

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

INVITATION FOR BIDS (IFB)

FOR

Microsoft Windows Azure

Solicitation No. K22-0085-29

The sole point of contact for this solicitation is the Procurement Officer. Bidders 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 IFB 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 Bidder's bid.

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

In order 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, Bidders may provide comments and suggestions regarding this solicitation on Attachment G – Notice to Bidders/Offerors.

KEY INFORMATION SUMMARY SHEET

Invitation for Bids (IFB)

Microsoft Windows Azure

Solicitation No. K22-0085-29

IFB Issue Date: May 5, 2022

IFB Issuing Office: Procurement, Contract and Grant Administration

Procurement Officer: Lauren Sands
Maryland Judiciary, Administrative Office of the Courts
Department of Procurement, Contract and Grant Administration
187 Harry S. Truman Parkway
Annapolis, MD 21401
410-260-1421
Lauren.sands@mdcourts.gov

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

Deadline for Questions: May 11, 2022 at 4:30 PM EST

Closing Date & Time: May 18, 2022 at 4:30 PM EST

Contract Term: Four (4) year contract period from 07/01/2022 to 06/30/2026.

MBE Subcontracting Goal: 0%

VSBE Subcontracting Goal: 0%



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SECTION I. GENERAL INFORMATION

A. PURPOSE

The Administrative Office of the Courts (AOC) issues this Invitation for Bids (IFB) on behalf of Judicial Information Systems to provide Microsoft Windows Azure software.

B. ABBREVIATIONS AND DEFINITIONS

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

1. AOC – Administrative Office of the Courts.
2. Bidder – An entity that submits a bid in response to this solicitation.
3. 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.
4. 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 Contractor.
5. 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).
6. eMMA – eMaryland Marketplace Advantage online procurement platform used to connect the vendor community with contracting opportunities from within the state, county, and local government entities.
7. IFB – Invitation for Bids
8. Local Time – Time in the Eastern Time Zone.
9. 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.
10. 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.
11. Successful Bidder – The awarded Bidder.
12. 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 IFB is the Procurement Officer noted on the Key Information Summary Sheet. The AOC may change the Procurement Officer at any time by written notice. 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 Bidder to 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 Bidder. The AOC may change the Contract Manager at any time by written notice to the Successful Bidder.

E. BID OPENING

The Procurement Officer shall hold all bids and modifications in a secure place until the closing date, after which time the bids will be opened in the presence of at least one other AOC employee.



F. DURATION OF BID

Bids submitted in response to this IFB shall be valid and irrevocable for 90 days following the closing date for this IFB. This period may be extended at the Procurement Officer’s request only with the Bidder’s written agreement.

G. REVISIONS TO THE IFB

1. The AOC reserves the right to amend this IFB at any time prior to the bid closing date and time. If the IFB is revised prior to the bid closing date and time, the AOC shall post any addenda to the IFB on the AOCs Procurement webpage, eMMA, and shall attempt to provide such addenda to all prospective Bidders that received the IFB, or are otherwise known by the Procurement Officers to have obtained this IFB. It remains the responsibility of all prospective Bidders to review the AOCs Procurement webpage, and eMMA, for any addenda issued prior to the submission of bids.
2. If one (1) or more than one (1) addenda are issued to this IFB, Bidders shall acknowledge receipt of each on the Addenda Acknowledgment Form (Attachment H). Bidders shall identify each addendum by number and date, sign the form, and enclose it with their bid.
3. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, clarifications, or corrections set forth in the addendum, and may cause the bid to be rejected.

H. CANCELLATIONS

The AOC reserves the right to cancel this IFB; accept or reject any and all bids, in whole or in part, received in response to this IFB; or, waive or permit cure of minor irregularities. Bidders, whose bids are not accepted, will be notified in writing.

I. 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.

J. MULTIPLE OR ALTERNATE BIDS

Neither multiple nor alternate bids will be accepted.

K. ARREARAGES

By submitting a bid in response to this IFB, the Bidder shall be deemed to represent that it is not in arrears in the payment of any obligation 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.

L. VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation 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>

It is strongly recommended that any potential Bidder complete the registration prior to the due date for receipt of bids. A Bidder’s failure to complete registration with SDAT may disqualify an otherwise Successful Bidder from final consideration and recommendation for Contract award.

M. FALSE STATEMENTS

Bidders 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 these acts.



