,000 annual aggregate.

- 6. The insurance required above shall provide adequate protection for the Successful Offeror against claims which may arise from the Contract, whether such claims arise from operations performed by the Successful Offeror or by anyone directly or indirectly employed by the Successful Offeror, and 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.

- 7. If any of the work under the Contract is subcontracted, the Successful Offeror 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 Successful Offeror.

P. 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.

Q. CONTRACT AFFIDAVIT

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the Successful Offeror will be required to complete a Contract Affidavit. A sample 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 recommendation for award.

END OF SECTION II.



SECTION III. SCOPE OF WORK

A. SUMMARY

The AOC is seeking proposals from prospective Offerors to provide staff augmentation and professional consulting services on an as-needed basis. The Master Contract resulting from this RFP shall provide the AOC with flexibility for obtaining staff augmentation and professional consulting services quickly and efficiently by issuing Purchase Order Request for Proposals (PORFPs) on an as needed basis. There is no guaranteed minimum usage or guarantee of any specific project under the resulting Master Contract.

The AOC intends to award Master Contracts to a pool of Offerors for each of the following six (6) functional areas:

1. Functional Area I – Information Technology (IT) Staff Augmentation Services
2. Functional Area II – Information Technology (IT) Professional Consulting Services
3. Functional Area III – Education/Instructional Staff Augmentation Services
4. Functional Area IV – Education/Instructional Professional Consulting Services
5. Functional Area V – All Other Staff Augmentation Services
6. Functional Area VI – All Other Professional Consulting Services

B. BACKGROUND INFORMATION

The AOC currently solicits for Offeror resource(s) (i.e., staff augmentation) and professional consulting services on an as-needed basis through project specific Request for Proposals (RFPs). In an effort to reduce the administrative burden of these RFPs and to shorten the procurement process for both the AOC and Offerors, the AOC seeks to establish a Master Contract for staff augmentation and professional consulting services.

The AOC has many departments/areas (e.g., Judicial Information Systems, Judicial College) that utilize staff augmentation and professional consulting services. The following information is based on historical data and is presented to allow Offerors to understand the types of work that may be requested under this RFP. The following attachments include high-level subject areas and/or potential resource positions that may be used as a single resource for staff augmentation, or a team of resources for professional consulting services:

1. Attachment 2 – Judicial College Usage
2. Attachment 3 – Judicial Information Systems Usage

C. OFFEROR MINIMUM QUALIFICATIONS

The Offeror shall have three (3) years of experience in providing recruitment, staffing, and/or providing professional consulting services as applicable for the proposed functional area(s).

D. SCOPE OF WORK

1. General
 - a. The scope of work contained herein is intended to outline the general requirements under this RFP. Specific details of scope and timeline will be provided in each individual PORFP.
 - b. Master Contractors shall keep itself informed of and comply with all applicable Federal, State and local laws, regulations, ordinances, policies, standards and guidelines affecting projects applicable to its activities and obligations under this Contract, as those laws, policies, standards and guidelines may be amended from time to time, and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract. It is the responsibility of the Master Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution.



- c. As applicable, data, databases and derived data products created, collected, or manipulated as part of a PORFP shall become the property of the AOC.
- d. As applicable, upon a Master Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Master Contractor's dissolution, Master Contractor's merger with or acquisition by another company or contractor, discontinuance of support of any software or system, the Master Contractor shall convey to the AOC all rights, title, and interests in all custom software, licenses, software source codes, and all associated Software Source Code Documentation that comprises any solutions proposed as a part of the Master Contract or PORFP Agreement. These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the AOC, said software, software documentation, licenses, software source codes, and Software Source Code Documentation.
- e. As applicable, Offeror shall follow the project management methodologies that are consistent with the Project Management Institutes (PMI) Project Management Body of Knowledge (PMBOK) Guide.
- f. While Successful Offerors may propose subcontractors to support fulfilling the requirements of a PORFP issued under this Master Contract, the AOC will not accept subcontracting in any Proposal from an Offeror to this RFP to support fulfilling any gap in experience for any functional area. Proposals offering such an arrangement shall be deemed not reasonably susceptible of being selected for award, in accordance with Section V.C.1. of this RFP.

2. Functional Areas:

a. Functional Area I – Information Technology (IT) Staff Augmentation Services

- (1) Purpose – Provide temporary staffing support to the AOC in order to meet specific business needs.
- (2) Scope – Provision of qualified personnel to the AOC on a temporary basis, with the goal of augmenting the AOC's existing workforce. The resources provided by the Offeror shall be skilled in the required areas and shall be able to perform the duties and responsibilities as outlined in the issued PORFP. The resources shall work closely with the AOC's existing team and follow the policies and procedures of the AOC's organization (as applicable).
- (3) Duration – Each project duration shall be determined by the AOC's needs and Offerors shall provide resources to the AOC on a full-time or part-time basis, as set forth in the PORFP.
- (4) Deliverables – Each project may specify deliverables including, but are not limited to, completion of specific tasks, production of deliverables or reports, and the provision of support to the AOC's existing team.
- (5) Compensation – Each project shall request an hourly or daily rate for a resource for a fixed price or time and materials, or any other contract type, as set forth in the PORFP.
- (6) Examples or Potential Services – Refer to Attachment 3 – Judicial Information Systems Usage.

b. Functional Area II – Information Technology (IT) Professional Consulting Services

- (1) Purpose – Provide IT professional consulting services to the AOC in order to meet specific business needs.



- (2) Scope – Provision of expert advice and guidance to the AOC on design, implementation, and maintenance of information systems. This may include assistance with system selection, assessments, project management, integration, and optimization, as well as the development of custom solutions to meet the specific business needs of the AOC. The resource(s) provided by the Offeror shall be skilled in the required areas and shall be able to perform the duties and responsibilities as outlined in the issued PORFP. The resources may be required to work closely with the AOC’s existing team and follow the policies and procedures of the AOC’s organization (as applicable).
- (3) Duration – Each project duration shall be determined by the AOC’s needs, and informed by Master Contractor responses to the PORFPs, depending on the scope and complexity of the required IT professional consulting services. A detailed project plan may be required in a PORFP and shall outline specific tasks to be completed and the timeline for completion (as applicable).
- (4) Deliverables – Each project may specify deliverables including, but are not limited to, the development of system design documents, creation of custom software solutions, selection and implementation of off-the-shelf software, and completion of specific tasks or projects.
- (5) Compensation – Each project shall request an hourly or daily rate for each resource for a fixed price or time and materials, or a task/deliverable rate at a fixed price, or any other contract type, as set forth in the PORFP.
- (6) Examples or Potential Services – Refer to Attachment 3 – Judicial Information Systems Usage.

c. Functional Area III – Education/Instructional Staff Augmentation Services

- (1) Purpose – Provide temporary staffing support to the AOC in order to meet specific business needs.
- (2) Scope – Provision of qualified personnel to the AOC on a temporary basis, with the goal of augmenting the AOC’s existing workforce. The resources provided by the Offeror shall be skilled in the required areas and shall be able to perform the duties and responsibilities as outlined in the issued PORFP. The resources shall work closely with the AOC’s existing team and follow the policies and procedures of the AOC’s organization (as applicable).
- (3) Duration – Each project duration shall be determined by the AOC’s needs and Offerors shall provide resources to the AOC on a full-time or part-time basis, as set forth in the PORFP.
- (4) Deliverables – Each project may specify deliverables including, but are not limited to, completion of specific tasks, production of deliverables or reports, and the provision of support to the AOC’s existing team.
- (5) Compensation – Each project shall request an hourly or daily rate for a resource for a fixed price or time and materials, or any other contract type, as set forth in the PORFP.
- (6) Examples or Potential Services – Refer to Attachment 2 – Judicial College Usage.

