



**ADMINISTRATIVE OFFICE OF THE COURTS
2003 C COMMERCE PARK DRIVE
ANNAPOLIS, MARYLAND 21401**

REQUEST FOR PROPOSALS NO.

K12-0024-25L

FOR

MJUD COTS (COMMERCIAL OFF-THE-SHELF) SOFTWARE

ISSUED:

SEPTEMBER 14, 2011

WARNING: A prospective offeror bidder who has received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide that office with the prospective bidder's name and mailing address so that amendments to the Request for Proposals or other communications can be sent to the prospective contractor. Failure to contact the Issuing Office may result in non-receipt of important information.

Minority Business Enterprises are encouraged to respond to this Request for Proposals.

Offerors are specifically directed NOT to contact any Judiciary personnel or its contracted consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with any Judiciary personnel or the Judiciary's contracted consultants may be cause for rejection of the Offeror's proposal.

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

THE JUDICIARY
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of Judiciary proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to propose on this Contract, please email this completed form to _____

Title:

Project No:

1. If you have responded with a "no bid", please indicate the reason(s) below:

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

Other: _____

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse side or attach additional pages as needed.)

REMARKS:

Offeror Name: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

THE JUDICIARY

Request For Proposals No. K12-0024-25L

RFP Issue Date: September 14, 2011

RFP Issuing Office: Maryland Judiciary
Administrative Office of the Courts
Procurement and Contract Administration
203 C Commerce Park Drive
Annapolis, MD 21401

Procurement Officer: Anna Pfeifer
(410) 260-1416
anna.pfeifer@mdcourts.gov

Proposals are to be sent to: Maryland Judiciary
Administrative Office of the Courts
Procurement and Contract Administration
203 C Commerce Park Drive
Annapolis, MD 21401
Attention: Anna Pfeifer

Pre-Proposal Conference: September 29, 2011 at 9:30 a.m.

Closing Date and Time: **November 9, 2011 at 2 p.m.**

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Administrative Office of the Courts (AOC) is issuing this Request for Proposals to procure Commercial Off-The-Shelf (COTS) Software, Installation and Training services for the COTS software, and Manufacturer's Software Maintenance, for the Maryland Judiciary. Through the Master Contracts awarded as a result of this solicitation, the AOC will have a flexible means of obtaining these products and services, quickly, efficiently and cost effectively by issuing Purchase Order Requests for Quotations (PORFPs) specific to its needs. Microsoft and Novell COTS software products are excluded from this RFP.
- 1.1.2 The scope of this solicitation encompasses three functional areas as follows:
Functional Area I – COTS Software (Microsoft and Novell COTS software products are excluded)
Functional Area II – Installation and Training Services
Functional Area III- Manufacturer's Software Maintenance
- 1.1.3 The AOC intends to award a Master Contract to an unlimited number of Offerors that are authorized by the Manufacturer or Distributor to sell the proposed products and services, and determined by the Judiciary to be qualified. Offerors may propose to Functional Area I, Functional Areas I and II, Functional Areas I and III, Functional Areas II and III, Functional Area III or all three functional areas as specified in section two.

Each request for COTS software, Installation and/or Training Services, and/or Manufacturer's Software Maintenance, throughout the term of the Master Contract, will be issued and summarized by the AOC in a PORFP. A Master Contractor/Manufacturer Product Line matrix for the COTS software will be established and maintained by the AOC. All Offerors awarded a Master Contract and listed under the Manufacturer Product Line for which the PORFP has been issued for a specific functional area will be invited to compete for a PORFP. Based upon PORFPs issued by the AOC, a Master Contractor will be selected to provide the requested COTS software, Installation and/or Training Services and/or Manufacturer' Maintenance. A Purchase Order (PO) will then be issued by the AOC to the selected Master Contractor, which will bind the Master Contractor to the terms of the PORFP response, including the price. Master Contractors may add Manufacturers' Product Lines from time to time throughout the life of the Master Contract by submitting Letters of Authorization from the Manufacturer or Distributor of the COTS software in accordance with the procedure set forth in Section 2.7. Neither a PORFP nor a PO, may, in any way, conflict with or supersede the Master Contract.

1.2 Background

In the past the AOC has procured Commercial Off-The-Shelf (COTS) Software by issuing its own procurement or by issuing a PORFP off of the Maryland Department of Information Technology's COTS Software Master Contracts. The Master Contracts resulting from the issuance of this RFP will allow the AOC to have its own flexible and efficient manner for obtaining COTS software.

1.3 Abbreviations and Definitions

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

- a. AOC – The Maryland Administrative Office of the Courts.
- b. AOC Point of Contact (AOC POC) – AOC contact listed in a PORFP.
- c. Contract Manager (CM) – The AOC representative who serves as the manager for the resulting Master Contract.
- d. Distributor – First tier agent authorized by the requisite parties that own rights to the COTS software product, to sell and/or service the COTS software product.
- e. Fixed-price PORFP – A PORFP which places responsibility on the Master Contractor for the delivery of the COTS software or the complete performance of the services in accordance with the PORFP at a price that may be firm or may be subject to contractually specified adjustments.
- f. Fixed Hourly Labor Category Rates – Fully loaded hourly rates established in the Master Contract that include all direct and indirect costs and profit for the Master Contractor to perform Installation or Training services required in a PORFP.
- g. Fully Loaded – The inclusion in labor category billing rates of all profit, direct and indirect costs associated with performing Installation or Training services required in a PORFP. The indirect costs shall include all costs that would normally be considered general and administrative costs and/or routine travel costs, or which in any way are allocated by the Master Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to services required in a PORFP. Non-routine travel costs will be identified in a PORFP, when appropriate.
- h. Letter of Authorization – A document issued by the Manufacturer or Distributor authorizing the Offeror/Master Contractor to sell COTS software and/or provide services for the Manufacturer's Product line.
- i. Local Time - Time in the Eastern Time zone as observed by the Maryland Judiciary.
- j. Master Contract – The Contract between each of the Offerors determined technically capable of performing the requirements of this RFP and the AOC.
- k. Master Contractor – An Offeror who is awarded a Master Contract under this RFP.
- l. MBE – Minority Business Enterprise.
- m. MSRP – Manufacturer's Suggested Retail Price. The use of the term MSRP shall be construed to apply to *each* respective software title, or maintenance, as appropriate, as identified in a PORFP.
- n. Offeror – An entity that submits a proposal in response to this RFP.

- o. Purchase Order (PO) – Authorizes the selected Master Contractor to proceed with delivery of products and/or any services requested via a PORFP.
- p. POC – Point of Contact.
- q. Procurement Officer – The AOC representative, as identified in Section 1.6, responsible for this RFP, for the determination of the Master Contract scope issues, and the only Judiciary representative who can authorize changes to the Master Contract.
- r. Request for Proposals (RFP) – Request for Proposals # K12-0024-25L for MJUD COTS (Commercial Off-The-Shelf) Software dated September 14, 2011, including any and all amendments.
- s. Service Location –Judiciary location requesting service listed in a PORFP.
- t. Service Location Point of Contact (POC) – POC at the Judiciary location requesting service.
- u. Purchase Order Request for Proposals (PORFP) – A request by the AOC for the price and any other factors associated with providing the required COTS software, Installation and Training services and/or Manufacturer’s Software Maintenance.
- v. Judiciary – The Maryland Judiciary.