N. PRESS RELEASES

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

O. PAYMENTS TO SUCCESSFUL BIDDER

1. By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Bidder 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 Bidder shall be made not later than thirty (30) days after the acceptance of deliverables, and receipt of a proper invoice from the Bidder. Any charges of interest or the like for late payment are prohibited.

P. NON-DISCLOSURE AGREEMENT

All Bidders are advised that if a contract is awarded as a result of this IFB, the Successful Bidder shall be required to complete a Non-Disclosure Agreement. A sample of this Agreement is included for informational purposes as Attachment F of this IFB. This signed Agreement must be provided with the Successful Bidder's signed Contract.

Q. DAMAGE TO STATE AND PERSONAL PROPERTY

1. The Bidder, 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 Bidder, 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.

R. BIDDER SECURITY REQUIREMENTS

1. The Successful Bidder, and all Successful Bidder 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 Bidder 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.

S. ACCESS TO AOC INFORMATION TECHNOLOGY SYSTEMS

1. The Successful Bidder's personnel shall complete all required paperwork as directed for access to any AOC information systems.
2. The Successful Bidder shall ensure the list of authorized Bidder personnel is always maintained and accurate. The system access rights of Successful Bidder personnel must be updated no later than



twenty-four (24) hours after notification of the change in status; therefore, the Successful Bidder shall immediately notify the Contract Manager and JIS Information Security of any termination of Successful Bidder personnel or if any approved Successful Bidder 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 Bidder's bid. 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. Any Software as a Service (SaaS), Infrastructure as a Service (IaaS), or Platform as a Service (PaaS) used to meet the requirements of this solicitation shall be AICPA Service Organization Control (SOC) 2 compliant, or equivalent (e.g., ISO 27001/2 Certification, Verified PCI DSS, FedRAMP).

T. ACCESS AND BACKGROUND CHECKS

1. Successful Bidder may be required to submit the following information for AOC engagements for Successful Bidder 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 Bidder 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 Bidder 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 Bidder personnel to begin work based upon criminal records.
5. All Successful Bidder 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 Bidder 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 Bidder personnel shall be prepared to provide photo identification upon request by an AOC employee.



7. Successful Bidder 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 Bidder personnel must notify the Contract Manager and 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 Bidder 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 Bidder personnel shall immediately notify the Contract Manager:
11. The Successful Bidder personnel shall cooperate fully in all security incident investigations.
12. During the contract, if necessary, for the delivery of goods and services, the Successful Bidder 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 Bidder 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 Bidder's work to be suspended, the Successful Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder. Successful Bidder shall be liable to the AOC for all assets not surrendered.

U. REQUIRED POLICIES, GUIDELINES, AND METHODOLOGIES

The Bidder 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 Bidder 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 PERSONNEL

1. Successful Bidder personnel may not be removed from working under the Contract without the express written approval of the Contract Manager, or designee, and shall be subject to the same requirements set forth in Access and Background Check Section of this IFB.
2. The Contract Manager may direct the Successful Bidder to replace any Successful Bidder 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.

W. END OF CONTRACT TRANSITION

1. The Successful Bidder recognizes that the services under this Contract are vital to the AOC and must be continued without interruption and that, upon Contract expiration, a successor, either the AOC or another contractor, may continue them. The Successful Bidder shall:
 - a. Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

END OF SECTION I.

SECTION II. INSTRUCTIONS TO BIDDERS

A. CONTRACT TYPE

The Contract that results from this IFB shall be based on Fixed Price.

B. PROCUREMENT METHOD

The Contract resulting from this IFB shall be awarded in accordance with the Invitation for Bids (IFB) process under the Judicial Branch Procurement Policy.

C. AWARD BASIS

After obtaining all required approvals, a contract shall be awarded to the responsive and responsible Bidder(s) submitting the most favorable bid. The AOC intends to make a single award under this IFB.

D. QUESTIONS

1. Bidders shall direct all communication regarding this IFB to the Procurement Officer. Submit questions to the Procurement Officer, by email, no later than the date indicated on the Key Information Summary Sheet.
2. The Procurement Officer, based on the availability of time to research and communicate, shall answer questions at their discretion prior to the bid closing date.
3. Answers to all substantive questions that are not clearly specific only to one (1) Bidder will be answered via Addenda and will be furnished to all potential Bidders known to have received the IFB as posted on the AOCs procurement website and 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.