d. Functional Area IV – Education/Instructional Professional Consulting Services



- (1) Purpose – Provide Education/Instructional professional consulting services to the AOC in order to meet specific business needs.
- (2) Scope – Expertise in developing and executing high quality, results-driven, engaging training, and applications of concepts for transfer into the workplace. This may include developing self-paced distance learning using elearning authoring tools, such as, but not limited to, Articulate Storyline and Rise or both in-person and virtual instructor-led training deliveries. The resource(s) provided by the Offeror shall be skilled in the required areas and shall be able to perform the duties and responsibilities as outlined in the issued PORFP. The resources may be required to work closely with the AOC’s existing team and follow the policies and procedures of the AOC’s organization (as applicable).
- (3) Duration – Each project duration shall be determined by the AOC’s needs, and informed by Master Contractor responses to the PORFPs, depending on the scope and complexity of the required education/instructional professional consulting services. A detailed project plan may be required in a PORFP and shall outline specific tasks to be completed and the timeline for completion (as applicable).
- (4) Deliverables – Each project may specify deliverables including, but are not limited to, course outline development, prototypes, curriculum development, program resources, course delivery via approved learning content digital file format such as SCORM packaging or facilitation of the instructor-led training.
- (5) Compensation – Each project shall request an hourly or daily rate for each resource for a fixed price or time and materials, or a task/deliverable rate at a fixed price, or any other contract type, as set forth in the PORFP.
- (6) Examples or Potential Services – Refer to Attachment 2 – Judicial College Usage.

e. Functional Area V – All Other Staff Augmentation Services

- (1) Purpose – Provide temporary staffing support to the AOC in order to meet specific business needs.
- (2) Scope – Provision of qualified personnel to the AOC on a temporary basis, with the goal of augmenting the AOC’s existing workforce. The resources provided by the Offeror shall be skilled in the required areas and shall be able to perform the duties and responsibilities as outlined in the issued PORFP. The resources shall work closely with the AOC’s existing team and follow the policies and procedures of the AOC’s organization (as applicable).
- (3) Duration – Each project duration shall be determined by the AOC’s needs and Offerors shall provide resources to the AOC on a full-time or part-time basis, as set forth in the PORFP.
- (4) Deliverables – Each project may specify deliverables including, but are not limited to, completion of specific tasks, production of deliverables or reports, and the provision of support to the AOC’s existing team.
- (5) Compensation – Each project shall request an hourly or daily rate for a resource for a fixed price or time and materials, or any other contract type, as set forth in the PORFP.

f. Functional Area VI – All Other Professional Consulting Services



- (1) Purpose – Provide professional consulting services to the AOC in order to meet specific business needs.
- (2) Scope – Provision of expert advice and guidance to the AOC. The resource(s) provided by the Offeror shall be skilled in the required areas and shall be able to perform the duties and responsibilities as outlined in the issued PORFP. The resources may be required to work closely with the AOC’s existing team and follow the policies and procedures of the AOC’s organization (as applicable).
- (3) Duration – Each project duration shall be determined by the AOC’s needs, and informed by Master Contractor responses to the PORFPs, depending on the scope and complexity of the required professional consulting services. A detailed project plan may be required in a PORFP and shall outline specific tasks to be completed and the timeline for completion (as applicable).
- (4) Deliverables – Each project may specify deliverables including, but are not limited to, the completion of specific tasks or projects.
- (5) Compensation – Each project shall request an hourly or daily rate for each resource for a fixed price or time and materials, or a task/deliverable rate at a fixed price, or any other contract type, as set forth in the PORFP.

3. Invoicing

- a. After acceptance of completed work, Offeror shall submit invoices to the email address provided in the PORFP.
 - (1) At the discretion of the AOC, Offeror may be allowed to receive progress/partial payments for larger projects spanning multiple months.
 - (2) For staff augmentation services, Offeror shall invoice every two (2) weeks or longer, as agreed upon with the Contract manager or as outlined in the applicable PORFP.
- b. At minimum, invoices shall include the following information. Invoices submitted without the minimum information below may not be paid until corrected by the Master Contractor.
 - (1) Master Contractor name.
 - (2) Phone & email of the Master Contractor point-of-contact.
 - (3) Remittance address.
 - (4) Billing name and address of project location.
 - (5) Itemized Services (e.g., resource position, hours, hourly rate, deliverable, etc.)
 - (6) Invoice period, date, and number.
 - (7) Invoice amounts due.
 - (8) Purchase Order Number.
- c. Offeror shall not charge any fees for creating a proposal or attending an interview for a PORFP.
- d. The AOC reserves the right to establish retainage for any PORFP issued under this Master Contract, provided that no retainage exceeds 10%. Retainage conditions, including the percentage of retainage, whether retainage is cumulative, and the timeframe(s) and conditions(s) for release of retainage will be defined in the PORFP.

E. PORFP PROCEDURES

1. The AOC will issue PORFPs as follows:
 - a. The Procurement Officer, or designee, shall issue the PORFP to each Master Contractors’ point-of-contact (POC) for the applicable functional area via the Procurement Portal. The



PORFP may specify terms and conditions in addition to the terms and conditions of the Contract and this RFP.

- b. Upon receipt of the PORFP, the Master Contractor shall not correspond with any other Maryland Judiciary Employee about the PORFP, except for the Procurement Officer, or designee, until the final award has been issued. Unauthorized contact with any Judiciary personnel or the Judiciary's contracted consultants may be cause for rejection of the Master Contractor's proposal.
 - c. The Master Contractor shall submit their Proposal in the manner requested in the PORFP. To be considered for award, the Proposal must contain a response to the PORFP's requested submittals.
 - d. The Purchase Order shall be awarded to the Master Contractor whose proposal is determined to be the most advantageous to the Judiciary, considering price and other evaluation factors set forth in the PORFP.
2. A sample of the PORFP format for Functional Area I – Information Technology (IT) Staff Augmentation Services has been included as Attachment 1 to this RFP. The AOC will issue PORFPs in a similar format for other functional areas.
 3. PORFPs awarded under this Master Contract shall survive the expiration or termination of this Master Contract, including all terms and conditions of this RFP and the Master Contract, so long as they are awarded prior to the expiration or termination of the Master Contract.

END OF SECTION III.



SECTION IV. PROPOSAL FORMAT

A. PROPOSAL SUBMISSION

1. Offerors shall submit their Proposal in accordance with the required and optional submittals as defined in Section IV.B of this RFP, and the Procurement Portal. By submitting a response in the Procurement Portal, the submitting individual certifies they are authorized to bind the Offeror to the requirements of this Solicitation, including all addenda.
2. Offerors will be prompted with six (6) choices for which to propose when preparing a submission in the Procurement Portal (i.e., FA-I through FA-VI). Offerors shall select the applicable functional area(s) and the Procurement Portal will generate the required submittals in accordance with Section IV.B (i.e., common items across functional areas, and items specific to functional areas).

B. PROPOSAL

1. Acknowledgments
 - a. Acceptance of Terms & Conditions: Offeror shall acknowledge the requirements of this RFP, the Contract (Attachment A), or any other attachments by answering “Yes” on the Procurement Portal. Exceptions to terms and conditions will result in the proposal being deemed unacceptable or classified as not reasonably susceptible of being selected for award.
 - b. Addenda Acknowledgement: Offeror shall acknowledge receipt of any addenda on the Procurement Portal. Failure to acknowledge addenda may result in your proposal being found not reasonably susceptible of being selected for award.
2. Proposal Contents
 - a. Common Submittals
 - (1) Transmittal Letter: Prepared on the Offeror’s business stationary and signed by an individual who is authorized to bind the Offeror to the requirements as stated in this RFP, including all addenda.
 - (2) Claim of Confidentiality: Any information which is claimed to be confidential and/or proprietary shall be identified by section, subsection (if applicable), and page number. An explanation for each claim of confidentiality shall be included. The entire Proposal cannot be given a blanket confidentiality designation.
 - (3) Executive Summary: The Offeror shall condense and highlight the contents of the Proposal in an executive summary. In accordance with Section II of this RFP, and only as applicable, the executive summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its executive summary.
 - (4) Offeror Profile: Offeror shall complete the Offeror Profile Questionnaire included on the Procurement Portal.
 - (5) Insurance: Offeror shall provide a copy of its current Certificate of Insurance (COI) showing the types and limits of insurance in effect as of the proposal submission date. The COI provided with proposal submission does not need to meet the insurance requirements listed in Section II. The Successful Offeror will be required to provide a COI meeting the insurance requirements of this RFP.
 - (6) Bid/Proposal Affidavit: Offeror shall submit a completed Bid/Proposal Affidavit (Attachment B) and enclose with the Proposal.