1.4 Master Contract Type

The Master Contract shall be an Indefinite Quantity Indefinite Delivery (IDIQ) Fixed Price(FP) Contract.

1.5 Master Contract Duration

The term of this Contract shall be for a period of five (5) years, beginning on the date that the AOC executes the Master Contract.

1.6 Procurement Officer

The sole POC in the AOC for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Anna Pfeifer
 Administrative Office of the Courts
 Procurement and Contract Administration
 2003 C Commerce Park Drive
 Annapolis, Maryland 21401
 Phone Number: 410-260-1416
 Fax Number: 410-260-2520
 E-mail: Anna.Pfeifer@mdcourts.gov

AOC may change the Procurement Officer at any time by written notice to the Master Contractor.

1.7 Contract Manager

The CM monitors the daily activities of the Contract and provides technical guidance to the Contractor. The CM will be:

Kelly Moore
Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401
Phone Number: 410-260-1583
Fax Number: 410-260-2520
Email: Kelly.Moore@mdcourts.gov

AOC may change the CM at any time by written notice to the Contractor.

1.8 Pre-Proposal Conference

A pre-proposal conference will be held on September 29, 2011 registration begins at 8:30 AM and the meeting will begin at 9:30 AM at:

Maryland Judiciary
Judiciary Education and Conference Center (JECC)
2011 D Commerce Park Drive
Annapolis, Maryland 21401

Due to the anticipated interest in this RFP, seating at the pre-proposal conference will be limited to two (2) attendees per company. **AOC recommends that attendees bring a copy of the RFP and a business card to help facilitate the registration process.**

Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

The pre-proposal conference will be summarized. As promptly as is feasible subsequent to the pre-proposal conference, a summary of the pre-proposal conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. The information will also be posted on eMaryland Marketplace and the Maryland Judiciary website (www.mdcourts.gov).

In order to assist with attaining adequate seating and other accommodations at the pre-proposal conference, please e-mail the Pre-Proposal Conference Response Form (Attachment E) to the attention of Ms. Robin Smith to Robin.Smith@mdcourts.gov or fax to (410) 260-2520, no later than 1:00 PM on September 28, 2011. Although every attempt will be made to provide adequate seating, seating is not guaranteed. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call no later than 1:00 PM on September 28, 2011. AOC will make reasonable efforts to provide such special accommodation.

1.9 Questions

Written questions, from prospective Offerors, will be accepted by the Procurement Officer prior to the pre-proposal conference. If possible and appropriate, such questions will be answered at the pre-proposal

conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the pre-proposal conference.

Questions will also be accepted subsequent to the pre-proposal conference and should be submitted in a timely manner prior to the proposal due date to the Procurement Officer. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be posted on eMaryland Marketplace and the Maryland Judiciary website (www.mdcourts.gov).

1.10 Proposals Due (Closing) Date

An unbound original and one bound copy of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, no later than 2:00 PM (local time) on November 9, 2011 in order to be considered. An electronic version (CD) of the Technical Proposal must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal must be enclosed with the original financial proposal. Insure that the CDs are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

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

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

1.11 Duration of Offer

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

1.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted on the Maryland Judiciary website (www.mdcourts.gov) and through eMarylandMarketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.13 Cancellations; Discussions

AOC reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the

Judiciary. AOC also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.14 Incurred Expenses

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

1.15 Economy of Preparation

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

1.16 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of Article IV of the Judiciary's Procurement Policy.

1.17 Multiple or Alternative Proposals

Neither multiple nor alternate proposals will be accepted. Submitting proposals for more than one functional area is not considered a multiple or alternate proposal.

1.18 Public Information Act Notice

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Judiciary under the Public Information Act, Title 10, Subtitle 6, Part III of the Judiciary Government Article of the Annotated Code of Maryland or Rules 16-1001 through 16-1011, the Court Access Rules.

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

1.19 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.23 below. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization consents to the terms of the RFP and will guarantee the performance of the subsidiary.

1.20 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected and, therefore determined to be not reasonably susceptible of being selected for award.

1.21 Proposal Affidavit

A proposal submitted by an Offeror, shall be accompanied by a completed Bid/Proposal Affidavit, Attachment B of this RFP.

1.22 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit shall be provided within five (5) business days from notification of proposed Contract award.

1.23 Minority Business Enterprises

A minimum overall MBE subcontractor participation goal of 25 % has been established for Functional Area II – Training and Installation, for Master Contracts awarded pursuant to this RFP. The Judiciary shall assess the potential for an MBE subcontractor participation goal, including subgoals, if applicable, for each PORFP issued under Functional Area II of the RFP, and shall set a goal, if appropriate. Such goal would apply only to the Functional Area II portion of such PORFP.

Each Offeror **that includes in its proposal a response to provide Functional Area II services**, shall complete, sign and submit the Judiciary Offeror Acknowledgment of PORFP MBE Participation Commitment (Attachment G-3) at the time it submits its response to this RFP. **Failure of a Functional Area II Offeror to complete, sign, and submit the Judiciary MBE Participation Commitment (Attachment G-3) at the time it submits its response to this RFP, will result in the AOC's rejection of the Offeror's Proposal for Functional Area II.**

Each subcontractor named by the Master Contractor as part of its PORFP response MBE participation plan must be an MBE certified by the Maryland State Department of Transportation.

The Master Contractor when submitting a PORFP for Functional Area II –Training and Installation, must complete and submit Attachment G-1 (Schedule for Participation of Minority Business Enterprises) and Attachment G-2 (Minority Contractor Project Disclosure and Participation Statement). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its response to the PORFP will result in the AOC's rejection of the Master Contractor's response to the PORFP.**

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1269. The directory is also available at <http://www.mdot.state.md.us>. The most current and up-to-date information on MBEs is available via this website.

1.24 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Master Contract if selected for Master Contract award.

1.25 Procurement Method

This Master Contract will be awarded in accordance with the competitive sealed proposals process.

1.26 Verification of Registration and Tax Payment

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. Any potential Offeror should complete registration prior to the due date for receipt of proposals. Failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Master Contract award.

1.27 Payments by Electronic Funds Transfer

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

1.28 Contract Extended to Include Other Non-State Governments or Agencies

To the extent permitted by law, other entities may purchase from the Master Contractor goods or services covered by this Contract at the same prices chargeable to the Judiciary.

