



**STATE OF MARYLAND
ADMINISTRATIVE OFFICE OF THE COURTS
PROCUREMENT AND CONTRACT ADMINISTRATION
2003C COMMERCE PARK DRIVE
ANNAPOLIS, MD 21401**

INVITATION FOR BID (IFB) NO. K14-0055-29

FOR

MICRO FOCUS – BORLAND – SILK PRODUCTS

ISSUED:

May 5, 2014

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 IFB at any time prior to any award and execution of a contract. Unauthorized contact with any Judiciary personnel or the Judiciary contracted consultants may be cause for rejection of the Offeror's proposal.

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

KEY INFORMATION SUMMARY SHEET

**STATE OF MARYLAND
ADMINISTRATIVE OFFICE OF THE COURTS
PROCUREMENT AND CONTRACT ADMINISTRATION
ANNAPOLIS, MARYLAND 21401**

INVITATION FOR BIDS (IFB) NO. K14-0055-29

MICRO FOCUS – BORLAND – SILK PRODUCTS

IFB Issue Date: May 5, 2014

IFB Issuing Office: The Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, MD 21401

Procurement Officer: Kelly Moore, Procurement Officer
410-260-1583
kelly.moore@mdcourts.gov

Bids are to be sent to: Kelly Moore, Procurement Officer
Maryland Judiciary, Administrative Office of the
Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, MD 21401

Pre-Bid Conference: N/A

Closing Date and Time: 12:00 Noon, May 15, 2014

Amendments to the Invitation for Bids or other communications shall be posted on the Maryland Judiciary's website and eMarketplace.

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

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SECTION 1 - GENERAL INFORMATION

1.1 Purpose

The purpose of this IFB is to provide information to bidders interested in submitting a bid to meet the State's requirements for the purchase of licenses, support and maintenance for Silk Products. This IFB implies no obligation on the part of the Maryland Judiciary.

1.2 Issuing Office

The sole point of contact for this solicitation is the Procurement Officer:

Kelly Moore
Maryland Judiciary, Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401
kelly.moore@mdcourts.gov

1.3 Procurement Method

This procurement shall be conducted under the Competitive Sealed Bidding process according to the Procurement Policy for the Maryland Judiciary.

1.4 Closing Date

An unbound original and 2 bound copies of each bid must be received by the Procurement Officer at the address listed in the key information Summary Sheet by **12:00 noon, local time on May 15, 2014**, in order to be considered. Bids shall be marked **IFB No. K14-0055-29 – Micro Focus – Borland – Silk Products**, on the outside of the envelope. An electronic version (CD) of the bid must be enclosed with the original bid. CDs are to be labeled with the date, IFB title, IFB number, and bidder's name, and packaged with the original copy of the appropriate bid.

Requests for extensions of this date or time will not be granted. Bidders mailing bids should allow sufficient mail and internal delivery time to ensure timely receipt by the Issuing Office. Bids may not be submitted by e-mail or facsimile.

1.5 Abbreviations and Definitions

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

- a. AOC means Administrative Office of the Courts
- b. Contract means the contract attached to this IFB as Attachment A
- c. Contractor means the selected bidder
- d. Days means calendar days
- e. Local Time means the Eastern Time Zone as observed by the State
- f. MBE means the Minority Business Enterprise currently so certified by the Maryland State Department of Transportation.
- g. Bidder means an entity that submits a bid in response to this IFB.

- h. Procurement Officer means the State representative responsible for this IFB, for the determination of contract scope issues, and the only State representative who can authorize changes to the contract. The Procurement Officer for this IFB is Kelly Moore).
- i. IFB means the Invitation for Bids for K14-0055-29, Micro Focus – Borland – Silk Products dated May 5, 2014, including any and all amendments.
- j. Project Manager means State representative that serves as the technical manager for the resulting contract. The Project Manager monitors the daily activities of the contract and provides technical guidance to the Contractor. IFB Section 1.8 identifies the Project Manager for this contract.
- k. State of Maryland business hours means 8:00 am – 5:00 pm Monday – Friday.

1.6 Pre-Bid Conference

A pre-bid conference will not be held.