- (7) IRS Form W-9, Request for Taxpayer Identification Number & Certification: Offeror shall submit a completed IRS Form W-9 with the Technical Proposal.

b. Submittals per Functional Area

- (1) Offeror's Response to RFP Requirements: Offerors shall address each RFP requirement (Section III), including Attachment 2 & 3 (as applicable) in the Proposal and describe how its proposed services will meet or exceed those requirements (as applicable per functional area). Offeror's Proposal shall reference the organization and numbering of Sections in the RFP (e.g., "Section III.A.1 Response..."; "Section III.A.2 Response...", etc.). If the AOC is seeking the Offeror's agreement to a requirement(s), the Offeror shall state its 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 shall outline how the Offeror can fulfill the requested tasks in a manner that best meets the AOCs needs.
- i Offerors shall provide a comprehensive overview of their area(s) of specializations for each functional area (i.e., FA-I through FA-VI) for which they propose (e.g., IT system security, IT and telecommunications, financial and auditing consultation services, administrative services, marketing, public relations, facilities management, web and internet systems, etc.).
1. The requested comprehensive overviews are especially important for FA-V and FA-VI, as the AOC intends to use these to assist in evaluating available staff augmentation and professional consulting services not covered by FA-I through FA-IV, and to inform the AOC of available Master Contractors for future PORFPs under FA-V and FA-VI.
- (2) Offeror Personnel Experience & Qualifications: Offeror shall identify the experience, qualifications, and types of staff proposed to be utilized under the contract. Specifically, the Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities. Offeror's description shall establish the proposed staff is capable to perform the services requested in this RFP.
- i For FA-I, FA-III, and FA-V (i.e., staff augmentation functional areas), Offerors shall provide a high-level overview of available resources (e.g., number of available resources per specialization).
- ii For FA-II, FA-IV, and FA-VI (i.e., professional consulting services functional areas), Offerors shall provide a high-level overview of available services and resources (e.g., number of available resources per specialization/service).
- (3) Offeror Experience/References: Offeror shall complete the Offeror Experience/References Questionnaire included on the Procurement Portal. Experience/References shall include not less than three (3) references, within the past five (5) years, from customers/clients who can document the Offeror's ability to provide the goods and/or services specified in this RFP. A reference may not be submitted from an employee of the Maryland Judicial Branch of government.
- i Offerors proposing for more than one (1) functional areas shall complete the Offeror Experience References Questionnaire for each proposed functional area.
- ii The Offeror Experience/References Questionnaire shall be completed for the Offeror (i.e., your company), and not a specific resource.

END OF SECTION IV.



SECTION V. EVALUATION PROCEDURE

A. EVALUATION COMMITTEE

1. Evaluation of the proposals will be performed by a committee established for the purpose of analyzing the proposals based on the evaluation criteria set forth below. The Evaluation Committee will provide input to the Procurement Officer after reviewing proposals, participating in oral presentations and discussions, and any other activities relative to this RFP.
2. The AOC reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate by the Procurement Officer.

B. PROPOSAL CRITERIA

The criteria to be applied to each Proposal for each functional area are listed in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

1. Extent to which the Offeror's profile and experience/references demonstrate their ability to provide the requested services outlined in Section III;
2. Extent to which the Offeror's personnel experience and qualifications demonstrate their ability to provide the requested services outline in Section III; and,
3. Extent to which the Offeror's proposal meets the overall requirements of the RFP.

The AOC prefers the Offeror's Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed requirements.

C. SELECTION PROCEDURES

1. The Procurement Officer shall initially review for compliance with the RFP requirements. Failure to comply with RFP requirements may result in a proposal being classified as not reasonably susceptible of being selected for award.
 - a. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the AOCs best interest.
 - b. The Procurement Officer will determine that the MBE Forms are included and are properly completed (as applicable) and determine that the VSBE Forms are included and are properly completed (as applicable).
2. Selection Procedures:
 - a. Proposals are evaluated for technical merit and ranked. During this review, oral presentations, interviews, and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the AOCs requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the AOC.
 - (1) At the discretion of the Procurement Officer, following the recommendation of the Evaluation Committee, a shortlist of Offerors may be established during the evaluation. Only shortlisted Offerors would continue in the evaluation process; Offerors not shortlisted shall be so advised.
 - (2) Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Proposal made during discussions. Any such written clarifications or changes become part of the Offeror's Proposal.
 - (3) The AOC may require any Offeror to furnish additional information regarding past performance, financial capacity, technical expertise, or other qualifications bearing on the performance of the contract and reserves the right to consider any information



otherwise available, or to make such additional investigations as it deems necessary to confirm the Offeror is reasonably susceptible of being selected for award.

- b. When in the best interest of the AOC, the Procurement Officer may permit remaining Offerors to revise their initial proposals and submit, in writing, Best and Final Offers (BAFOs). The AOC may make award without issuing a request for a BAFO.
3. Recommendation for Award
 - a. Upon completion of the Proposal evaluations and rankings, an overall ranking will be designated to each Offeror.
 - b. The Procurement Officer will recommend award of the Contract to the Offeror(s) that submitted the proposal(s) determined to be the most advantageous to the AOC.

D. DEBRIEFING

Unsuccessful Offerors may request a debriefing. If the Offeror chooses to do so, the request must be submitted in writing to the Procurement Officer within fourteen (14) calendar days from the date they are notified their proposal was unsuccessful. Debriefings shall be limited to discussion of the specific Offeror's proposal only and shall not include a discussion of a competing Offeror's proposal. Debriefings shall be provided within thirty (30) calendar days of the award notification date.

END OF SECTION V.





MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS
STANDARD TERMS & CONDITIONS
(Enter Project Name)
Contract Number: KXX-XXXX-XX

This Contract is made this _____ day of _____, YEAR, 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 price 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; vendor name; remittance address; federal taxpayer identification or (if owned by an individual) his/her social security number; invoice period; invoice date; invoice number; amount due; and the deliverable ID number for the deliverable being invoiced. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the requested information.
- 3.3. Payments to the Contractor for each deliverable 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 AOC 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, vendors, 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, vendors, 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 execution 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 agreed upon 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 and 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 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 AOC. 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, in connection with, or 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. Limitations 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 Access to Judicial Records

The AOC provides public access to records in accordance with Title 16, Chapter 900 of the Maryland Rules. 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 of Maryland 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 actions 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
Address 1
Address 2



SIGNATURES:

Contractor:
Company Name

Date: _____

Signature of Authorized Representative

Title: _____

Printed Name

For the Administrative Office of the Courts:

Date: _____

Daniel J. Mays, Director
Procurement, Contract and Grant Administration

Date: _____

Pamela Harris
State Court Administrator

Date: _____

Joseph M. Getty
Chief Judge, Court of Appeals of Maryland

Approved for form and legal sufficiency this _____ day of _____, YEAR.

Stephane J. Latour
Managing Legal Counsel





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, members, 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.