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SECTION 2 – SCOPE OF WORK

2.1 Scope

The scope of this solicitation encompasses three functional areas as follows:

- 1) Functional Area I – COTS Software (**excluding Microsoft and Novell Software**)
- 2) Functional Area II – Installation and Training Services
- 3) Functional Area III- Manufacturer’s Software Maintenance

2.2 General Requirements

Depending upon the requirements of PORFP, the following shall apply:

2.2.1 Required Project Policies, Guidelines and Methodologies

The Master Contractor shall keep itself informed of and comply with all Federal, State and local laws, regulations, ordinances, policies, standards and guidelines affecting IT projects applicable to its activities and obligations under this Contract, as those laws, policies, standards and guidelines may be amended from time to time, and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Master Contract.

2.3 Functional Area I – COTS Software

2.3.1 Master Contractors shall provide COTS software, in accordance with the guidelines provided hereunder. Master Contractors may add Manufacturer Product Lines periodically throughout the term of the Master Contract in accordance with the terms of Section 2.7. This includes software licenses which grant the AOC the right to run or access the purchased software program within the terms and conditions of the license agreement.

2.3.2 Master Contractors shall refund to the AOC within 30 calendar days of receipt of the returned COTS software, the purchase price of the returned COTS software, including shipping costs. The AOC shall not be charged restocking fees.

2.3.3 Master Contractors shall provide prepaid delivery, FOB (the delivery destination specified in the PORFP) to any Judiciary eligible customer located within Maryland’s geographic boundaries. Unless specified otherwise in a PORFP, all COTS software is to be delivered, prepaid, to the location specified in a PORFP within 3 business days from the date of the PO. Similarly, provided a PORFP allows at least 3 business days delivery time, any price proposed in response to a PORFP that is lower than MSRP will be construed to include delivery within 3 business days from the date of the PO.

If a PORFP specifies delivery in less than 3 business days (which will be termed an expedited delivery) and an Offeror proposes the MSRP as its proposal price, the Offeror may include as a separate distinct charge, the cost of the expedited delivery. However, if an offeror proposes a price lower than the MSRP for a PORFP that requires expedited delivery, the PORFP proposal price shall include the cost of the expedited delivery and no separate, additional charge will be permitted.

Title does not pass until the shipment reaches the destination, and the goods belong to seller while in transit.

2.4 Functional Area II – Installation and Training Services

Installation and/or Training services may only be purchased when purchasing COTS software under Functional Area I – COTS Software or Functional Area III – Manufacturer’s Software Maintenance. Functional Area II services may not be purchased alone. Installation services required separately from the purchase of COTS software must be purchased via a separate procurement.

2.4.1 Installation Services

Installation services are limited to the installation of the COTS Software with only the configuration necessary to ensure that the COTS software operates properly in the AOC’s environment. Installation services shall not include customization or installation-specific enhancements.

2.4.2 Training Services

Training may only be purchased contemporaneously with the original purchase of COTS Software or with the purchase of Manufacturer’s Software Maintenance and shall include, but is not limited to:

- Formal on-site or off-site training that is planned in advance and that has a defined curriculum;
- Computer-based training that includes software that provides interactive, self-paced training at your desktop, workstation, or laptop computer; and
- Web-based training that provides courses or classes that are accessible via an internal Intranet or the Internet.

2.5 Functional Area III – Manufacturer’s Software Maintenance

2.5.1 Manufacturer’s Software Maintenance may be purchased in conjunction with or separately from Functional Area I – COTS Software, at any time, or in conjunction with Functional Area II – Installation and Training. Only Master Contractors authorized by the Manufacturer or Distributor of the COTS software may provide Manufacturer’s Software Maintenance. Manufacturer’s Software Maintenance shall include, but is not limited to:

- Electronic media and consulting services, upgrades and enhancements for technology advancements, improved functionality, and compatibility with new industry standards;
- Direct access to experienced consultants of the software;
- Flexible service options including telephone or e-mail support;
- Timely problem resolution of reported discrepancies;
- Remote technical support; and
- Online self-help functions.

2.6 Warranty

Master Contractors shall provide the Manufacturer’s Warranty with their response to a PORFP for Functional Area I. Master Contractors shall be responsible for coordinating warranty issues. On-site

warranty will begin upon acceptance of the COTS software by the AOC. Acceptance will be defined in the PORFP as either receipt or installation. On-site warranty means the Master Contractor will either remotely access or travel, if necessary, to the facility where the warranty service is required at no additional cost to the AOC during the manufacturer's warranty period.

2.7 Procedure for Adding a Manufacturer's Product Line

Each Master Contractor, in a Functional Area, may add additional Manufacturer Product Lines, in that Functional Area, throughout the life of the Software Master Contract. To add a Manufacturer product line, a Master Contractor must submit a Letter of Authorization from the Manufacturer or Distributor for each new product line proposed. Once the Letter of Authorization has been confirmed by AOC, the Manufacturer product line will be added to that Master Contractor's list of product lines available.

Requests to add new product lines, with the required Letters of Authorization, shall be submitted to the CM for consideration by the 10th business day of each month. Approved requests will be added to the Manufacturer/Master Contractor matrix by the first business day of the following month.

2.8 PORFP Procedures

2.8.1 PORFP Content

The AOC POC will submit a PORFP to all Master Contractors awarded a Master Contract to sell the manufacturer product line requested. As an example, each PORFP may contain the following information:

- A) Service Location;
- B) Service Location POC;
- C) AOC POC;
- D) Description of the required software and version number;
- E) Delivery requirements;
- F) Invoicing instructions;
- G) Required date for submission of quotation;
- H) Installation requirements, if applicable;
- I) Training requirements, if applicable;
- J) Type of PORFP (Fixed Price or Time and Materials);
- K) Manufacturer's Software Maintenance requirements, if applicable;
- L) Performance period;
- M) Security requirements, if applicable.

2.8.2 PORFP Submission Requirements

Upon receipt of a PORFP, each Master Contractor shall, no later than the PORFP due date and time, either prepare and submit a detailed quotation, or provide an explanation for why they do not intend to submit a quotation. As an example, the quotation may provide the following:

- A) Explanation of how the Master Contractor intends to meet the requirements of the PORFP;
- B) Description of the proposed COTS software and version number;
- C) Transportation and delivery schedule;
- D) Installation services provided and schedule, if applicable;
- E) Manufacturer's Software Maintenance provided, if applicable;
- F) Training Services provided and schedule, if applicable;

- G) Guarantee that the COTS proposed will be virus free;
- H) A statement that the Master Contractor is authorized by the Manufacturer or Distributor to provide the COTS software and/or services as of the date of the response;
- I) Subcontractors, if any, including required letters of authorization;
- J) Warranty terms;
- K) Proposed price; and
- L) Captured COTS publisher or other COTS distributor screen shot of current MSRP as of date of PORFP proposal submission. Subject to the approval of the Judiciary, a comparable substitute directly from the COTS publisher or other COTS distributor may be acceptable.

2.8.3 Procedure for Awarding a PORFP

Evaluation criteria for award will be established at the PORFP level. The PO will be awarded to the Master Contractor whose proposal is determined to be the most advantageous to the Judiciary, considering price and the evaluation factors set forth in the PORFP. The AOC will initiate and deliver a PO to the selected Master Contractor.