1.7 Questions/Inquiries

- 1.7.1 The Procurement Officer shall accept written questions from prospective Offerors. Questions may be submitted to the Procurement Officer by e-mail.
- 1.7.2 The Procurement Officer shall attempt to communicate an answer before the proposal due date. Answers to all substantive questions and which are not clearly specific only to the requestor, shall be posted to the Maryland Judiciary’s website and eMaryland Marketplace.

1.8 Project Manager

Carolyn Fleary

The AOC may change the Project Manager at any time by written notice to the Contractor.

1.9 Contract Type

The contract resulting from this solicitation will be a fixed price contract.

1.10 Term of Contract

Unless the Contract is terminated earlier as provided herein, the term of the Contract shall begin upon execution and will continue until the expiration of the one year Support and Maintenance. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including four, one year renewal options.

1.11 Bid Opening

The Procurement Office shall hold all bids and modifications in a secure place until the due date, after which time the bids if any, will be opened in the presence of at least one State employees and a bid tabulation of bids will be prepared.

1.12 Duration of Bid Offer

Bids shall be valid and irrevocable for 180 days following the closing date for this IFB. This period may be extended by written agreement between a Bidder and the Procurement Officer.

1.13 Revisions to the IFB

If it becomes necessary to revise this IFB before the due date, amendments will be provided to all prospective bidders that were sent this IFB or otherwise are known by the Issuing Office to have obtained this IFB and posted on the Procurement and Contract Administration's website and eMaryland Marketplace. Amendments made after the due date will be sent only to those bidders who submitted a timely bid.

Acknowledgment of the receipt of all amendments issued to this IFB must be stated in the transmittal letter accompanying the bid submission. Acknowledgement of the receipt of amendments issued after the bid due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the bidder from complying with all terms of any such amendment.

1.14 Cancellation of the IFB - Rejection of all Bids

The Procurement Officer may cancel this IFB, in whole or in part, or may reject all bids submitted in response to the IFB whenever this action is determined to be in the Maryland Judiciary's best interest.

1.15 Bid Acceptance

The State reserves the right to accept or reject any and all bids, in whole or in part, received in response to this IFB, or to waive or permit cure of minor irregularities. Bidders whose bids are not accepted will be notified in writing. All bidders should ensure that their bid in response to this IFB is their best and final offer.

1.16 Multiple or Alternative Bids

Neither multiple nor alternative bids will be accepted.

1.17 Incurred Expenses

Neither the State nor the AOC shall be responsible for any costs incurred by a bidder in preparing and submitting a bid in response to this IFB.

1.18 Protests

A bidder may protest the proposed award or the award of a contract for this procurement. Any protest must be filed in accordance with Article VI, Section 1 of the Procurement Policy of the Maryland Judiciary.

1.19 Public Information Acts Notice

Bidders should give specific attention to the identification of those portions of their bid that they deem to be confidential, proprietary information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

1.20 Minority Business Enterprises

There is no MBE Subcontractor participation goal for this solicitation. Minority Business Enterprise firms are encouraged to respond to the solicitation and prime contractors are encouraged to use Minority Business Enterprises as subcontractors.

1.21 Compliance with Law; Arrearages

By submitting a bid in response to this IFB, the bidder, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the contract. By submitting a bid in response to this IFB, the bidder shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and, that it shall not become so in arrears during the term of the contract if selected for contract award.

1.22 Mandatory Contractual Terms

By submitting a bid in response to this IFB, a bidder, **if selected for award**, shall be deemed to have agreed to and accepted all contract terms and conditions set forth in the state's Standard Contract Agreement included as Attachment A of this IFB. A bid that takes exception to these terms will be rejected.

1.23 Bid Proposal Affidavit

All bidders that submit a response to this IFB shall complete Attachment B – Bid Proposal Affidavit. The term "Conflict of interest" means that, because of other activities or relationships with other persons: (i) A person is unable or potentially unable to render impartial assistance or advice to the State; (ii) The person's objectivity in performing the contract work is or might be otherwise impaired; or (iii) A person has an unfair competitive advantage.

