ADMINISTRATIVE
OFFICE OF THE COURTS

GOVERNMENT RELATIONS
INFORMATION TECHNOLOGY
INTERNAL AFFAIRS
JUDICIAL COLLEGE OF MARYLAND
OPERATIONS
PROGRAMS

Questions/Responses No. 1 to the

Request for Proposals (RFP) K18-0002-25L

MJUD COTS (Commercial Off-The-Shelf) Software

Ladies and Gentlemen:

The following questions for the above referenced RFP were received by e-mail and are answered and posted for all prospective Offerors. The statements and interpretations contained in the following responses to questions are not binding on the Maryland Judiciary unless the RFP is expressly amended. Nothing in the Maryland Judiciary's response to these questions is to be construed as agreement to or acceptance by the Maryland Judiciary of any statement or interpretation on the part of the Offeror asking the question.

1. Question: Would Maryland AOC provide an option for remote attendance at the pre-proposal conference for vendors who are unable to attend in person?

   Response: There is not an option for remote attendance. A brief summary will be posted following the conference. Potential Offeror's are encouraged to email any questions they have regarding the solicitation to the Procurement Officer.

2. Question: Would Maryland AOC extend the deadline of submission by two weeks to allow vendors adequate time to respond to the answers to the questions?

   Response: Requests for extensions will not be granted. See section 1.9.

3. Question: The State of Maryland has a Master Contract for Commercial Off-the-Shelf Software that doesn't expire until September 2027 (the "State COTS Contract"). Is the Maryland AOS authorized to use the State COTS Contract? If so, will the Maryland AOS agree to allow an Offeror that holds the State COTS Contract to respond to the RFP subject to using its State COTS Contract as the governing Contract in lieu of Attachment A (Standard Contract Terms) to this RFP?

Response: This procurement is a stand-alone procurement for the Maryland Judiciary entirely independent of the Executive Brach's COTS contract. Therefore, the COTS contract is not applicable.

4. Section 1.20 (Mandatory Contractual Terms) of the RFP states that by submitting an offer in response to the RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms of the Contract attached as Attachment A. It further states that any exceptions to the terms and conditions of the Contract must be clearly identified in the Executive Summary of the technical proposal and that a proposal that takes exception to these terms may be rejected and therefore determined to be not reasonably susceptible of being selected for award.

   a) Question: Can an Offeror include as exceptions a request to include missing terms such as provisions covering Limitation of Liability, Software Licensing or other terms?

   Response: Yes, however, this is not indication that the exception will be accepted.

   b) Question: If an Offeror takes exceptions to any terms and conditions of the Contract and the Maryland AOC rejects the exceptions, will the Maryland AOC require the Offeror to accept the award under the Contract terms and conditions as they are set out in Attachment A (without the rejected exceptions), or will the Maryland AOC deem the award as unresponsive?

   Response: If the AOC rejects the exceptions stated in the proposal, it will be deemed not reasonably susceptible of being selected for award.

5. Question: As is standard to have a limitation of liability in a contract, will the Maryland AOC agree to a Limitation of Liability clause consistent with industry standard, or a clause similar to that included in the State of Maryland Master Contract for Commercial Off-the-Shelf Software?

   Response: AOC will consider amending the language if the bidders offer exact proposed language. However, this is not an indication that the language will be accepted.

6. Question: Will the Maryland AOC agree that Contractor's obligations to defend and settle an infringement claim under Section 5 of Attachment A will only apply to the extent the Contractor is also the Software Publisher?

   Response: No

7. Question: Will the Maryland AOC agree that any Contractor obligations to defend and settle an infringement claim under Section 5 of Attachment A be limited to claims by a third party?

    Response: No

8. Question: Will the Maryland AOC agree that any Contractor obligations to indemnify under Section 24 of Attachment A be limited to claims by a third party?

    Response: No

9. Question: It is not standard in the industry to provide an indemnification for a breach of contract. As such, will the Maryland AOC agree to replace Section 24.1 of Attachment A with an industry standard indemnification clause such as one that is the same or substantially similar to the one in the State of Maryland Master Contract for Commercial Off-the-Shelf Software?

    Response: AOC will consider amending the language if the bidders offer exact proposed language. However, this is not an indication that the language will be accepted.

10. Question: Is an awarded Contractor required to respond to each PORFP to which it is invited to compete?

    Response: No

11. Question: Can an awarded Contractor negotiate contract terms and conditions specific to a PORFP with the issuer of such PORFP?

    Response: Yes, as long as the agreement does not violate any contract terms. AOC will also reserve the right to reject any contract terms.

12. Question: We are interested in reselling non-customized, publisher-provided training and services for Functional Area II. However, Exhibit E-2 requires an hourly price. Would Maryland AOC amend Exhibit E-2 to accommodate non-customized, publisher-provided training and services?

    Response: Any such amendment would be product specific. AOC needs additional information about the proposed training services.

13. Question: Will the Maryland AOC have a separate software license agreement between it and the applicable Software Publishers?

Response: No

14. Question: Is there a list of products that JIS will be looking to order?

Response: No, there is not a pre-defined list. Microsoft and Novell COTS software products are the only software excluded from this RFP.

15. Question: Is comprehensive business automobile liability insurance a requirement?

Response: No, please see Amendment #2.

Issued by: Whitney Williams
Procurement Officer
May 10, 2017