2.8.4 Delivery of Software and Services

Delivery of COTS software and any Manufacturer’s Maintenance, Installation and/or Training services shall be initiated only upon issuance of a PO authorized by the AOC.

2.9 Order Processing Procedure

2.9.1 The Master Contractor shall provide the order processing procedure necessary to demonstrate how they will perform the requirements in a PORFP. The Master Contractor is expected to establish a project organization/office to provide overall management of the Contract work. The Master Contractor shall manage dedicated personnel, and all subcontractors.

2.9.2 The Master Contractor shall designate a primary POC, who will be responsible for the response to any PORFPs and overall cost, schedule, and technical performance. This individual will be the principal POC throughout the duration of the Master Contract.

2.10 Insurance Requirements

2.10.1 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. A copy of the Offeror’s current certificates of insurance (property, casualty and liability) should be submitted with Offeror’s proposal in accordance with Section 3.4.3 of the RFP.

2.10.2 All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate and positive notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Contractor, at least 60 days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.

2.10.3 The limits required below may be satisfied by either individual policies or a

combination of individual policies and an umbrella policy. The requiring of any and all insurance as set forth in this RFP, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

No acceptance and/or approval of any insurance by AOC, or the Manager of Procurement, shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract.

A. The Contractor shall maintain Worker's Compensation insurance as required by the laws of the State of Maryland and including Employer's Liability coverage with a minimum limit of \$500,000-each accident; \$500,000 disease-each employee; and \$500,000 disease-policy limit.

B. Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal or bodily injuries and \$1,000,000 per occurrence and aggregate for property damage. A combined single limit per occurrence of \$2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by or for the Administrative Office of the Courts within the scope of this Contract. Such insurance shall include but shall not be limited to, the following:

C. Comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations, b) completed operations, c) independent Contractors, d) liability assumed by oral or written contract or agreement, including this contract, e) additional interests of employees, f) notice of occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) incidental (contingent) medical malpractice, j) extended definition of bodily injury, k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, l) broad form coverage for damage to property of the Administrative Office of the Courts, as well as other third parties resulting from completion of the Contractor's services.

D. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.

E. Comprehensive Automobile Liability:

Limit of Liability - \$1,000,000 Bodily Injury
\$1,000,000 Property Damage

In addition to owned automobiles, the coverage shall include hired automobiles and non-owned automobiles with the same limits of liability.

The insurance required under sub-paragraphs (A),(B), (C) and (D) above shall provide adequate protection for the Contractor against claims which may arise from the Contract, whether such claims arise from operations performed by the Contractor or by anyone directly or indirectly employed by him, and also against any special hazards which may be encountered in the

performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to other.

Any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverage's in the same amounts specified above.

2.11 Invoicing

2.11.1 All invoices shall be submitted by the Master Contractor within the time period required in the PORFP and shall include, at the minimum, the following information:

- A) Billing name and address of Service Location as identified in the PO;
- B) Master Contractor name;
- C) Products(s) and/or service(s) purchased listed separately including the amount for each individual charge
- D) Supporting Documentation
- E) E-mail address/phone number of Master Contractor's POC;
- F) Remittance address;
- G) Federal taxpayer identification or (if owned by an individual) Master Contractor's social security number;
- H) Invoice period, invoice date, invoice number and amount due, and;
- I) PO number(s) being billed.

Invoices submitted without the required information will not be processed for payment until the Master Contractor provides the required information.

2.11.2 The Master Contractor shall submit the invoices for any PO to the billing address as identified in the PO. The Judiciary is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Master Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

2.12 Personnel Qualifications (Functional Area II)

2.12.1 For Training and Installation services only:

- A) Master Contractors shall only propose staff available at the time of the PORFP. In response to each PORFP, Master Contractors shall provide personnel that satisfy the personnel qualifications specified within Section 2.13 for each of the labor categories required under the specific PORFP.
- B) Specific areas of required expertise may be further defined in the PORFP. Master Contractors shall certify that all candidates meet the required qualifications.
- C) The PORFP shall define specific requirements for the services required. The PORFP shall clearly identify all applicable experiences related to the COTS software.
- E) Substitution of Education for Experience. Substitution of education for experience may be permitted at the discretion of the Judiciary.

- F) Substitution of Experience for Education. Substitution of experience for education may be permitted at the discretion of the Judiciary.
- G) Substitution of Professional Certificates for Experience: Professional certification may be substituted for up to two (2) years of general and specialized experience. The AOC shall approve or disapprove substitutions.

2.12.2 Substitution of Personnel

- A) Individuals proposed and accepted as personnel for PORFPs are expected to remain dedicated throughout the term of the PORFP award. Substitutions will be allowed only when the AOC specifically agrees to the substitution in writing or due to an emergency circumstance as described below. All proposed substitutes of personnel must have qualifications at least equal to that of the person initially proposed and evaluated and accepted in the PORFP. The burden of illustrating this comparison shall be the Master Contractor's. The resumes of the initially proposed personnel shall become the minimum requirement for qualifications for successor personnel for the duration of the total PORFP term. Substitution of experience for education may be permitted at the discretion of the Judiciary. If one or more of the personnel are unavailable for work under a PORFP for a continuous period exceeding 15 calendar days, the Master Contractor shall immediately notify the AOC and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of notification to the AOC. All substitutions shall be made in accordance with this provision.
- B) During the performance period for a PORFP, no substitutions of personnel will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or as otherwise approved by the AOC. In any of these events, the Master Contractor shall promptly notify the AOC and provide the information required above. All proposed substitutions of personnel for other than emergency situations must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the AOC, with the information required above. AOC must agree to the substitution in writing before such substitution shall become effective.
- C) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute, and any other information requested by the AOC to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and work experience equal to or better than the resume initially proposed for personnel; the burden of illustrating this comparison shall be the Master Contractor's.

2.13 Labor Categories and Qualifications

2.13.1 Training Specialist/Instructor

Duties: Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

Education: A Bachelor's Degree from an accredited college or university with a major in Education/Training in the areas of Computer Science, Information Systems, Engineering, Business, or other

related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 4 years of experience in information systems development, training, or related fields.

Specialized Experience: At least 2 years of experience in developing and providing IT and end user training on computer hardware and application software.

2.13.2 Network Administrator

Duties: Performs a variety of network management functions related to the operation, performance or availability of data communications networks. Experience with cable/LAN meters, protocol analyzers, SNMP and RMON based software products. Knowledge of Ethernet, FDDI and high speed WANs and routers. Analyze client LANs/WANs, isolate source of problems, and recommend reconfiguration and implementation of new network hardware to increase performance. Requires an advanced knowledge of network operating systems. Modifies command language programs, network start up files, assigns/reassigns network device logicals, participates in load balancing efforts throughout the network to achieve optimum device utilization and performance. Establishes new user accounts on the network granting access to required network files and programs. Manages network Email functions. Establishes mailboxes and monitors mail performance on the network. Troubleshoots network/user problems, presents resolutions for implementation. Prepares a variety of network resource reports.