Bidders should be aware that if the procurement officer makes a determination before award that facts or circumstances exist giving rise or which could in the future give rise to a conflict of interest, the procurement officer may reject a bid or offer and that after award, the State may terminate the contract, in whole or in part, if it considers termination necessary to avoid an actual or potential conflict of interest. If the contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest before or after award and did not disclose it or misrepresented relevant information to the procurement officer, the State may terminate the contract for default, institute proceedings to debar the contractor from further State contracts, or pursue other remedies as may be permitted by law or the contract. If the conflict of interest involves an employee of the judiciary, disciplinary action may be taken against the employee.

1.24 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential bidder complete registration prior to the due date for receipt of bids. A bidder's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful bidder from final consideration and recommendation for contract award.

1.25 Bidder Responsibilities

The State will enter into contractual agreement only with the selected bidder. The selected bidder shall be responsible for all products and services required by this IFB. All subcontractors must be identified and a complete description of their role relative to the bid must be included in the bidder's response. If a bidder that seeks to perform or provide the services required by this IFB is subsidiary of another entity, all information submitted by the bidder, such as but not limited to, references and financial reports, shall pertain exclusively to the bidder unless the parent organization will guarantee the performance of the subsidiary. If applicable, the bidder's response must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.26 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:

<https://interactive.marylandtaxes.com/extranet/gad/GADLogin/login.asp>

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SECTION 2 - SCOPE OF SERVICES

2.1 Background

The Administrative Office of the Courts, Judicial Information Systems (JIS) is seeking one Contractor to provide licenses, support and maintenance for Micro Focus – Borland – Silk Products as specified in IFB Section 2.2.

2.2 Specifications

- 2.2.1 License for SilkPerformer with Premium v 15.0 for X86 running Win 8.1/8/7/XP SP2+/Vista, Svr 2012 (R2)/2008(R2)/2003 SP2 for 500 Virtual User(s)
- 2.2.2 Quantity 500 - 1 year Support & Maintenance for SilkPerformer v 15.0
- 2.2.3 License for Silk Central v 15.0 for x86-64 running 18,750.00 Win8/7, Svr 2012/2008 R2 SP1/2003 R2 SP2, Vista, XP for 5 Concurrent User(s)
- 2.2.4 Quantity 5 - 1 year Support & Maintenance for Silk Central v 15.0
- 2.2.5 License for SilkTest with Base and Workbench v 14.0 for X86 running Win 8/7/XP SP2+/Vista, Server 2012/2008 R2/2008/2003 SP2 for 5 Concurrent User(s)
- 2.2.6 Quantity 5 - 1 year Support & Maintenance for SilkTest v 14.0

2.4 Training Requirements

- 2.4.1 Contractor shall provide SilkCentral Test Manager 2011 Essentials – Instructor Led: 3 People.
- 2.4.2 Contractor shall provide SilkTest Verification Testing - Web Based Training – 31 Days Access: 3 People.

2.5 Warranty and Maintenance Requirements

The Contractor shall provide the standard one year manufacturer's warranty.

2.6 Payment

Subject to the acceptance of the products and services, the Contractor may invoice for the quoted charges. An invoice must be submitted to Judicial Information Services, Attn: Carolyn Fleary, 2661 Riva Road, Suite 900, Annapolis, Maryland 21401. All such charges shall be derived in accordance with the prices originally quoted on the bid work sheet, attached hereto and made a part hereof. In the event that successful Contractor is not in default of any of the Contract terms and conditions, then AOC shall cause said invoice to be paid timely.

2.7 Insurance Requirements

- 2.7.1 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. The Contractor, if requested by AOC, shall provide certified true copies of any and all of the policies of insurance to AOC. By submitting a bid in response to this solicitation, the bidder warrants that it is able to provide evidence 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. Such evidence of insurance must be delivered to the AOC Office of Procurement before the actual implementation of the Agreement.

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.

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 IFB, 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.

- 2.7.2 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.
- 2.7.3 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:
- A. 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.
 - B. 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.

2.7.4 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.

- 2.7.5 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.
- 2.7.6 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.

