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**Questions/Responses # 4
Enterprise Resource Planning Implementation
RFP Project #K10-0073-29
March 16, 2011**

Ladies and Gentlemen:

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

76. Question: Since the implementation process is interactive by nature, would the AOC consider negotiating a Statement of Work defining which party is responsible for each piece of the project and how the parties will cooperate to accomplish the goals? The Statement of Work would be entirely consistent with the proposal and would be incorporated into the contract. It should govern in the event of any conflict with other contract documents.

Response: Your response to the RFP is expected to propose your detailed plan of the implementation and will contain the elements you speak of. "Negotiations", or rather clarifications of a proposal are conducted only **prior** to award during oral presentation and such as part of the evaluation process. The contract will incorporate the winning proposal, but the proposal will never govern the contract document itself.

77. Question: Some of the specifics of the insurance requirements are not in keeping with our current insurance language; is the variance in insurance verbiage an issue?

Response: Such an issue can be cured during the evaluation process, if necessary.

78. Question: We take exception to being asked to provide any services if the parties have not agreed on the cost of those services. Should not both parties' interests be served by a clear understanding of the financial impact of change orders prior to modifications of any significant import?

Response: Please see Contract Section 1.4. In addition, any unanticipated deliverables will be addressed via the Task Order Request for Proposal process, which contains a corresponding pricing element

79. Question: Would the AOC be agreeable to a 10% retention release on an agreed upon periodic schedule over the course of the project?

Response: Retainage stands as is.

80. Question, Section 8: Would the AOC amend the dispute resolution clause to include de novo judicial review of disputes, and to clarify that Contractor is not waiving its right to terminate a contract if invoices are not being paid when due?

Response: Section 8 stands as is

81. Question, Section 14: Would the AOC add a provision stating that Contractor, too, has the right to terminate for breach of contract?

Response: Section 14 stands as is

82. Question, Section 24: Would the AOC grant pre-approval of Contractor's ability to assign its right to payment as required by banking and surety agreements to be included in the contract?

Response: No

83. Question, Section 25.1: Will the AOC consider amending the breadth of this indemnification provision?

Response: Section 25 stands as is

84. Question, Section 26: Would the AOC amend to provide for a damages cap of return of the fees paid by AOC, with an exclusion for consequential, incidental, punitive, and special damages?

Response: Section 25 stands as is

85. Question, Section 29: Would the AOC remove references to COTS Software, since software is not provided under this agreement, and add language to this section to clarify that Contractor retains all rights to its pre-existing intellectual property and the right to use know-how learned in the course of providing services under this agreement for the future benefit of AOC or others?

Response: Section 29 will be amended (Amendment #2)

86. Question, Section 30.1 and 30.2: Would the AOC consider deleting these sections as not applicable?

Response: Section 30 will be amended out (Amendment #2)

87. Question: We understand and appreciate the 25% MBE goal for the ERP contract. There are two directed subs, JobAps and STR eGrants, that will have to be incorporated into any response. Neither company is an MBE. We need to know if the directed sub work carries the 25% MBE requirement?

Response: While this office recognizes your concern, please know that the established goal is 25% of the total contract value. Furthermore, the scope of work for the minority firm is established by the prime contractor and not the Maryland Judiciary.

88. Question: Due to the nature of information requested in response to the RFP, a considerable portion of the information provided may require the confidential clause. To extract this relevant data to a separate section will make the response arduously complex to follow from a flow perspective for the reader. We would consider it easier for the AOC readership if the response would flow as designed by the AOC RFP. Therefore we would like to modify the approach. Each section containing confidential information would be individually highlighted within the response. We would then reference the confidential sections between the cover and index as requested. We request your permission to use this simplified approach.

Response: We will accept the modified approach.

Issued By: Gisela Blades, Procurement Officer