Education and other Requirements: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field, or two years of college or university study in Computer Science, Information Systems, Engineering or a related field. If applicable, should be certified as a network administrator for a specific network operating system as defined in the State solicitation. Certification criteria is determined by the network operating system manager. An additional year of specialized experience may be substituted for the required education.

General Experience: Two years of experience in a computer-related field.

Specialized Experience: One year of experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, data communications equipment installation and maintenance, or computer systems administration and management.

2.13.3 Subject Matter Expert

Duties: Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 7 years of experience in the IT field.

Specialized Experience: At least 5 years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

2.14 Travel Reimbursement

Routine travel is travel within a 50-mile radius of the Service Location, as identified in the PORFP, or the Master Contractor's facility, whichever is closer to the training or installation site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Master Contractor's facility.

Non-routine travel is travel beyond the 50-mile radius of Service Location, as identified in the PORFP, or the Master Contractor's facility, whichever is closer to the training or installation site. Non-routine travel will be identified within a PORFP, if appropriate, and will be reimbursed according to the Judiciary's travel regulations and reimbursement rates, which can be found at:

<http://courts.state.md.us/family/grants/2011/judiciarytravelpolicy.pdf>

If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel and will not be reimbursed. The Master Contractor may bill for labor hours expended in traveling by automobile beyond the identified 50-mile radius.

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SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit proposals in two separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

Offerors will be required to submit only one Proposal, even if proposing multiple functional areas. Each functional area will be evaluated as a separate and independent proposal. As described below, the Technical Proposal shall contain a section on Offeror experience and capabilities and separate sections for each functional area proposed. Offerors must follow the instructions within this section.

3.2 Proposals

Volume I-Technical Proposal shall be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer. An unbound original, so identified and one copy of each volume are to be submitted. An electronic version (CD) of both the Volume I- Technical Proposal and the Volume II- Financial Proposal shall also be submitted with the unbound originals technical or financial volumes respectively. The electronic versions shall bear a label on the outside containing the RFP number and name, the name of the Offeror, and the Volume number (I or II).

3.3 Submission

Each Offeror is required to submit a separate sealed package for each Volume, which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal respectively. Each sealed package shall bear the RFP title and number, name and address of the Offeror, the Volume number (I or II), functional areas proposed and closing date and time for receipt of the proposals on the outside of the package. Offerors shall submit only one Technical Proposal and one Financial Proposal, even if proposing to all three functional areas. Offerors shall include a separate section for each functional area proposed describing what part of that functional area (as described in Section 2) the Offeror has the ability to provide and how the Offeror qualifies to provide what is proposed. All pages of both proposal Volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter

A transmittal letter shall accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror’s Responsibilities in Section 1.19.

3.4.2 Format of Technical Proposal

Inside a sealed package described in Section 3.3, above, an unbound original, to be so labeled, one copy and the electronic version shall be provided. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror’s Technical Proposal shall be organized and numbered in the

same order as this RFP. This proposal organization will allow Judiciary officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by paragraph number.

The Technical Proposal shall include the following section in this order:

3.4.2.1 Title and Table of Contents

The Technical Proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal.

3.4.2.2 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary”. The Summary shall provide a broad overview of the contents of the entire proposal. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. If there are no exceptions taken, the Offeror is to state that they have no exceptions to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. In addition, the Offeror shall clearly identify each functional area for which they are proposing. Offerors certified as a Maryland Minority Business Enterprise are asked to provide those certification numbers.

3.4.2.3 Manufacturer’s or Distributor’s Letter of Authorization

- A) Offerors must state each Manufacturer product line that they propose selling through the Software Master Contract.
- B) Manufacturer or Distributor’s Letters of Authorization are required for each Manufacturer product line proposed by the Offeror. An Offeror may not propose a Manufacturer product line without providing the required Letter of Authorization at the time it submits its proposal. The Letter of Authorization shall certify that the Offeror is an authorized reseller or distributor of the Manufacturer’s COTS software, or is authorized to provide Installation, Training and/or Maintenance services. The Letter of Authorization shall be on the Manufacturer or Distributor’s letterhead or through a Manufacturer’s or Distributor’s e-mail. Each Letter of Authorization or e-mail must provide the following information:
 - Manufacturer or Distributor POC name and alternate for verification
 - Manufacturer or Distributor POC mailing address
 - Manufacturer or Distributor POC telephone number
 - Manufacturer or Distributor POC email address
 - Manufacturer or Distributor POC fax number
 - If available, a Re-seller Identifier

3.4.2.4 Explanation of Offeror’s Order Fulfillment Capabilities, including:

- Order receipt
- Order processing and routing
- Order Tracking
- Customer service and inquiry support
- Shipping, including express shipping

- Invoicing
- Returns
- Quality control
- Order turnaround time

3.4.2.5 Offeror Experience and Capabilities

This section shall include the following:

- A) Offeror’s organization experience, type of COTS software and/or services provided and the length of time the organization has been providing the COTS software and/or services.

3.4.3 Other Required Submissions

- A) Completed Bid/Proposal Affidavit (Attachment B)
- B) A copy of the Offeror’s current certificate of insurance required by Section 2.10 (property, casualty and liability), which, at a minimum, shall contain the following:
- Carrier (name and address)
 - Type of insurance
 - Amount of coverage
 - Period covered by insurance
 - Exclusions
- C) Completed MBE Participation Commitment (Attachment G-3)

3.5 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Sections 3.2 and 3.3, the Offeror shall submit an original unbound copy, one copy and an electronic version of the Financial Proposal as follows:

Complete the Price sheets as provided in Attachment D – Price Proposal Form and Instructions.

3.5.1 For Functional Area I – COTS Software and Functional Area III- Manufacturer’s Software Maintenance:

Offeror’s shall certify by signing, as applicable, Attachment D-1 and D-3 that the Offeror shall provide pricing no higher than the MSRP as of the date of the PORFP proposal submission.

For items not having an MSRP, as in the case when a manufacturer is the only distributor of its own product, the manufacturer’s proposed price on its letterhead will be sufficient for MSRP pricing.

3.5.2 For Functional Area II –Installation and Training Services

- A) Installation Services:

If proposing to provide Installation Services, the Offeror must complete Attachment D-2 Installation and Training Services Labor Rate Schedule. The prices entered on form D-2 are the maximum prices that may be proposed by a Master Contractor for these services. Prices at the

PORFP level may be proposed at or below the prices on form D-2, and will be fixed price for the duration of the associated PO. When combined with a software purchase in the PORFP, the price(s) for Installation must be priced separately from the price(s) of the software in the Proposal.

B) Training Services:

If proposing to provide Training services, the Offeror must complete Attachment D-2 Installation and Training Services Labor Rate Schedule. The prices entered on form D-2 are the maximum prices that may be proposed by a Master Contractor for these services. Prices at the PORFP level may be proposed at or below the prices on form D-2, and will be fixed for the duration of the associated PO. When combined with a software purchase in the PORFP, the price(s) for training must be priced separately from the price(s) of the software in the Proposal.