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SECTION 3 – BID FORMAT/BASIS FOR AWARD

3.1 Bid Format

- 3.1.1 The Bidder must submit a transmittal letter on the bidder's stationery. The sole purpose of the transmittal letter is to transmit the bid. It should be brief and signed by an individual who is authorized to commit the bidder to the services stated in this IFB. Submit the transmittal letter with the following documents to the Issuing Office prior to the submission deadline:
- 3.1.2 The Bidder must provide a Letter of Authorization from Micro Focus - Borland. The Letter of Authorization shall certify that the Contractor is an authorized reseller of the Manufacturer's products and services. The Letter of Authorization shall be on the Manufacturer letterhead or through a Manufacturer e-mail. Each Letter of Authorization or e-mail must provide the following information:
- Manufacturer POC name and alternate for verification
 - Manufacturer POC mailing address
 - Manufacturer POC telephone number
 - Manufacturer POC email address
 - Manufacturer POC fax number
 - If available, a Re-seller Identifier
- 3.1.3 Bidders that do not submit a Letter of Authorization will be deemed non-responsive.
- 3.1.4 Documents that must be submitted with bid:
- Letter of Authorization
 - Completed Bid/Proposal Affidavit with Resident Agent (IFB Attachment B)
 - Bid Sheet (IFB Attachment D) completed and signed and dated by authorized personnel.
- 3.1.5 The insurance certificate requirements as described in IFB Section 2 must be received by the Procurement Officer within 10 calendar days of the notice of intent to award. In the event the insurance certificate is not received within 10 calendar days after the date of the notice of intent to award, or if such certificate is insufficient respecting the limits and scope specified herein, the Procurement Officer reserves the right to withdraw the award.

3.2 Basis for Award

Upon determination of the most favorable bid, review of the bid for responsiveness, and satisfaction that the bidder is responsible, the Procurement Officer shall, after obtaining all required approvals, award the contract to that bidder.

ATTACHMENTS

Attachment A	Standard Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Bid Proposal Price Sheet

CONTRACT NUMBER: K14-0055-29

**MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS
MICRO FOCUS – BORLAND – SILK PRODUCTS**

STANDARD TERMS AND CONDITIONS

This Contract is made this _____ day of _____ 2014, 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 licenses (herein “products”) including delivery, installation, training, support and maintenance (herein “services) in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

Exhibit B: Invitation for Bid dated May 5, 2014 and all amendments and exhibits thereto (collectively referred to as the “IFB”)

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

1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail.

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

1.4 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.

- 1.5 Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2. Term of the Contract

Unless the Contract is terminated earlier as provided herein, the term of the Contract shall begin upon execution and will continue until the expiration of the one year Support and Maintenance. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including four, one year renewal options.

3. Consideration and Payment

- 3.1 In consideration of the satisfactory acceptance of the products and services, the AOC shall pay the Contractor in accordance with the terms of this Contract and at the rates specified on the Bid Sheet. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to the original form of this Contract may not exceed \$..... (the “NTE Amount”).
- 3.2 All invoices shall be submitted to Judicial Information Services, Attn: Eric Brown, 2661 Riva Road, Suite 900, Annapolis, Maryland 21401 within 30 calendar days after the completion and acceptance of the products and services by the AOC and shall include the following information: name and address of the AOC; vendor name; remittance address; federal taxpayer identification or (if owned by an individual) his/her social security number; invoice period; invoice date; invoice number; amount due; retainage (if applicable), and the deliverable ID number for the deliverable being invoiced.
- 3.3 The serial number, make, and model numbers should be included on the invoices. All invoices for maintenance services shall be billed yearly. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the requested information.
- 3.3 Payments to the Contractor for the products and services shall be made no later than thirty days after the acceptance 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. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. Final payment shall not be construed as a waiver or termination of any rights and remedies available to AOC for any failure of Contractor to perform the Contract in a satisfactory and timely manner.

4. Warranties

The Contractor hereby represents and warrants that:

- 4.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;
- 4.2 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;
- 4.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- 4.4 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. Contingent Fee Prohibition

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

12. 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.

13. Termination for Cause

If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the AOC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the AOC's option, become the AOC's property. The AOC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination, and the AOC can affirmatively collect damages.

14. Termination for Convenience

The performance of work under this Contract may be terminated by the AOC in accordance with this clause in whole or, from time to time, in part whenever the AOC determines that such termination is in the AOC's best interest. The AOC will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

15. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of an AOC contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

16. Suspension of Work

The AOC 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.

17. Pre-existing Regulations

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

18. 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.

19. Political Contribution Disclosure.

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

20. 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.