Affirm

Cannot Affirm (indicate below the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business).

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, members, 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 a state or federal statute of:
 - a. A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or,
 - b. Fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 *et seq.*, or the Mail Fraud Act, 18 U.S.C. §1341 *et seq.*, for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1) 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 C and subsections (1) through (7).

Affirm

Cannot Affirm (indicate below reasons why the affirmations cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official, or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment).

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, members, 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.

Affirm

Cannot Affirm (list below each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

Affirm

Cannot Affirm (indicate below the reasons why the affirmations cannot be given without qualification)

F. SUB-CONTRACT AFFIRMATION

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

G. AFFIRMATION REGARDING COLLUSION

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

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

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which 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 an entity 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. The corporation type is as follows:

Domestic (i.e., organized under the laws of Maryland) or;

Foreign (i.e., organized under the laws of another state or a foreign country)



The name and address of its resident agent filed with the Maryland State Department of Assessments and Taxation is:

Name: _____
Address: _____

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.

OR

(2) The business named above is not registered with the Maryland State Department of Assessments and Taxation (SDAT) but will complete registration if recommended for Contract award.

Affirm

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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT

DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT

TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT





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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT

DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT

TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT

Sample





Attachment F
Non-Disclosure Agreement Sample

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20____, 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. _____ (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 or not 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 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 handles 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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE





**STATE OF MARYLAND
ADMINISTRATIVE OFFICE OF THE COURTS
PROCUREMENT, CONTRACT AND GRANT ADMINISTRATION
187 HARRY S. TRUMAN PARKWAY
ANNAPOLIS, MD 21401**

Purchase Order Request for Proposals (PORFP)

FOR

(Enter PORFP Name)

PORFP KXX-XXXX-XX-X

The sole point of contact for this PORFP is the Procurement Officer. Offerors are specifically directed NOT to contact any other Maryland Judiciary personnel or its contracted consultants for meetings, conferences, or discussions that are specifically related to this PORFP at any time prior to any award and issuance of a Purchase Order. Unauthorized contact with any Maryland Judiciary personnel or the Maryland Judiciary's contracted consultants may be cause for rejection of the Offeror's proposal.

If your firm does not intend to respond to this PORFP, please utilize the Intent to Bid under the submission section of the solicitation on the Procurement Portal. Offerors shall select NO and provide a reason for not submitting a proposal in response to this PORFP.

KEY INFORMATION SUMMARY SHEET

(Enter PORFP Name)

PORFP No. KXX-XXXX-XX-X

Master Contract: KXX-XXXX-XX – Contract Title

Functional Area (FA)

- FA I – Information Technology (IT) Staff Augmentation Services
- FA II – Information Technology (IT) Professional Consulting Services
- FA III – Education/Instructional Staff Augmentation Services
- FA IV – Education/Instructional Professional Consulting Services
- FA V – All Other Staff Augmentation Services
- FA VI – All Other Professional Consulting Services

Issue Date: (Enter Issue Date)

Issuing Office: Procurement, Contract and Grant Administration

Procurement Officer: Name
Maryland Judiciary, Administrative Office of the Courts
Department of Procurement, Contract and Grant Administration
187 Harry S. Truman Parkway
Annapolis, MD 21401
410-260-xxxx
Email.address@mdcourts.gov

Proposal Submission: Submissions are exclusively accepted electronically via the [Procurement Portal](#).

Important Events: Refer to the project details and important events on the Procurement Portal for the date and time of the pre-proposal conference (as applicable), site visit(s) (as applicable), deadline for questions, and solicitation closing date & time.

Contract Term: Two (2) year base period from XX/XX/XXX to XX/XX/XXX with the AOC retaining the sole right to exercise three (3) one-year renewal options at its discretion.

MBE Subcontracting Goal: (Goal %)



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Attachment E – Bid/Price Proposal Form

Attachment H – Minority Business Enterprise (MBE) Forms (Attachment 1A, 1B, 1C, 2, 3A, & 3B) (if applicable)



SECTION I. GENERAL INFORMATION

A. ABBREVIATIONS AND DEFINITIONS

For this PORFP, the following abbreviations or terms have the meanings indicated below:

1. AOC – Administrative Office of the Courts
2. Contract Manager – The AOC representative that serves as the technical manager for the resulting Purchase Order. The Contract Manager monitors the daily activities of the Purchase Order and provides technical guidance to the Successful Offeror.
3. Diversity & Outreach Programs – Judiciary Program established to encourage and increase participation in Judiciary procurement by underrepresented or disadvantaged groups. The Program includes Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE).
4. Extraordinary Personal Event – Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or, other circumstances that in the sole discretion of the AOC warrant an extended leave of absence such as extended jury duty, or extended military services that precludes the individual from performing their job duties under the contract.
5. Key Personnel – Offeror/Successful Offeror personnel or subcontractor personnel who are to be assigned to this contract if the Offeror receives award.
6. MBE – Minority Business Enterprise means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is at least 51 percent owned and controlled by one or more individuals who are in a minority group (African American, Native American, Hispanic, women, or the physically or mentally disabled) that is socially and economically disadvantaged, and managed and operated by one or more of the socially and economically disadvantaged individuals who own it, and is so certified by the Maryland Department of Transportation.
7. Offeror – An entity that submits a proposal in response to this PORFP.
8. Procurement Officer – The AOC representative responsible for this PORFP, for the determination of Purchase Order scope issues, and the only AOC representative who can authorize changes to the Purchase Order.
9. Purchase Order – written document issued to a Successful Bidder formalizing the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule and terms of payment.
10. Purchase Order Request for Proposals – The use of the procedures set forth in the Procurement Procedures Manual to obtain items through a master contract using a secondary competition process.
11. Procurement Portal – Strategic sourcing software allowing the Judiciary to receive and evaluate bids and proposals electronically.
12. Successful Offeror – The awarded Offeror.
13. VSBE - Veteran-owned Small Business Enterprise means any legal entity that meets the requirements set by the United States Small Business Administration, that is organized to engage in commercial transactions, and is at least 51 percent owned and controlled by one or more individuals who are Veterans, and who manage the operations of the business, and is so designated in eMMA.

B. PROCUREMENT OFFICER

The sole point of contact in the AOC for purposes of this PORFP is the Procurement Officer noted on the Key Information Summary Sheet. The AOC may change the Procurement Officer at any time by written notice to the Offeror. Only information communicated by the Procurement Officer shall be deemed the official position of the AOC. No other State of Maryland or AOC employee, official, or representative has the authority to change the requirements of this PORFP. Attempts by the Offeror to contact members of the evaluation committee, or otherwise circumvent this procedure in any manner may be grounds for disqualification.

C. CONTRACT MANAGER

The Contract Manager for post-award activities is as follows:



1. Name
2. Phone Number
3. Email Address

D. DURATION OF OFFER

Proposals submitted in response to this PORFP are irrevocable for 90 days following: (1) the closing date of proposals, (2) Best and Final Offers (BAFOs), if requested, or (3) the resolution date of any protest concerning this PORFP. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement. The PORFP may specify terms in addition to the terms of the Master Contract. PORFPs and POs may not limit the AOC's right as provided by law in the Master Contract and may not change the terms of the Master Contract.

E. REVISIONS TO THE PORFP

The AOC reserves the right to amend this PORFP at any time prior to the proposal closing date and time. If the PORFP is revised prior to the proposal closing date and time, the AOC shall post any addenda to the PORFP on the Procurement Portal and shall attempt to provide such addenda to all prospective Offerors that received the PORFP. If one (1) or more addenda are issued to this PORFP, Offerors shall acknowledge receipt of all addenda on the Procurement Portal. Addenda issued after the closing date and time for proposals will be sent only to those Offerors who submitted a timely proposal. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, clarifications, or corrections set forth in the addendum, and may cause the proposal to be deemed not reasonably susceptible of being selected for award.