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SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

Master Contracts will be awarded to all qualified Offerors in accordance with the Competitive Sealed Proposals procurement process.

4.2 Technical Criteria

The criteria to be applied to each Technical Proposal are listed in descending order of importance:

- Letter of Authorization (RFP Section 3.4.2.3)
- Offeror's order fulfillment capabilities (RFP Section 3.4.2.4)
- Offeror's experience (RFP Section 3.4.2.5)

4.3 Financial Criteria

Financial Proposals will be evaluated separately. Prices set by Master Contracts are the maximum prices the AOC will pay for any COTS software, Installation and Training, and/or Manufacturer's Software Maintenance services.

4.4 Selection Procedures

4.4.1 General Selection Process:

4.4.1.1 The Contract shall be awarded in accordance with the competitive sealed proposals process under Article IV of the Judiciary's Procurement Policy. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

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

4.4.2 Selection Process Sequence

4.4.2.1 The first level of review shall be an evaluation for technical merit by the selection committee. During this review discussions may be held with all Offerors who are deemed reasonably susceptible of award. The purpose of such discussions shall be to assure a full understanding of the Judiciary's requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the Judiciary.

4.4.2.2 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

- 4.4.2.3 The financial proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- 4.4.2.4 When in the best interest of the Judiciary, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- 4.4.2.5 Upon completion of all discussions and negotiations, and reference checks, if any, the Procurement Officer shall recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the Judiciary considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical shall be given greater weight than price factors.

4.4.3 Award Determination

Upon completion of all discussions and negotiations, the Procurement Officer will recommend award of a Master Contract to all technically qualified Offeror(s).

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ATTACHMENT A – Commercial Off-The-Shelf Software Contract

Contract number: K12-0024-25L
Standard Terms and Conditions

MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS **Commercial Off-The-Shelf Software Master Contract**

This Contract is made this ____ day of _____ 2011, by and between the Administrative Office of the Courts (the “AOC”) in the State of Maryland and **corporate name plus 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 Commercial Off-The-Shelf Software (hereinafter “Goods”) Training and Installation and/or Maintenance (hereinafter “Services”), for the Judiciary as described in the PO and the PRFP. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A, B, C, and D, the terms of this Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provisions:

Exhibit A: Request for Proposals dated September 14, 2011 and all amendments and exhibits thereto (collectively referred to as the “RFP”)

Exhibit B: Contractor’s Technical Proposal dated date of response (collectively referred to as “the Proposal”)

Exhibit C: Contractor’s Financial Proposal dated date of response

Exhibit D: Contract Affidavit

1.2 The Procurement Officer may, at any time, by written order make changes in the work within the general scope of the Contract, the PORFP, or the PO. 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.

1.3 Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty days (30) 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.

- 1.4 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

The term of this Contract shall be for a period of five (5) years, beginning on the date that the AOC executes the Master Contract, unless terminated earlier as provided in this Master Contract.

3. Consideration and Payment

- 3.1 In consideration of the satisfactory performance of the services and delivery of the goods set forth in this Contract and any PORFP, the AOC shall pay the Contractor in accordance with the not-to-exceed rates and terms of Exhibit C, Contractor's Financial Proposal. POs that are on a time and material basis shall include a not-to-exceed ceiling for payments. Any work performed by the Contractor in excess of the ceiling amount of any PO without the prior written approval of the Contract Manager is at the Contractor's risk of non-payment. Payment under POs issued on a fixed price basis shall be limited to the price specified in the PORFP, regardless of the actual cost to the Contractor.
- 3.2 Invoices must be provided in the format and on the schedule identified in the PORFP. Each invoice must reflect the Contractor's federal tax identification number, which is _____ and 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; retainage (if applicable), 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 pursuant to this Contract shall be made no later than thirty days after the Judiciary's acceptance of goods and/or services 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.

4. PORFPs

A PORFP may specify terms in addition to the terms specified herein. Such additional terms may include warranties, deliverables, and acceptance test requirements. PORFPs and POs may not limit the AOC's rights as provided by law, in this Contract, or in the RFP and may not change the terms of this Contract or the RFP.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at

any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the Judiciary all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the Judiciary in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination of this Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the Judiciary to the place designated by the Procurement Officer.

6. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor’s computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

7. Loss of Data

In the event of loss of any Judiciary data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor.

8. Warranties

The Contractor hereby represents and warrants that:

- 8.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;

- 8.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 8.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- 8.4 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.

9. Non-hiring of Employees

No employee of the State of Maryland or any unit hereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor.

10. Non-employment of Contractor's employees

Nothing in this contract shall be construed to create an employment relationship between AOC and any employee of either the Contractor or Contractor's subcontractors. Contractor is responsible for the acts and omissions of its agents, employees, and subcontractors.

11. 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 Appeals Board within 15 days of the Procurement Officer's decision.

12. 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 State Government Article § 12-204. No action relating to this contract shall be brought in any forum other than Maryland, whether or not the AOC and State are parties to such an action.

13. Amendments

Except as provided in section 2, any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law and the Judiciary's Procurement Policy.

14. Non-discrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against any person because of race, color, religion, age, sex, marital status, national origin, disability, familial status, genetic information, and sexual orientation; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

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

16. Non-availability of Funding

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

17. 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.

18. 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.

19. 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.

20. Suspension of Work

The AOC unilaterally may order 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.

21. Pre-existing Regulations

The applicable statutes and regulations of the State of Maryland, including those of the Judiciary, are incorporated in this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of § 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland.

23. Political Contribution Disclosure

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

24. Right to Audit

The Contractor shall cooperate fully with any audit conducted by the State. The Contractor shall retain and maintain all records and documents 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 and AOC, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

25. Cost and Price Certification

By submitting cost or price information, the Contractor certified to the best of its knowledge that the information submitted was accurate, complete, and current as of **(enter the date of the financial proposal)**. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of the financial proposal was inaccurate, incomplete, or not current.

26. Subcontracting and Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the Procurement Officer's prior written approval, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the Procurement Officer's prior written approval. Any such subcontract or assignment shall be subject to any terms and conditions that the Procurement Officer deems necessary to protect the interest of the State. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

27. Indemnification

- 27.1 The Contractor shall indemnify the AOC against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 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.
- 27.6 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.

28. Public Information Act Notice

The AOC provides public access to records in accordance with § 10-617(d) of the State Government Article, Annotated Code of Maryland, and other laws relating to access to public records, including Maryland Rules of Procedure, Rules 16-1001 through 16-1011. If a request is made to review any records pertaining to this contract, the Contractor may be contacted, 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.

29. Conflict of Interest

- 29.1 "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State or the AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.
- 29.2 "Person" includes a contractor, consultant, or subcontractor or subconsultant 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.
- 29.3 The Contractor warrants that, except as disclosed in § D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

29.4 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**):

29.5 The Contractor agrees that if an actual or potential conflict of interest arises after the contract commences, the Contractor shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken. The existence of a conflict of interest is cause for termination of the Contract as well as disciplinary action against an employee for whom a conflict exists.

30. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the Judiciary hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are received by the Judiciary. Title of all such deliverables passes to the AOC upon receipt by the AOC subject to the AOC’s acceptance and payment for the same in accordance with the terms of this Contract.

31. Nonvisual Accessibility Warranty

The Contractor warrants that the information technology offered under the proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

32. Patents, Copyrights, Intellectual Property

32.1 If the Contractor furnishes any design, device, material, process, or other item, which 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 to permit the Judiciary to use such item or items.

32.2 The Contractor will defend or settle, at its own expense, any claim or suit against the Judiciary alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party’s patent, trademark, trade secret, or copyright, the Contractor will defend the Judiciary against that claim at

contractor's expense and will pay all damages, costs and attorney fees that a court finally awards, provided the State (i) promptly notifies that Contractor in writing of the claim; and (ii) allows contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 32.3 below.

32.3 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 will, at its option and expense: (a) procure for the Judiciary 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.

33. Notices

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

State: Maryland Judiciary
Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401

Contractor: _____

SIGNATURES:

In Witness Whereof, the parties have signed this Contract this _____ day of _____, 2011

Contractor:

_____ (SEAL) Date: _____

Signature
Authorized Representative

Maryland Judiciary

By: _____ Date: _____

Susan S. Howells, Executive Director
Procurements and Contract Administration

Approved for form and legal sufficiency this ____ day of _____, 2011

David R. Durfee Jr.
Executive Director, Legal Affairs

Reviewed:

_____ Date: _____

Frank Broccolina
State Court Administrator

Approved:

_____ (SEAL) Date: _____

Robert M. Bell, Chief Judge
Court of Appeals of Maryland



ATTACHMENT B - Bid/Proposal Affidavit

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), 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):

D. 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)—(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 §§B and C and subsections D(1)—(8) 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):

E. 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).

F. 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):

G. 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.

H. 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 offeror 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. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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.

J. 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.

K. ACKNOWLEDGEMENT

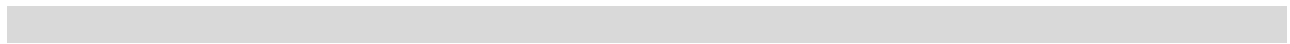
I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject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

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)



ATTACHMENT C - Contract Affidavit



CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and 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:

Name and 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 — 14-108, 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 \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____
(printed name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)



ATTACHMENT D – Price Proposal Form and Instructions

Instructions

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Instructions and Price Forms have been prepared. Offerors shall submit their price proposal on the forms in accordance with the instructions on the forms and as specified herein. Do not alter the forms or the price proposal may be rejected. The Price Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

OFFERORS SHALL DETERMINE WHICH FUNCTIONAL AREAS TO PROPOSE EXCEPT, IF PROPOSING FUNCTIONAL AREA II AN OFFEROR MUST ALSO PROPOSE FUNCTIONAL AREA I AND/OR FUNCTIONAL AREA III. FUNCTIONAL AREA II CANNOT BE PROPOSED ALONE.

FORM D-1 FUNCTIONAL AREA I COTS SOFTWARE MSRP COMMITMENT

The Offeror must acknowledge the use of the MSRP as a ceiling price for the master contract and commit to charging no more than MSRP published on-line at the time of the PORFP proposal submission.

FORM D-2 FUNCTIONAL AREA II INSTALLATION AND TRAINING SERVICES

Offerors are required to record the fully-loaded hourly prices they are proposing for each listed item. Record the hourly labor rate for all 5 years of the Master Contract for all labor categories.

FORM D-3 FUNCTIONAL AREA III MANUFACTURER'S SOFTWARE MAINTENANCE MSRP COMMITMENT

The Offeror must acknowledge the use of the MSRP as a ceiling price for the master contract and commit to charging no more than MSRP published on-line at the time of the PORFP proposal submission.

ATTACHMENT D-1 – Functional Area I
COTS Software MSRP Commitment

I acknowledge by signing this attachment, the requirement of providing pricing no higher than the MSRP as of the date of PORFP proposal submission.

OFFERORS SHALL STATE BELOW THE MANUFACTURER OF THE COTS SOFTWARE PROPOSED (Attach additional sheets, if necessary):

Submitted By:

Authorized Signature

Date

Printed Name And Title

Company Name

Company Address

FEIN Number

Telephone Number

ATTACHMENT D-2 – Functional Area II

Installation and Training Services Labor Rate Schedule

NOTE: COMPLETING D-2 REQUIRES OFFERORS TO ALSO COMPLETE D-1 FOR THE CORRESPONDING SOFTWARE AND/OR D-3 FOR MAINTENANCE

#	Labor Category	Contract Year1 Fully Loaded Hourly Rate	Contract Year2 Fully Loaded Hourly Rate	Contract Year3 Fully Loaded Hourly Rate	Contract Year4 Fully Loaded Hourly Rate	Contract Year5 Fully Loaded Hourly Rate
1.	Training Specialist/Instructor					
2.	Network Administrator					
3.	Subject Matter Expert					

*Contract Year 1 will begin on the date the AOC executes the contract and shall continue for twelve months. See RFP Section 1.5 for Master Contract Duration.

Submitted By

Authorized Signature

Date

Printed Name And Title

Company Name

Company Address

FEIN Number

Telephone Number



ATTACHMENT D-3 – Functional Area III

Manufacturer’s Software Maintenance MSRP Commitment

I acknowledge by signing this attachment, the requirement of providing pricing no higher than the MSRP for the specified manufacturer’s software maintenance as of the date of PORFP proposal submission.

OFFERORS SHALL STATE BELOW THE MANUFACTURER LINE(S) FOR WHICH MAINTENANCE IS BEING PROPOSED (Attach additional sheets, if necessary):

Submitted By:

Authorized Signature Date

Printed Name And Title

Company Name

Company Address

FEIN Number

Telephone Number

ATTACHMENT E- Pre-Proposal Conference Response Form

RFP No. K12-0024-25L

Project Title: **COMMERCIAL OFF-THE-SHELF SOFTWARE**

A pre-proposal conference will be held on September 29, 2011. Registration begins at 8:30 AM and the meeting will begin promptly at 9:30 AM local time at:

Maryland Judiciary
Judiciary Education and Conference Center (JECC)
2011 D Commerce Park Drive
Annapolis, Maryland 21401

Directions to the pre-proposal conference site: See Attachment F

Please mail, email, fax or return this form in person by 1:00 PM on September 26, 2011 advising whether or not you plan to attend this Conference.

Email or fax this form to:

Robin Smith
E-mail: Robin.Smith@mdcourts.gov
Fax: 410-260-2520

Please indicate:

_____ Yes, the following representatives will be in attendance (**Limit 2 per company**):

- 1.
- 2.