E. BID CLOSING DATE & TIME

1. Bids must be received at the Issuing Office not later than the date and time indicated on the Key Information Summary Sheet. Bidders shall allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Bids received after the closing date and time listed in the Key Information Summary Sheet will not be considered.
2. Bids may be modified or withdrawn by written notice received by the Procurement Officer before the date and time set forth in the Key Information Summary Sheet for receipt of bids.
3. Unless specifically requested, bids submitted electronically or by fax will not be accepted.

F. INCURRED EXPENSES

The AOC will not be responsible for any costs incurred by a Bidder in preparing and submitting a bid in response to this IFB.

G. ECONOMY OF PREPARATION

Bids shall be prepared simply and economically providing a straightforward, concise description of the Bidder's ability to meet the requirements of this IFB.

H. PUBLIC ACCESS TO JUDICIAL RECORDS

1. Bidders shall specifically identify those portions of its bid that it considers confidential, proprietary commercial information, or trade secrets 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.

I. BIDDER RESPONSIBILITIES

1. Bidders shall be responsible for all goods and/or services and requirements set forth in this IFB including the contract performance of any subcontractor participation.
2. All subcontractors must be identified and a complete description of their role relative to the bids must be included in the Bidder's bid. 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 IFB.
3. If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder such as, but not limited to, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's bid 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 IFB and will guarantee the performance of the subsidiary.
4. A parental guarantee of the performance of the Bidder under this section will not automatically result in crediting the Bidder with the experience or qualification of the parent under any evaluation criteria pertaining to the actual Bidder's experience and qualifications. The Bidder 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 Bidder, 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 Bidder 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.

J. ACCEPTANCE OF TERMS & CONDITIONS

1. By submitting a bid in response to this IFB, the Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Standard Contract Agreement Sample attached hereto as Attachment A.
2. A bid that takes exception to these terms and conditions may be rejected.
3. By submitting a bid in response to this IFB, the Bidder, 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.

K. ACCEPTANCE OF SERVICES

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



L. 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.

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.

M. BID/PROPOSAL AFFIDAVIT

A bid submitted by a Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this affidavit is included as Attachment B of this IFB.

N. CONTRACT AFFIDAVIT

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the Successful Bidder will be required to complete a Contract Affidavit. A sample of this Affidavit is included for informational purposes as Attachment C of this IFB. This Affidavit must be provided within five (5) business days of notification of proposed Contract award.

END OF SECTION II.



SECTION III. SCOPE OF WORK

A. SUMMARY

The Administrative Office of the Courts (AOC) is seeking bids from prospective Bidders to provide Microsoft Windows Azure cloud credits.

B. SCOPE OF WORK

1. See Attachment E – Bid/Price Proposal Form.
2. The Judiciary will be providing prepayment for the entire 48-month term in accordance with Section I.O.2. of this IFB.
3. Attachment 1 – Microsoft Amendment Information is included for informational purposes for prospective Bidders. Any questions regarding this attachment should be directed to Jessica Graham at jegraham@microsoft.com.

END OF SECTION III.



SECTION IV. BID SUBMISSION

A. BID PACKAGING & SUBMISSION

1. Bidders shall submit one (1) unbound original copy of their bid.
2. Bids must be submitted in a sealed envelope that clearly indicates it contains a bid.
3. Bids shall bear a label, on the outside of the sealed envelope, with the IFB title and number, name of Bidder, and date.
4. An electronic version of the bid must be enclosed in the sealed envelope with the original bid.
 - a. Electronic versions of each volume shall be in MS Word, .PDF, or Excel format.
 - b. Electronic media (e.g., Flash Drive, CD, etc.) shall bear a label with the IFB title and number, name of the Bidder, and date.

B. BID SUBMITTALS

Each bid must include the following:

1. Bid/Price Proposal Form
 - a. The Bidder shall complete the Bid/Price Proposal Form in the format specified on the Bid/Price Proposal Form. The Bidder shall not amend, alter, or leave blank 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 Bid being determined non-responsive and rejected by the AOC.
 - b. The Bidder 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.
2. Claim of Confidentiality

Any information which is claimed to be confidential and/or proprietary shall be so identified. An explanation for each claim of confidentiality shall be included. The entire bid cannot be given a blanket confidentiality designation.
3. Minimum Qualifications Documentation