F. CANCELLATIONS

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

G. MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

H. PAYMENTS TO SUCCESSFUL OFFEROR

Payments to the Successful Offeror shall be made not later than thirty (30) days after the acceptance of deliverables, and receipt of a proper invoice from the Offeror. Any charges of interest or the like for late payment are prohibited.

I. PURCHASE & CHANGE ORDERS

The Successful Offeror shall not begin the work specified in this PORFP without a Purchase Order or notice to proceed issued by the Procurement Officer. The Successful Offeror shall not begin any additional work not specified in this PORFP without a Purchase Order or notice to proceed issued by the Procurement Officer.

J. SUBSTITUTION OF KEY PERSONNEL

1. Continuous performance of Key Personnel
 - a. Key Personnel shall be available to perform Contract requirements as of the Notice to Proceed Date. Unless explicitly authorized by the Contract Manager or specified in the Contract, Key Personnel shall be assigned to the AOC as a dedicated resource.
 - b. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Proposal. Key Personnel may not be removed by the Successful Offeror from working under the Contract without the prior written approval of the Contract Manager.
 - c. The provisions of this section apply to Key Personnel identified in any proposal, bid, or contract.



2. General substitution provisions
 - a. The Successful Offeror shall demonstrate to the Contract Manager's satisfaction that the proposed substitute has qualifications at least equal to those of the Successful Offeror personnel proposed to be replaced.
 - b. The Successful Offeror shall provide the Contract Manager with a substitution request that shall include:
 - (1) A detailed explanation of the reason(s) for the substitution request;
 - (2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
 - (3) The official resume of the current personnel for comparison purposes; and
 - (4) Evidence of any required credentials.
 - c. The Contract Manager may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
 - d. The Contract Manager will notify the Successful Offeror in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Manager will not unreasonably withhold approval of a proposed Successful Offeror personnel replacement.

3. Substitution circumstances
 - a. Directed Key Personnel Replacement
 - (1) The Contract Manager may direct the Successful Offeror to replace any Successful Offeror personnel who, in the sole discretion of the Contract Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, AOC policies, or Contract requirements. In most cases, a directed personnel replacement will occur only after the following:
 - i If deemed appropriate, at the discretion of the Contract Manager, written notice may be given to the Successful Offeror for any Successful Offeror personnel performance issues, describing the problem and delineating the remediation requirement(s).
 1. The Successful Offeror shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Manager.
 2. If the Contract Manager rejects the Remediation Plan, the Successful Offeror shall revise and resubmit the plan to the Contract Manager within five (5) days, or in the timeframe set forth by the Contract Manager in writing.
 - ii If performance issues persist despite an approved Remediation Plan, the Contract Manager may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Successful Offeror personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Successful Offeror personnel at issue.
 - (2) Replacement or substitution of Successful Offeror personnel under this section shall be in addition to, and not in lieu of, the AOC remedies under the Contract or which otherwise may be available at law or in equity.
 - (3) If the Contract Manager determines the need for direct personnel replacement, at least fifteen (15) days advance notice shall be given to the Successful Offeror, if possible. However, if the Contract Manager deems it necessary and in the AOC best interests to remove the Successful Offeror personnel with less than fifteen (15) days'

- notice, the Contract Manager may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- (4) In circumstances of directed removal, the Successful Offeror shall, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first, in accordance with the provisions of this section.
- b. Key Personnel replacement by Successful Offeror
- (1) To replace any Key Personnel in a circumstance other than the substitution provisions and circumstances above, including transfers and promotions, the Successful Offeror shall submit a substitution request to the Contract Manager at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Manager approves the substitution in writing.
- (2) Key Personnel Replacement Due to Sudden Vacancy
- i The Successful Offeror shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under Section I.V.3.b(1).
- ii The Successful Offeror shall identify a suitable replacement and provide the same information and items required under Section I.V.2 within fifteen (15) days of the actual vacancy occurrence or from when the Successful Offeror first knew or should have known that the vacancy would be occurring, whichever is earlier.
- (3) Key Personnel Replacement Due to an Indeterminate Absence
- i If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Successful Offeror shall identify a suitable replacement and provide the same information and items to the Contract Manager in Section I.V.2.
- ii However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Manager, the Contract Manager may, at their sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.
4. Substitution within thirty (30) days after Contract execution
- a. Within thirty (30) days after Contract execution, the Successful Offeror may not substitute proposed Key Personnel except under the following circumstances:
- (1) Full-time personnel employed directly by the Successful Offeror.
- i Vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel.
- (2) Temporary staff, subcontractors or 1099 contractors.
- i Vacancy occurs due to an Incapacitating event or the death of such personnel.
- b. To qualify for such substitution, the Successful Offeror must demonstrate to the AOC satisfaction the event necessitating substitution.
- c. Proposed substitutions shall be of equal caliber or higher, in the AOC sole discretion.
- d. Proposed substitutes deemed by the AOC to be less qualified than the originally proposed individual may be grounds for post-award termination.

END OF SECTION I.

SECTION II. INSTRUCTIONS TO OFFERORS

A. PURCHASE ORDER TYPE

The Purchase Order that results from this PORFP shall be based on Fixed Price.

B. PROCUREMENT METHOD

The Purchase Order resulting from this PORFP shall be awarded in accordance with the PORFP process under the Judicial Branch Procurement Policy.

C. AWARD BASIS

A Purchase Order shall be awarded to the responsible Offeror(s) submitting the proposal that has been determined to be the most advantageous to the AOC, considering price and evaluation factors set forth in this PORFP, for providing the specified goods and/or services.

D. PRE-PROPOSAL CONFERENCE

A Pre-proposal Conference and site visit (as applicable) will be held on the date and time, and at the location indicated in the project details and important events sections of the solicitation on the Procurement Portal. Offerors are encouraged to bring a copy of this PORFP and a business card to help facilitate a more efficient sign-in process. Attendance at the Pre-proposal Conference (and site visit) is mandatory (or encouraged), in order to facilitate better preparation of proposals.

E. QUESTIONS

Offerors shall direct all communication regarding this PORFP to the Procurement Officer. Submit questions to the Procurement Officer, by email, or through the opportunity Q&A section on the Procurement Portal no later than the date indicated on the solicitation. The Procurement Officer, based on the availability of time to research and communicate, shall answer questions at their discretion prior to the proposal closing date and time. Answers to all substantive questions that are not clearly specific only to one (1) Offeror will be answered via Addenda and will be furnished to all prospective Offerors that received the PORFP. The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the AOC unless issued in writing as an addendum.

F. PROPOSAL CLOSING DATE & TIME

Proposals must be received through the Procurement Portal not later than the date and time indicated on the solicitation. Untimely proposals will not be considered. Proposals may be modified or withdrawn by the Offeror through the Procurement Portal any time before the date and time set forth in the solicitation.

G. DISCUSSIONS

The AOC may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the AOC also reserves the right to make an award without holding discussions. With or without discussions, the AOC 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 prior to Purchase Order award.

H. SUCCESSFUL OFFEROR RESPONSIBILITIES

1. Offerors shall be responsible for all goods and/or services and requirements set forth in this PORFP including the Purchase Order performance of any subcontractor participation.
2. The Successful Offeror will be required to follow all current Judiciary protocols referencing pandemic flu or other infectious diseases including, but not limited to, proof of vaccination, producing negative COVID tests, completing/passing an initial screening questionnaire, non-contact temperature taking, the wearing of personal protective equipment (e.g., face mask), and practicing appropriate social distancing. Failure to comply with any of the Judiciary's protocol could result in being denied entry into Judiciary workspace, and mitigation up to and including contract termination.