_____ No, although we plan to propose to the COMMERCIAL OFF THE SHELF SOFTWARE RFP, we will not be in attendance.

_____ No, we will not be attending.

Company/Firm/Offeror Name

Contract Name & Telephone

ATTACHMENT F - Pre-Proposal Conference Directions

Maryland Judiciary
Judiciary Education and Conference Center (JECC)
2011 D Commerce Park Drive
Annapolis, Maryland 21401



From Baltimore

- Take 695E to 97S.
- Take 97S to 50E.
- Take Exit 24 - Rowe Boulevard. Make a left at the signal onto Bestgate Road.
- Follow through three traffic lights and turn right at the light onto Commerce Park Drive.
- Make a right at the sign for Building Eight, enter at #2011D. Additional parking in the rear at #2009D entrance.

From the Eastern Shore

- Take 301S to 50W.
- Continue on 50W over the Bay Bridge toward Annapolis.
- Take Exit 24B - Bestgate Road.
- Follow through three traffic lights and turn right at the light onto Commerce Park Drive.
- Make a right at the sign for Building Eight, enter at #2011D. Additional parking in the rear at #2009D entrance.

From Western Maryland

- Take 70E to 32E.
- Take 97S to 50E.
- Take Exit 24 - Rowe Boulevard. Make a left at the signal onto Bestgate Road.
- Follow through three traffic lights and turn right at the light onto Commerce Park Drive.
- Make a right at the sign for Building Eight, enter at #2011D. Additional parking in the rear at #2009D entrance.

From Southern Maryland

Charles County:

- Take 301N
- Take 50E to Exit 24 - Rowe Boulevard. Make a left at the signal onto Bestgate Road.
- Follow through three traffic lights and turn right at the light onto Commerce Park Drive.
- Make a right at the sign for Building Eight, enter at #2011D. Additional parking in the rear at #2009D entrance.

St. Mary's County:

- Take Route 4N to Route 2N.
- Take 50E to Exit 24 - Rowe Boulevard. Make a left at the signal onto Bestgate Road.
- Follow through three traffic lights and turn right at the light onto Commerce Park Drive.
- Make a right at the sign for Building Eight, enter at #2011D. Additional parking in the rear at #2009D entrance.



ATTACHMENT G – 1 Schedule for Participation of Minority Business Enterprises

For a fillable form visit: <http://mdcourts.gov/procurement/pdfs/eeo003.pdf>

NOTE: The required MBE forms must be submitted with your technical proposals/bid. Failure to submit the required forms will result in your bid proposal being deemed non-responsive.



SCHEDULE FOR PARTICIPATION OF MINORITY BUSINESS ENTERPRISES

1. Prime Contractor	Name of Firm	Address (Number, Street, City, State, Zip)	Telephone ()
2. Project Location (Number, Street, City, State, Zip)			
3. Project Number			
4. List the data requested for each minority firm involved in this project:			
a. Name of Minority Firm		Address (Number, Street, City, State, Zip)	
Certification No.	Telephone		()
Work or Service to be Performed			
Project Commitment Date	Project Completion Date	Percentage of Total Contract %	
b. Name of Minority Firm		Address (Number, Street, City, State, Zip)	
Certification No.	Telephone		()
Work or Service to be Performed			
Project Commitment Date	Project Completion Date	Percentage of Total Contract %	
5. Minority Firms Total Percentage %			
6. Remarks (Use Plain Bond for Additional Comments)			
This Form Prepared By	First	Middle Initial	Last Telephone ()

If there are additional Minority Firms involved in this project, please attach an additional SCHEDULE FOR PARTICIPATION OF MINORITY BUSINESS ENTERPRISES FORM

DO NOT WRITE BELOW THIS LINE - JUDICIARY USE ONLY

7. Approved Yes No

DATE

SIGNATURE - ADMINISTRATION - MINORITY
BUSINESS ENTERPRISE OFFICER

Reset

ATTACHMENT G – 2 Minority Contractor Project Disclosure and Participation Statement

For a fillable form visit: <http://mdcourts.gov/procurement/pdfs/eeo004.pdf>

NOTE: The required MBE forms must be submitted with your technical proposals/bid. Failure to submit the required forms will result in your bid proposal being deemed non-responsive.



MINORITY CONTRACTOR PROJECT DISCLOSURE AND PARTICIPATION STATEMENT

1. Prime Contractor Name of Firm _____ Address (Number, Street, City, State, Zip) _____ _____	2. Project _____ 3. Project Location (Number, Street, City, State, Zip) _____ _____
4. Subcontractor Enterprise (check one) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture	
5. The undersigned subcontractor is prepared to perform the work/service herein described in connection with the project. This work/service will not be subcontracted to any non-minority firm. Work or Service to be Performed _____ Project Commitment Date _____ Project Completion Date _____	
6. Subcontractors Supervision Staff to Include Foreman (Name, Address, Title) _____ _____	
7. Bonds - Amount and Type Required by Prime Contractor _____ 8. Bonding Company Name and Address _____	
9. Are bonds guaranteed by third party <input type="checkbox"/> Yes <input type="checkbox"/> No	
10. Percentage of Work Performed by Other Than Own Work Source (Include Name of Company and Address) _____ % _____	
11. State the terms of any oral or written agreement(s) or understanding(s) with non-minority persons or firms relating to the assistance, financial or otherwise, to be provided by said persons or firms. _____ _____ The undersigned subcontractors will enter into a written contract with: _____ _____ for the work/service indicated above upon the prime contractor's execution of a contract with the Maryland Judiciary, the undersigned subcontractor is certified by _____ as a Minority Business Enterprise, as of date _____	
<p>*NOTE TO PRIME CONTRACTOR: A failure to achieve the established MBE goal may jeopardize future participation on Maryland Judiciary contracts.</p>	
Certification No. _____	_____ () Subcontractor Signature Telephone No. _____ Print/Type Name of Firm _____ Number Street _____ City State Zip Date _____
I AGREE TO THE TERMS AND CONDITIONS STATED ABOVE	
_____	_____ () Prime Contractor Signature Telephone No. _____ Print/Type Name of Firm _____ Number Street _____ City State Zip Date _____

EEO 4 (Rev. 7/2010)

ADMINISTRATION COPY

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ATTACHMENT G – 3 Offeror Acknowledgment of PORFP MBE Participation Commitment

This completed ATTACHMENT G-3 OFFEROR must be included with the submittal of the Offeror’s technical response to the RFP if the Offeror’s proposal includes Functional Area II – Training and Installation. If the Offeror’s proposal includes Functional Area II and Offeror fails to submit this form with its technical response to the RFP, the Procurement Officer shall determine that the Offeror’s response to the RFP is not reasonably susceptible of being selected for award.

In conjunction with the technical response that _____ (“Offeror”)
(Offeror Name)

submits in response to RFP # K12-0024-25L, I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 25% percent for Functional Area II – Installation and Training, and, subgoals if specified in the PORFP for MBEs classified as African American-owned and for MBEs classified as women-owned. I affirm that if Offeror is awarded a Master Contract under the solicitation noted above, and Offeror responds to a PORFP that contains an MBE participation commitment, Offeror commits to make a good faith effort to achieve the MBE participation goal established in the PORFP. I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

(Offeror Name) (Signature of Affiant)

(Printed Name, Title)

(Address)

(Date)