The Bidder shall submit any minimum qualifications documentation that may be required, as set forth in IFB Section III.
4. Attachment I – Bidder/Offeror Profile
5. Subcontractors
 - a. Bidder shall complete a Bidder/Offeror Profile (Attachment I) included with this IFB for all subcontractors that will work on the contract if the Bidder receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), as applicable.
 - b. Bidder shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.
 - c. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this IFB.
6. Attachment B – Bid/Proposal Affidavit
7. Attachment H – Addenda Acknowledgement Form (as applicable)
8. Additional Documentation:
 - a. For each service, hardware or software proposed as furnished by a third-party entity, Bidder must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services (as applicable). In the case

of an open source license, authorization for the open source shall demonstrate compliance with the open source license. A letter of authorization shall be on letterhead or through the provider's e-mail. Each letter of authorization shall be less than twelve (12) months old and must provide the following information:

- (1) Third-party POC name and alternate for verification;
- (2) Third-party POC mailing address;
- (3) Third-party POC telephone number;
- (4) Third-party POC email address; and
- (5) If available, a Re-Seller Identifier.

C. EVIDENCE OF BIDDER RESPONSIBILITY

The AOC may require any Bidder 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 responsibility of any Bidder. In the absence of information clearly indicating that the prospective Bidder is responsible, the Procurement Officer shall make a determination of non-responsibility.

END OF SECTION IV.



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

C. AFFIRMATION REGARDING OTHER CONVICTIONS

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

- (1) Been convicted under state or federal statute of:
 - a. A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or,
 - b. Fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 *et seq.*, or the Mail Fraud Act, 18 U.S.C. §1341 *et seq.*, for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §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 B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official, or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment): **if none, so state:**

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension): **if none, so state:**

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, *et seq.*, of the State Finance and Procurement Article of the Annotated Code of Maryland; and,
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification): **if none, so state:**



F. SUB-CONTRACT AFFIRMATION

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

G. AFFIRMATION REGARDING COLLUSION

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or 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 a (domestic) (foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE): **if none, so state;**

Name: _____
 Address: _____

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

I. CONTINGENT FEES

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



J. ACKNOWLEDGEMENT

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

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct to the best of my knowledge, information, and belief.

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 E
Bid/Price Proposal Form**

Solicitation number: _____

Project title: _____

Azure Software						
Line	Product Name/Description	SKU	Term (T)	Quantity (Qty.)	Unit Price (UP)	Total (T x Qty. x UP)
1	Azure Prepayment	6QK-00001	48 months	710	\$ per month	\$

Bidder/Offeror Name: _____

Bidder/Offeror Address: _____

Federal Tax Identification No.: _____

Telephone No.: _____

Email: _____

MBE: No Yes, Certification No.: _____

VSBE: No Yes, Certification No.: _____

Signature of Authorized Representative

Date

Print name of Authorized Representative

Title of Authorized Representative



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





**Attachment G
Notice to Bidders/Offerors**

In order 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, Bidders/Offerors may provide comments and suggestions regarding solicitations. Please return your comments with your bid/proposal. If you have chosen not to bid/propose a solicitation, please e-mail this completed form to the attention of the Procurement Officer listed on the Key Information Summary Sheet for the Solicitation.

Solicitation number: _____

Project title: _____

Name of Bidder/Offeror: _____

Bidder/Offeror Contact Name: _____

Bidder/Offeror email: _____ **Bidder/Offeror phone:** _____

1. If you responded with a “no bid”, please indicate the reason(s). If you would like to provide additional information about your indicated reason(s), please use the remarks section below, and/or attach additional pages as necessary.

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

2. If you have submitted a bid/proposal, but wish to offer suggestions or express concerns, please use the remarks section below, and/or attach additional pages as necessary.

3. Remarks:



Name of Bidder/Offeror: _____

Solicitation number: _____

Project title: _____

Due date: _____

Acknowledgment

I hereby acknowledge receipt of the following addenda which have been issued regarding the above referenced solicitation.

