



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) K18-0016-25L MJUD Hardware & Associated Equipment & Services

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: 1.23 states that MBE form A & B are required with bid and C-D at award. 3.3.9 Doesn't specify which forms are required. Please confirm that Form A & B of the MBE forms are the only ones required with bid submission.

Response: Confirmed

See 1.23 which states the following:

Each offeror/bidder shall complete, sign and submit MJUD MBE Form A "Certified MBE Utilization and Fair Solicitation Affidavit" and MJUD MBE Form B "MBE Participation Schedule" at the time it submits its technical proposal or bid response.

2. Question: If we provide MBE forms for one MBE organization, is it possible after award to add an additional MBE option with updated paperwork?

Response: No

3. Question: Can a company that we have been working with team with an MBE and can the same MBE submit a proposal under their name only?

Response: Yes

4. Question: MBE Form B Parts 2 & 3. Does this need to be submitted with my response or do I submit this on a per project basis? On page 3, it says "Parts 2 & 3 must be included with the bid/proposal". But, we may use different MBEs for different projects so what I include now may be different per project.

Response: MBE/s proposed must remain the same throughout the life of the contract

5. Question: Can an MBE List themselves on attachment G to meet the MBE subcontractor participation goal of 25% for functional area 2?

Response: No, but an MBE prime may fulfill 50% of the MBE goal in house

6. Question: Can an MBE bid as Prime and a sub to another prime?

Response: Yes

7. Question: Do we need to submit a Letter of Authorization with our proposal or is it for the PORFP?

Response: Yes, Please see 3.3.5.2

8. Question: Attachment F – Contractors Security Clearance on page 55. Do we need to submit this form with our proposal?

Response: No, these forms will be required before a PO is issued from a PORFP for Functional Area 2

9. Question: When we spoke after the bid-bid meeting you mentioned that we needed to provide you a price list of products that we provide. Is that due now in this proposal or for the PORFP?

Response: You will submit pricing once a PORFP is issued

10. Question: 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, AOC will consider proposed language

- 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: AOC may consider exceptions

11. There are several places in the RFP describing that the equipment includes operating system software. The equipment may also include embedded utilities and tools for customer's use and the software may be third party software (e.g. Microsoft O/S, etc.) or the manufacturer's own software. It is critical that all such software be distinguished as being licensed, not sold, to the purchaser for use with the equipment pursuant to the software publisher's license terms. Will Maryland AOC acknowledge and agree that all software included in the equipment is licensed pursuant to the software license agreements included with the software media packaging or presented to the customer during the installation or use of the software? If not, under what software license terms will Maryland AOC agree the software is licensed?

Response: Provide proposed language and AOC may consider

12. 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: Provide proposed language and AOC may consider

13. In section 14 of Attachment A, will the Maryland AOC agree, prior to terminating the Contract, to provide Contractor a reasonable time to cure any act or omission that Maryland AOC identifies in the written notice?

Response: Yes

14. 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: Provide proposed language and AOC may consider

15. 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: Provide proposed language and AOC may consider

16. Will the Maryland AOC agree to include a standard industry provision that the Contractor and its contractors will retain all rights in ownership in its pre-existing intellectual property?

Response: Provide proposed language and AOC may consider

17. Will the Maryland AOC agree to include a standard industry provision that the Contractor and its contractors will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by Contractor under this Agreement? Maryland AOC will be granted, subject to payment in full for the applicable services and the export compliance requirements of the Agreement, a perpetual, non-exclusive, non-transferable, royalty-free right to use the deliverables solely in the U.S. and solely for its internal use.

Response: Provide proposed language and AOC may consider

18. The products being provided are subject to certain export control laws. Will Maryland AOC agree to include the following provision in the Contract: Contractor and Maryland AOC acknowledge that products (including software) sold or licensed under this Contract are subject to export control laws and regulations of the United States of America and other countries from which they were supplied and in which they are used, and Maryland AOC agrees to abide by those laws and regulations. Maryland AOC is not permitted to export any products (including software) sold or licensed under this Contract or any technical information specifically related to those products from the country in which they are delivered to Maryland AOC unless: (a) Maryland AOC has an appropriate export license or a written consent from Contractor; and (b) the export is in accordance with any applicable export control laws and regulations.

Response: Provide proposed language and AOC may consider

19. Section 2.12.2, subsection G asks for a guarantee that the operating software included will be virus free. Will the Maryland AOC agree to alternative language in a representation that products delivered by the Contractor will not contain any known computer virus due to the intentional, deliberate, or grossly negligent introduction by the Contractor?

Response: Provide proposed language and AOC may consider

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

Response: NO

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

Response: NO