21. 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 bid sheet)**. 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 bid sheet was inaccurate, incomplete, or not current.

22. 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.

23. Indemnification

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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.

24. 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.

25. Conflict of Interest

25.1 "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.

25.2 "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.

25.3 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.

25.4 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**):

25.5 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.

26. 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: Kelly Moore, Procurement Officer
Maryland Judiciary, Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401

Contractor: specify

SIGNATURES:

In Witness Whereof, the parties have signed this Contract this _____ day of _____, 2014

Contractor:

_____(SEAL)
Signature
Authorized Representative

Date: _____

Maryland Judiciary

By: _____
Gisela Blades, Director
Procurements and Contract Administration

Date: _____

Approved for form and legal sufficiency this ____ day of _____, 2014

By: _____
David R. Durfee Jr., Director
Legal Affairs

Approved:

By: _____
Pamela Harris, State Court Administrator
Maryland Judiciary

Date: _____

ATTACHMENT B – BID PROPOSAL AFFIDAVIT (Authorized Representative and Affiant)

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)

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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: _____

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: _____

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 – K14-0055-29 - PRICE BID SHEET

License Term / License Type	Maintenance Requirements	Start Date mm/dd/yyyy	End Date mm/dd/yyyy	Price
License for SilkPerformer with Premium v 15.0 for X86 running Win 8.1/8/7/XP SP2+/Vista, Svr 2012 (R2)/2008(R2)/2003 SP2 for 500 Virtual User(s)	Quantity 500 - 1 year Support & Maintenance for SilkPerformer v 15.0	TBD	TBD	
License for Silk Central v 15.0 for x86-64 running 18,750.00 Win8/7, Svr 2012/2008 R2 SP1/2003 R2 SP2, Vista, XP for 5 Concurrent User(s)	Quantity 5 - 1 year Support & Maintenance for Silk Central v 15.0	TBD	TBD	
License for SilkTest with Base and Workbench v 14.0 for X86 running Win 8/7/XP SP2+/Vista, Server 2012/2008 R2/2008/2003 SP2 for 5 Concurrent User(s)	Quantity 5 - 1 year Support & Maintenance for SilkTest v 14.0	TBD	TBD	
Silk Central Test Manager 2011 Essentials – Instructor Led			3 People	
Silk Test Verification Testing - Web Based Training – 31 Days Access			3 People	
Base Year 1 Price				

Option Year 1	Quantity 500 – 2 nd . year Support & Maintenance for SilkPerformer v 15.0	
Option Year 1	Quantity 5 – 2 nd . year Support & Maintenance for Silk Central v 15.0	
Option Year 1	Quantity 5 – 2 nd . year Support & Maintenance for SilkTest v 14.0	
Option Year 2	Quantity 500 – 3 rd . year Support & Maintenance for SilkPerformer v 15.0	
Option Year 2	Quantity 5 – 3 rd . year Support & Maintenance for Silk Central v 15.0	
Option Year 2	Quantity 5 – 3 rd . year Support & Maintenance for SilkTest v 14.0	
Option Year 3	Quantity 500 – 4 th . year Support & Maintenance for SilkPerformer v 15.0	
Option Year 3	Quantity 5 – 4 th . year Support & Maintenance for Silk Central v 15.0	
Option Year 3	Quantity 5 – 4 th . year Support & Maintenance for SilkTest v 14.0	
Option Year 4	Quantity 500 – 5 th . year Support & Maintenance for SilkPerformer v 15.0	
Option Year 4	Quantity 5 – 5 th . year Support & Maintenance for Silk Central v 15.0	
Option Year 4	Quantity 5 – 5 th . year Support & Maintenance for SilkTest v 14.0	
Option Years 1, 2, 3, 4 - Price		

Base Year 1 Price	
Option Years 1, 2, 3, 4 - Price	
Total Price	

*Fully loaded fixed price that includes, as specified, all direct and indirect costs and profit for the Contractor to perform. Indirect costs shall include all costs that would normally be considered general and administrative costs and/or travel costs, or which in any way are allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to the Contract.

Submitted by Authorized Signature	
Date	
Print Name and Title	Email Address
Company Name	
Company Address	
Telephone	
Federal Tax Identification #	

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