Addendum #1, issue date: _____

Addendum #2, issue date: _____

Addendum #3, issue date: _____

Addendum #4, issue date: _____

Addendum #5, issue date: _____

Addendum #6, issue date: _____

Addendum #7, issue date: _____

Addendum #8, issue date: _____

Addendum #9, issue date: _____

Addendum #10, issue date: _____

Addendum #11, issue date: _____

Addendum #12, issue date: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE



**Attachment I
Bidder/Offeror Profile**

Name of Bidder/Offeror: _____

Former and/or doing business as (DBA) Names: _____

Date of incorporation: _____ **State of incorporation:** _____

Type of organization (e.g., corp. partnership, joint venture): _____

Number of years in business: _____

Total number of employees: _____

Name of principal(s) & title(s):

Brief history of the Bidder/Offeror:

Type of work performed:



Amendment to Contract Documents

Enrollment Number

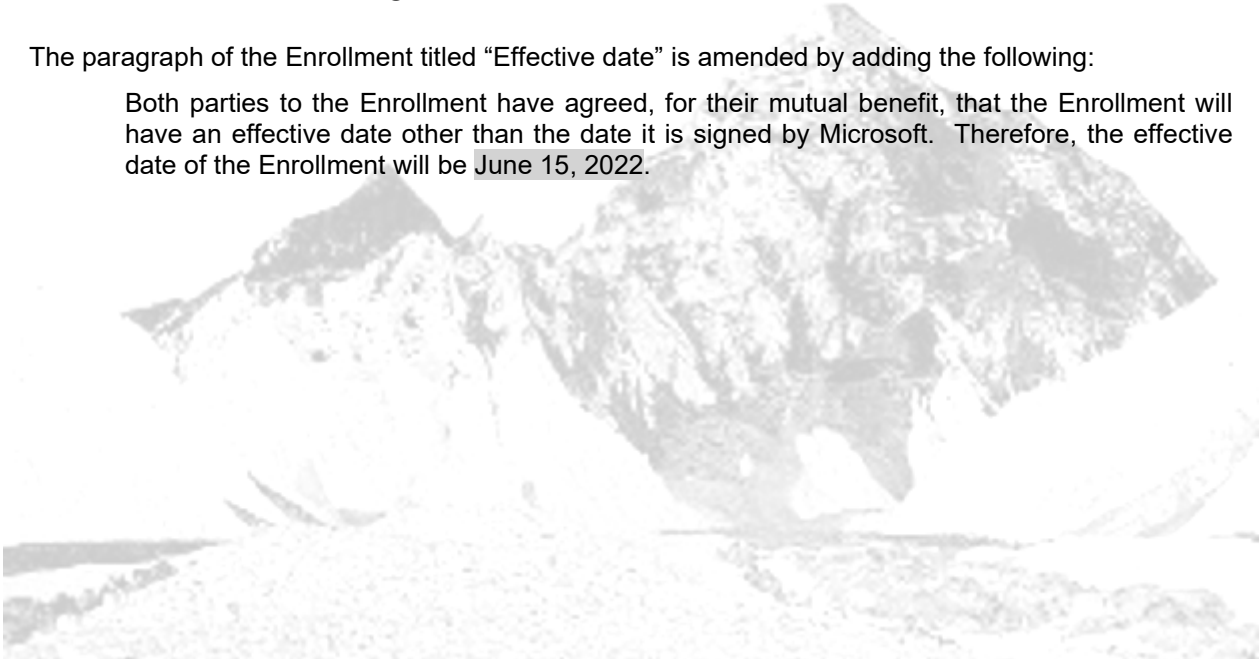
000-jegraham-S-248

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Server and Cloud Enrollment Effective Date Amendment ID M23

The paragraph of the Enrollment titled "Effective date" is amended by adding the following:

Both parties to the Enrollment have agreed, for their mutual benefit, that the Enrollment will have an effective date other than the date it is signed by Microsoft. Therefore, the effective date of the Enrollment will be June 15, 2022.



Server and Cloud Enrollment Amendment ID CTM

The Enrollment is hereby amended as follows:

1. The section of the Enrollment entitled "Term" is hereby amended and replaced in full as follows:

Term. The initial term of this Enrollment will expire on the last day of the month, forty-eight (48) full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement and this Enrollment. Microsoft will advise you of the renewal options before this Enrollment expires.

2. The Microsoft Azure Hybrid Benefit for Windows Server in the Product Terms is hereby amended and restated to increase the migration period from 180 days to 365 days as follows:

Microsoft Azure Hybrid Benefit for Windows Server

Under the Microsoft Azure Hybrid Benefit for Windows Server, Customer may use Windows Server Virtual Machines in Customer's Microsoft Azure service accounts and pay for the cost of compute only (the "Base Instance"). Customer must indicate that it is using Windows Server under the Azure Hybrid Benefit for Windows Server when creating or configuring a virtual machine on Azure. The Online Services Terms govern use of Windows Server under this benefit. Customer may not concurrently allocate Windows Server Licenses to Azure Hybrid Benefit and assign the same Licenses to its Licensed Servers, except on a one-time basis, for a period not to exceed 365 days, to allow Customer to migrate the same workloads to Azure. On the earlier of completion of migration to Azure or 365 days from the start of migration, Licenses will be deemed "assigned to Azure". Customer may later reassign Licenses back to its Licensed Servers, provided Licenses remain assigned to Azure for a minimum of 90 days.