I. DAMAGE TO STATE AND PERSONAL PROPERTY

1. The Successful Offeror, their employees, subcontractors and agents shall be held directly responsible to repair, replace or restore to its original condition, to the satisfaction of the AOC, 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. The Successful Offeror, 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 of Maryland harmless for such damages.

J. ACCEPTANCE OF SERVICES

1. The Contract Manager or his/her designated representative has authority to determine the acceptable level of service. After completion of work, the Contract Manager will conduct a walkthrough to ensure the work is completed in accordance with PORFP, any change orders, and a review of ceiling tiles, surrounding walls, and site cleanup.
2. When the Contact Manager or his/her designee determines that the Successful Offeror service is unsatisfactory, the Successful Offeror 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. All Punch list items must be completed to the Contract Manager's satisfaction within one (1) week after walkthrough.

K. DIVERSITY & OUTREACH PROGRAMS

The objective of the Diversity & Outreach Programs is to encourage and increase participation in AOC procurements by Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE).

1. Minority Business Enterprise

MBEs are encouraged to respond to this solicitation notice as Prime Contractors. In order to participate as an MBE in AOC procurements, MBEs must be certified by the Maryland Department of Transportation (MDOT). Additional information regarding certification can be located on the MDOT Website: <https://www.mdot.maryland.gov/tso/Pages/Index.aspx?PageId=90>

- a. There is no MBE goal established for this solicitation.

OR

- b. An MBE Subcontract goal of ____% of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement. Each Offeror shall complete, sign, and submit MBE Attachment 1A – MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule – Part 2 through 4 with their proposal.

- (1) MBE Prime Contractors must include a copy of proof of certification from MDOT with their Proposal.

- (2) 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 MBE Form 1A – Part 2. Failure to indicate the need for a waiver may result in the AOCs rejection of the proposal.

- c. Within ten (10) business days from notification that the Offeror is the apparent awardee, or as requested by the Procurement Officer, Offerors requesting a waiver in whole or in part of the overall goal must submit the following documentation (as applicable):

- (1) MBE Attachment 1B – Exhibit A – MBE Subcontractor Unavailability Certificate.

- (2) MBE Attachment 1C – Good Faith Efforts Documentation to Support Waiver Request.

- (3) MBE Attachment 2 – Outreach Efforts Compliance Statement.



- (4) MBE Attachment 3A – Certified MBE Subcontractor Participation Certification
 - (5) MBE Attachment 3B – MBE Prime Project Participation Certification.
 - (6) Any other documentation required by the Procurement Officer to ascertain Offeror’s responsibility/susceptibility of being selected for award in connection with the certified MBE participation goal.
- d. The Successful Offeror and subcontractor(s) will be required to complete the following forms on a monthly basis (as applicable):
- (1) MBE Attachment 4A – Prime Contractor Paid/Unpaid Invoice Report.
 - (2) MBE Attachment 4B – MBE Prime Contractor Report
 - (3) MBE Attachment 5 – MBE Subcontractor Paid/Unpaid Invoice Report
2. Veteran-owned Small Business Enterprise
- VSBEs are encouraged to respond to this solicitation notice as Prime Contractors. VSBEs must complete three (3) steps: Vendor Registration, Veteran Verification, and VSBE Certification. These steps are outlined by the State of Maryland VSBE program. Additional information regarding certification can be located at: <https://gomdsmallbiz.maryland.gov/Pages/VSBE-Program.aspx>
- a. There is no VSBE goal established for this solicitation.
- OR
- b. An VSBE Subcontract goal of ___% of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement. Each Offeror shall complete, sign, and submit VSBE Form 1A – VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule.
- (1) VSBE Prime Contractors must include proof of certification from eMaryland Marketplace Advantage (eMMA) with their Proposal.
 - (2) If the Offeror is unable to achieve the VSBE participation goal, it shall request a waiver in whole or in part of the overall goal by checking the second box on the VSBE Form 1A. Failure to indicate the need for a waiver may result in the AOCs rejection of the proposal.
- c. Within ten (10) business days from notification that the Offeror is the apparent awardee, or as requested by the Procurement Officer, Offerors requesting a waiver in whole or in part of the overall goal must submit the following documentation (as applicable):
- (1) VSBE Attachment B – VSBE Subcontractor Unavailability Certificate
 - (2) VSBE Attachment 2 – VSBE Subcontractor Participation Statement
 - (3) Any other documentation required by the Procurement Officer to ascertain Offeror’s responsibility/susceptibility of being selected for award in connection with the certified VSBE participation goal.
- d. The Successful Offeror and subcontractor(s) will be required to complete the following forms on a monthly basis (as applicable):
- (1) VSBE Attachment 3 – Prime Contractor Paid/Unpaid Invoice Report.
 - (2) VSBE Attachment 4 – Subcontractor Paid/Unpaid Invoice Report.

L. INSURANCE

1. The Successful Offeror shall maintain, at minimum, the insurance coverages outlined in this section, or any minimum requirements established by law, if higher, for the duration of the contract, including option periods, if exercised. 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.



2. All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Successful Offeror, at least sixty (60) days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Maryland Administrative Office of the Courts.
3. 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, and shall not be construed as relieving or excusing the Successful Offeror from any liability or obligation imposed upon it by the provisions of the Contract.
4. In addition to the minimum coverage required in the Master Contract, the following type(s) of insurance and minimum amount(s) of coverage are required and may be satisfied by either individual policies or a combination of individual policies and an umbrella policy:
 - a. Comprehensive Automobile Liability Review for Removal, will they be driving as part of the contract.
 - (1) \$1,000,000 Bodily Injury
 - (2) \$1,000,000 Property Damage
 - (3) The Successful Offeror shall maintain Automobile and/or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
 - b. Cyber Liability & Data Breach Insurance Review for Removal, no PII, PHI, or other Sensitive Data in the RFP
 - (1) \$5,000,000 per occurrence for any service offering hosted by the Successful Offeror.
 - (2) The coverage must be valid in all locations where work is performed and/or data or other information concerning the AOCs claimants and/or employers is processed or stored.
5. The insurance required above shall provide adequate protection for the Successful Offeror against claims which may arise from the Contract, whether such claims arise from operations performed by the Successful Offeror or by anyone directly or indirectly employed by the Successful Offeror, and 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.
6. If any of the work under the Contract is subcontracted, the Successful Offeror 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 Successful Offeror.

M. ACCESS AND BACKGROUND CHECKS

1. Successful Offeror may be required to submit the following information for AOC engagements for Successful Offeror personnel, subcontractors, third-party resources, temporary employees, and training candidates:
 - a. Full Name.
 - b. Phone Number.
 - c. Personal/Private email with no connection to employer.
 - d. Emergency contact information.
2. Site visits to any AOC location must be coordinated by AOC staff with the designated site personnel in advance of any visit.