Except as provided below for Windows Server Datacenter Licenses allocated as described in "Unlimited Virtualization Rights, each Windows Server processor License with SA, and each set of 16 Windows Server core Licenses with SA, entitles Customer to use Windows Server on Microsoft Azure on up to 16 Virtual Cores allocated across two or fewer Azure Base Instances. Each additional set of 8 core Licenses with SA entitles use on up to 8 Virtual Cores on one Base Instance. Customer may use Standard or Datacenter software.

Special Use Rights for Windows Server Datacenter Licenses

As exceptions to the general terms governing allocation of licenses and use of Windows Server under the Azure Hybrid Benefit for Windows Server:

- **Unlimited Virtualization Rights.** Customer may use Windows Server in any number of Base Instances on an Azure Dedicated Host or other dedicated physical host in Azure, provided Customer allocates Windows Server Datacenter Licenses with SA for all of the Physical Cores available to Customer on that Azure server. Concurrent use on Azure

Dedicated Host or other dedicated physical host in Azure and Customer's Licensed Servers is limited to the same 365 day migration period.

- **Dual Use Rights.** When exercised in connection with Datacenter Licenses with SA, the Azure Hybrid Benefit for Windows Server provides rights to simultaneously deploy and use the software on Azure and on Licensed Servers in Customer's data centers. Dual use rights do not apply in the case of Licenses allocated as described in "Unlimited Virtualization Rights."



Server and Cloud Enrollment

Azure Monetary Commitment Adjustment

Amendment ID M464

The parties agree that the Enrollment is amended by adding the following new section:

In connection with a subscription to the Microsoft Azure Services under the Enrollment, Enrolled Affiliate will receive from Microsoft or Enrolled Affiliate's Reseller a one-time Monetary Commitment credit ("Credit") in the amount set forth in row "Credit".

Azure Monetary Commitment Adjustment

License Type	Part Number	Name of Product	Unit of Measure	Unit Quantity	License Quantity
Credit	AAA-35522	Azure Monetary Commitment Credit Pilot	Upfront	1	500

The Credit represents an amount equal to the "License Quantity" Multiplied by "Unit Quantity" Multiplied by "Net Unit Price". The Net Unit Price is provided by the Enrolled Affiliate's Reseller.

Microsoft will provide the Enrolled Affiliate's Reseller with the Credit to apply to the Enrolled Affiliate's Azure Enterprise Portal. The Credit will expire at the next enrollment anniversary date. Upon expiration, any unused portion of the Credits, if any, will be forfeited.

The Credit may only be used for eligible Microsoft Azure Services or Azure Government Services (depending on which has been ordered under this Enrollment), as defined in the Online Services Terms.

Microsoft intends that the grant of Credit and the Azure Services consumed follow applicable laws and regulations with respect to gratuitous services. It is specifically understood that Credit is for the sole benefit and use of Enrolled Affiliate and is not provided for the personal use or benefit of any individual employee of Enrolled Affiliate or Enrolled Affiliate's Reseller.

The Credit is a one-time offer. Microsoft is under no obligation to repeat this offer.

Server and Cloud Enrollment Azure Commitment Discount – Microsoft Azure Consumption Commitment Amendment ID M630

The parties agree that the following new sections are added to the Enrollment:

1. Definitions

- a. **“Azure Commitment Discount”** means the discount that Microsoft will apply to Microsoft Azure Services in the current month’s Enterprise Agreement price list, in the month it is used.
- b. **“Azure Commitment Discount Coverage Period”** means the period for which the Azure Commitment Discount will be applied to Consumption Rates for Microsoft Azure Services.

2. Azure Commitment Discount

Microsoft is providing an Azure Commitment Discount, in acknowledgement of Customer’s commitment to Microsoft Azure, indicated in Table A. Azure Commitment Discount is referenced as “Discount (%)”. The Azure Commitment Discount will be applied during the Azure Commitment Discount Coverage Period in the table below starting from “Begin Date” through “End Date”. Customer’s commitment to Microsoft is referenced as “Proposal ID” in acknowledgement of Customer’s Microsoft Azure Consumption Commitment.

Microsoft is under no obligation to repeat the offer herein.

Table A

Azure Commitment Discount Table			
Discount (%)	Begin Date	End Date	Proposal ID
3%	June 15, 2022	June 30, 2026	000-jegraham-S-248

Server and Cloud Enrollment

Microsoft Azure Consumption Commitment - Indirect

Amendment ID M617

The parties agree to amend the Enrollment by adding the following:

1. Definitions

a. **“Azure Prepayment”** means any upfront payment by Enrolled Affiliate’s Reseller for the Eligible Services and Offerings. For purposes of clarity, third party Azure Marketplace and AppSource listings transacted through the Commercial Marketplace cannot be obtained using Azure Prepayment.

b. **“Commitment”** means the total amount Enrolled Affiliate’s Reseller agrees to pay to Microsoft, under the Enrollment, for the consumption of Eligible Services and Offerings during the Coverage Period, as identified in Table A.

c. **“Coverage Period”** means the period during which the terms of this Amendment are in effect, as identified in Table A.

d. **“Eligible Services and Offerings”** means Microsoft Azure Services, as defined in the Microsoft Product Terms, Azure Reservations, third party Azure software plans available via the Azure Reservations program, and Azure Marketplace and AppSource listings transacted through the Commercial Marketplace and identified via instructions provided through this link: <https://aka.ms/MACCAzureMarketplace>. For purposes of clarity, the following are not Eligible Services and Offerings: Azure Support Plans, Azure User Plans, Azure Infrastructure Plans, and Microsoft Commercial Marketplace listings not identified via instructions provided through this link: <https://aka.ms/MACCAzureMarketplace>.

Table A

Microsoft Azure Consumption Commitment		
Coverage Period	June 15, 2022	June 30, 2025
Commitment (inclusive of any Azure Prepayment)	3,408,000	USD
Azure Prepayment as of the date of this Amendment	3,408,000	USD

2. Commitment and Payment

Enrolled Affiliate’s Reseller shall satisfy the Commitment during the Coverage Period, based on prices established between Microsoft and Enrolled Affiliate’s Reseller. Any Azure Prepayment made during the Coverage Period will apply against the Commitment. Credits, taxes or other concessions will not apply against the Commitment.

3. End of Coverage Period

In the event the full value of the Commitment has not been invoiced upon expiration of the Coverage Period, Enrolled Affiliate’s Reseller shall pay an amount equal to the Commitment minus the total amount invoiced for Eligible Services and Offerings during the Coverage Period (“Shortfall Invoice”).

Reseller Acknowledgement

Name of Reseller

Printed Name

Printed Title

Date

Purchase Order Number

Reseller Signature



Server and Cloud Enrollment

Azure Reserved Instance Discounting – Specific Reservations

Amendment ID M920

Azure Commitment Discount is not applicable to Microsoft Azure Reserved Instances (“RIs”). Microsoft agrees to discount the following RIs as outlined in the table below. The discount will be a fixed percentage based on the list price at the time the Enrolled Affiliate completes the purchase in the Azure portal. The discounted price will apply for the duration of the reservation commitment. Discounts cannot be applied retroactively.

Reserved Instance	Commitment Duration	Discount Percentage	Region	Discount Start Date	Discount End Date
AV36: 36 Core(s), 576 GB RAM, 15.36 TB All Flash Storage	3 Years	15%	East US	Date of purchase	3 Years after purchase date

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M23)EnrAmend(EffectiveDate)(WW)(ENG)(Aug2017)(IU).docx		M23	PLSS
MD Courts SCE Amend (CTM) dual use rights, modified term.docx	CTM	CTM-CTC-CTL-PUR	BD
(M464)EnrAmend(AzureMonetaryCommitmentAdjustment)(WW)(ENG)(Jul2021)(IU).docx		M464	B
(M630)EnrAmend(AzureCommitmentDiscount - MicrosoftAzureConsumptionCommitment)(WW)(ENG)(Dec2020)(IU).docx		M630	B
(M617)EnrAmend(MicrosoftAzureConsumptionCommitmentIndirect)(WW)(ENG)(Feb2022)(IU).docx		M617	B
(M920)EnrAmend(AzureReservedInstanceDiscounting-SpecificReservations)(WW)(ENG)(Apr2022)(IU).docx		M920	BD