3. Any Successful Offeror personnel working at AOC locations, or on AOC systems or projects, or who have access to AOC or State criminal data or systems, must be approved in writing by the Procurement Officer prior to beginning work.
4. All Successful Offeror personnel working on AOC premises, property, systems or projects, contracts, or who have access to AOC or State criminal data or systems, may be required to obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check prior to beginning work. The AOC reserves the right to refuse to allow any Successful Offeror personnel to begin work based upon criminal records.
5. All Successful Offeror personnel assigned to work at AOC locations may be required to obtain an AOC security identification badge prior to beginning work, and annually thereafter. The Successful Offeror is responsible for any fees that may be incurred for initial issuance of the badge and for any replacement.
6. The security identification badge shall always be displayed while on AOC premises. To verify identity, the Successful Offeror personnel shall be prepared to provide photo identification upon request by an AOC employee.
7. Successful Offeror personnel are required to immediately notify the Contract Manager, the Administrative Official of the respective department or office or the Contract Manager, if their security identification badge is lost or stolen.
8. The Successful Offeror personnel must notify the 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 Successful Offeror personnel are also required to provide regular updated information regarding the status of any of these court actions.
9. The Contract Manager, in conjunction with the Chief of the Office of Security Administration and the Procurement Officer, may impose restrictive conditions in response to prior criminal convictions, pending criminal charges, or a violation of AOC procedures, including removal from the contract, and/or restricted access to AOC locations or systems.
10. In the event of a security incident or suspected security incident, the Successful Offeror personnel shall immediately notify the Contract Manager.
11. The Successful Offeror personnel shall cooperate fully in all security incident investigations.
12. During the contract, if necessary, for the delivery of goods and services, the Successful Offeror may be provided an AOC asset in the form of a cell phone, laptop, or other electronic device. All AOC devices are the property of the AOC and must be returned in working, acceptable condition at the contract's conclusion. If said devices are not in working acceptable conditions, Successful Offeror may be responsible for the cost of said device(s). All devices must be regularly updated as specified by the manufacturer and JIS and must adhere to all confidentiality guidelines as provided by JIS and the AOC.
13. If the AOC determines that there is cause for the Successful Offeror's work to be suspended, the Successful Offeror shall take the following steps:
 - a. Immediately cease to represent itself as providing services to the AOC.
 - b. Deliver to the AOC: (a) a report describing the current state of the Deliverables provided by the Successful Offeror 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. The Successful Offeror 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 Successful Offeror 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 Successful Offeror. Successful Offeror shall be liable to the AOC for all assets not surrendered.

END OF SECTION II.

SAMPLE

SECTION III. SCOPE OF WORK

A. SUMMARY

The AOC is seeking proposals from prospective Offerors to X.

Offeror may propose no more than one (1) resource. Offeror shall propose a resource for which they have the right to represent. If multiple Offerors propose the same resource, the AOC reserves the right to make such investigations, as it deems necessary, to confirm the representation of the proposed resources, and reject the Offeror's proposed resource.

B. BACKGROUND INFORMATION

C. OFFEROR & RESOURCE QUALIFICATIONS

1. The Offeror shall propose resource(s) that meet the following minimum qualifications:
 - a. X
 - b. X

2. The AOC prefers Offeror proposed resource(s) to have the following qualifications:
 - c. X
 - d. X

D. SCOPE OF WORK

Offeror proposed resource(s) shall be responsible for the following:

1. X
2. X

E. OFFEROR RESOURCE(S) SKILLS, EXPERIENCE, & CAPABILITIES

1. Offeror shall propose resource(s) possessing the following preferred skills, experience, and capabilities:
 - a. X
 - b. X
 - c. X
 - d. X

F. PLACE OF PERFORMANCE

G. SCHEDULE & COORDINATION

Offeror proposed resource(s) shall perform during normal operating hours, Monday through Friday, 8:00AM to 4:30PM Eastern Standard Time (EST).

H. TRAVEL

I. INTERVIEW PROCESS

Shortlisted Offeror proposed resource(s) will be required to complete a multi-part interview including the following:

1. X
 - a. X
 - b. X

END OF SECTION III.

SECTION IV. PROPOSAL FORMAT

A. PROPOSAL SUBMISSION

Offerors shall submit their proposal in accordance with the required and optional submittals as defined in Section IV.B of this PORFP, and the Procurement Portal. By submitting a response in the Procurement Portal, the submitting individual certifies they are authorized to bind the Offeror to the requirements of this Solicitation, including all addenda.

B. PROPOSAL SUBMITTALS

1. Addenda Acknowledgement: Offeror shall acknowledge receipt of any addenda on the Procurement Portal. Failure to acknowledge addenda may result in your proposal being found not reasonably susceptible of being selected for award.
2. Offeror Resource(s) Skills, Experience, Capabilities & Qualifications: Offeror shall identify the skills, experience, capabilities, and qualifications to be utilized under the contract. Specifically, the Offeror shall:
 - a. Describe in detail how the proposed resource(s) skills, experience, capabilities, and qualifications relate to their specific responsibilities. Offeror's description shall establish the proposed resource(s) is/are capable to perform the services requested in this RFP.
 - b. Provide individual resume(s) for Offeror resource(s). Resume(s) shall include education (e.g., degrees, certificates, etc.), and the amount of experience the individual has had relative to the scope of work set forth in this RFP.
 - (1) Offeror shall submit a copy of any degree and/or certificate for each proposed resource.
 - c. Offerors are strongly encouraged to provide a right to represent letter/agreement for the proposed resource(s).
 - d. The Key Personnel for this contract are defined as: X.
3. Offeror Resource(s) Experience/References: Offeror shall complete the Offeror Resource Experience/References Questionnaire included on the Procurement Portal. Experience/References shall include not less than three (3) references, within the past five (5) years, from customers/clients who can document the Offeror resource's ability to provide the goods and/or services specified in this RFP. If the Offeror proposed resource has been assigned to less than three (3) contracts within the previous five (5) years, the Offeror shall submit one (1) reference per assigned contract from the customer(s)/client(s) that can document the Offeror proposed resource's ability to provide the services specified in this RFP.
4. Insurance:
 - a. Offeror shall provide a copy of its current Certificate of Insurance (COI) showing the types and limits of insurance in effect as of the proposal submission date. The COI provided with proposal submission does not need to meet the insurance requirements listed in Section II.
 - b. The Successful Offeror will be required to provide a COI meeting the insurance requirements of this RFP.
5. Price:
 - a. Offerors shall complete the Bid/Price Proposal Form and/or the requested total price in the format specified on the Bid/Price Proposal Form and/or the Procurement Portal. Offerors shall not amend, alter, or leave blank (as applicable) any items on the Bid/Price Proposal Form, or include any clarifying or contingent language on or attached to the Bid/Price Proposal Form. Failure to adhere to any of these instructions may result in the proposal being determined to be not reasonably susceptible of being selected for award.
 - (1) Offeror shall propose fully loaded fixed prices that include all direct and indirect costs and profit for the Offeror resource to perform. Indirect costs shall include all costs that would normally be considered general and administrative costs and/or

travel costs, or which in any way are allocated by the Offeror against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to the Contract.

- b. The Offeror will not be reimbursed for any travel expenses including but not limited to transportation, meals, and hotel accommodations, except as approved in advance by the Contract Manager.

END OF SECTION IV.

SAMPLE

SECTION V. EVALUATION PROCEDURE

A. EVALUATION COMMITTEE

1. Evaluation of the proposals will be performed by a committee, of one (1) or more than one (1) individuals, established for the purpose of analyzing the proposals based on the evaluation criteria set forth below. The Evaluation Committee will provide input to the Procurement Officer after reviewing proposals, participating in oral presentations and discussions, and any other activities relative to this PORFP.
2. The AOC reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate by the Procurement Officer.

B. PROPOSAL CRITERIA

The criteria to be applied to each proposal are listed in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

1. Interview (shortlisted Offeror resources only). Degree to which the proposed resource(s) demonstrates the skills, experience, and capabilities outlined in Section III.;
2. Extent to which the proposed resource(s) references demonstrate their ability to provide the requested services outlined in Section III;
3. Extent to which the proposed resource(s) resume, education, and narrative demonstrates the qualifications, skills, experience, and capabilities outlined in Section III; and,
4. Extent to which the Offeror's proposal meets the overall requirements of the RFP.

C. SELECTION PROCEDURES

1. The Procurement Officer shall initially review for compliance with the PORFP requirements. Failure to comply with PORFP requirements may result in a proposal being classified as not reasonably susceptible of being selected for award. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the AOC's best interest.
2. Selection Procedures:
 - a. Proposals are evaluated for technical and financial merit and ranked. During this review, oral presentations, interviews, and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the AOCs requirements and the Offeror's ability to perform, and to facilitate understanding of the Purchase Order that shall be most advantageous to the AOC.
 - (1) At the discretion of the Procurement Officer, following the recommendation of the Evaluation Committee, a shortlist of Offerors may be established during the evaluation. Only shortlisted Offerors would continue in the evaluation process; Offerors not shortlisted shall be so advised.
 - (2) Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Proposal made during discussions. Any such written clarifications or changes become part of the Offeror's Proposal.
 - (3) The AOC may require any Offeror to furnish additional information regarding past performance, financial capacity, technical expertise, or other qualifications bearing on the performance of the contract and reserves the right to consider any information otherwise available, or to make such additional investigations as it deems necessary to confirm the Offeror is reasonably susceptible of being selected for award.
 - b. When in the best interest of the AOC, the Procurement Officer may permit Offerors to revise their initial proposals and submit, in writing, Best and Final Offers (BAFOs). The AOC may make award without issuing a request for a BAFO.
3. Recommendation for Award

- a. Upon completion of the Proposal evaluations and rankings, an overall ranking will be designated to each Offeror.
- b. The Procurement Officer will recommend award of the Contract to the Offeror that submitted the proposal determined to be the most advantageous to the AOC.

END OF SECTION V.

SAMPLE



Attachment 2 – Judicial College Usage

The following information is based on historical data and known future needs and shall allow Offerors to understand the type of work that may be requested under this RFP for FAIII and FAIV.

- A. Technical Assistant**
Provide general hardware and software technical support for Judicial College staff. Provide technical support for remote training sessions provided by the judicial College, edit recorded webinars and videos using video editing software, submit, track, and edit closed captioning services
- B. Microsoft Office/Zoom Technology Trainer**
Deliver hands-on instructor-led training (both onsite and via distance learning) for commercially available software and hardware used for the Maryland Judiciary including, but not limited to, current and legacy versions of Microsoft operating systems, Microsoft Office, Office 365, Zoom for Government, PDF software, mobile devices, printers, scanners, etc.
- C. Proprietary Software Technology Trainer**
Deliver hands-on instructor-led training (both onsite and via distance learning) for highly customized or proprietary software used by the Maryland Judiciary, which may include the Maryland Electronic Courts (MDEC) case management system, Revenue Collection System (RCS), PeopleSoft Human Resources and Learning Management System (branded as CONNECT), etc.
- D. Instructional Systems Designer (ISD)**
Using knowledge of adult learning principles and best practices in online delivery, the ISD will design and development eLearning lessons using both Articulate Storyline 360 and Articulate Rise, that may include multimedia components. Experience with Learning Management Systems, the ability to effectively work with subject matter experts, and excellent communication skills are also critical components to success in this role.
- E. Curriculum Developer**
Research content and work with subject matter experts to develop curricula for face-to-face and instructor-led virtual professional development classes, workshops, and webinars customized for judicial audiences using adult learning principles, engagement, and applications of concepts. Materials include facilitator guides, learner guide and resources, and PowerPoint slides to support the curricula.
- F. Trainer**
Deliver face-to-face and instructor-led virtual professional development classes, workshops, and webinars customized for judicial audiences using adult learning principles, engagement, and applications of concepts.
- G. Copy Editor**
Copy edits educational and training materials, such as course transcripts, marketing materials, and documentation with proper grammar, punctuation, spelling, and crafting of word choice and in alignment with Judiciary style guides.
- H. Graphic Designer**
Designs professional-level brochures, catalogs, eblasts using software applications, such as Adobe Illustrator, InDesign, and Photoshop, and in alignment with Judiciary-specific styles.



Attachment 3 – Judicial Information Systems (JIS) Usage

The following information is based on historical data and known future needs and shall allow Offerors to understand the type of work that may be requested under this RFP for FAI and FAIL.

A. IT Architecture

1. IT architecture teams determine how IT services, solutions, and infrastructure shall be built. IT architects work closely with peers – software, network, and database practitioners – to oversee all the technologies the business relies upon.
2. Potential resources that may be requested include, but are not limited to, the following:
 - a. Cloud infrastructure architect
 - b. Enterprise architect
 - c. IT systems architect
 - d. Solutions architect
 - e. Technical architect

B. Network & System Administration

1. Network and system administrators are responsible for the organization's networks. They install, maintain, and support the organization's computer systems, wide area networks (WANs), local area networks (LANs), intranets, individual computers, mobile devices, and more. These roles overlap with other groups depending on the organization's complexity and needs.
2. Potential resources that may be requested include, but are not limited to, the following:
 - a. Computer systems manager
 - b. Network architect
 - c. Systems analyst
 - d. IT coordinator
 - e. Network administrator
 - f. Network engineer
 - g. Service desk analyst
 - h. System administrator (also known as sysadmin)
 - i. Wireless network engineer

C. Database Administration

1. Database administrators (DBAs) are responsible for organizing, maintaining, and protecting an organization's data. DBAs also assist other departments by filtering and sorting relevant data that these groups need to access.
2. Potential resources that may be requested include, but are not limited to, the following:
 - a. Database administrator
 - b. Database analyst
 - c. Data quality manager
 - d. Database report writer
 - e. SQL database administrator

D. Business Analyst & Business Intelligence

1. Business analytics (BA) and business intelligence (BI) groups transform data into insights that support the organization's strategic objectives. These groups help other areas of the organization access, filter, and analyze information. Practitioners in both groups need to be creative problem-solvers and critical thinkers.
2. Potential resources that may be requested include, but are not limited to, the following:
 - a. Big data engineer/architect
 - b. Business intelligence specialist/analyst
 - c. Business systems analyst
 - d. Data analyst

- e. Data analytics developer
- f. Data modeling analyst
- g. Data scientist
- h. Data warehouse manager
- i. Data warehouse programming specialist
- j. Intelligence specialist

E. Software Development, DevOps, and Cloud

1. Developers within IT teams are responsible for creating and deploying software that internal and external customers use. They specialize in programming languages such as Python, Perl, and PHP. And most are well-versed in web services and Application Programming Interfaces (APIs).
2. Potential resources that may be requested include, but are not limited to, the following:
 - a. Back-end developer
 - b. Cloud/software architect
 - c. Cloud/software developer
 - d. Cloud/software applications engineer
 - e. Cloud system administrator
 - f. Cloud system engineer
 - g. DevOps engineer
 - h. Front-end developer
 - i. Full-stack developer
 - j. Java developer
 - k. Platform engineer
 - l. Release manager
 - m. Reliability engineer
 - n. Software engineer
 - o. Software quality assurance analyst
 - p. UI (user interface) designer
 - q. UX (user experience) designer
 - r. Web developer

F. Security

1. Security practitioners are responsible for protecting the organization's data from internal and external threats — by securing networks, computers, and mobile devices. Organizations are increasingly hiring a variety of roles to remain secure.
2. Potential resources that may be requested include, but are not limited to, the following:
 - a. Application security administrator
 - b. Artificial intelligence security specialist
 - c. Cloud security specialist
 - d. Cybersecurity hardware engineer
 - e. Cyber intelligence specialist
 - f. Cryptographer
 - g. Data privacy officer
 - h. Digital forensics analyst
 - i. IT security engineer
 - j. Information assurance analyst
 - k. Security systems administrator

G. Help Desk & Customer Support

1. Help desk and support teams address technical issues and requests. They implement and configure new tools, fix bugs, and help people use IT systems. In some organizations, help desk roles are customer-facing.
2. Potential resources that may be requested include, but are not limited to, the following:
 - a. Help desk support specialist



- b. IT support specialist
- c. Customer service representative

H. Project and Product Management

- 1. Many IT teams also include product and project managers who help determine strategy and build the IT roadmap.
- 2. Potential resources that may be requested include, but are not limited to, the following:
 - a. Technical product manager
 - b. Product manager
 - c. Project manager
 - d. Program manager
 - e. Portfolio manager