



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

REQUEST FOR PROPOSALS

FOR

IT Equipment Preventative Maintenance and Repair Services

Project # K14-0003-29

ISSUED:

March 20, 2013

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.

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

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

**THE JUDICIARY
NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of Judiciary 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 Colleen Cantler and Gisela Blades.

Title: IT Equipment Preventative Maintenance and Repair Services Statewide

Project No: K14-0003-29

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.
- 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 The 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 MARYLAND JUDICIARY

Request for Proposals

KEY INFORMATION SUMMARY SHEET

RFP Title:	IT Equipment Preventative Maintenance and Repair Services
RFP Number:	K14-0003-29
RFP Issue Date:	March 20, 2013
Closing Date and Time:	Wednesday, May 15, 2013 at 2:00 pm
RFP Issuing Agency:	Maryland Judiciary Department of Procurement and Contract Administration 2003C Commerce Park Drive Annapolis, MD 21401
Send Questions to:	Colleen Cantler and Gisela Blades Colleen.cantler@mdcourts.gov Gisela.blades@mdcourts.gov
Procurement Officers:	Colleen Cantler Colleen.cantler@mdcourts.gov Office Phone Number: 410-260-1581 Office FAX Number: 410-260-2520 Gisela Blades Gisela.blades@mdcourts.gov Office Phone Number: 410-260-1594 Office FAX Number: 410-260-2520
Proposals are to be sent to:	Maryland Judiciary Department of Procurement and Contract Administration 2003C Commerce Park Drive Annapolis, MD 21401 Attention: Colleen Cantler
Contract Duration:	Three year base with 4, one year renewal options
Pre-Proposal Conference:	April 24, 2013 at 10:00am Maryland Judiciary Department of Procurement and Contract Administration 2003C Commerce Park Drive Annapolis, MD 21401

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Judiciary's Administrative Office of the Courts (AOC), on behalf of the Judicial Information Systems (JIS), is soliciting competitive sealed proposals for a comprehensive maintenance contract to include all labor, expertise, supervision, materials, and equipment required to perform maintenance and repair services for Information Technology (IT) equipment throughout the Maryland Judiciary.

1.2 Abbreviations

- 1.2.1 For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:
- a. Contract – The Contract attached to this RFP as Attachment A
 - b. Contractor– The selected Offeror
 - c. Contract Manager– The Judiciary representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
 - d. Local Time – Time in the Eastern Time Zone
 - e. MBE – Minority Business Enterprise
 - f. Offeror – An entity that submits a proposal in response to this RFP
 - g. PO – Purchase Order
 - h. Procurement Officer – The Judiciary representative responsible for this RFP, for the determination of contract scope issues, and the only Judiciary representative who can authorize changes to the contract. The Procurement Officers for this RFP are Colleen Cantler and Gisela Blades.
 - i. RFP – Request for Proposals for K14-0003-29 dated March 20, 2013 including any and all amendments.
 - j. The Judiciary business hours – 8:00 am – 5:00 pm Monday – Friday (excluding holidays and any other days which the AOC has been closed by order of the Chief Judge).
 - k. Judiciary and AOC are interchangeable

1.3 Contract Type

- 1.3.1 The Contract that results from this RFP shall be fixed price.

1.4 Contract Duration

- 1.4.1 The Contract resulting from this RFP shall be for a base period of three years. The Judiciary shall have the sole right to exercise up to four one-year year renewal options at its discretion.

1.5 Procurement Officers

- 1.5.1 The point of contacts in the AOC for purposes of this RFP prior to the award of any Contract are the Procurement Officers listed below:

Colleen Cantler
Maryland Judiciary, Administrative Office of the Courts
Procurement and Contract Administration
2003C Commerce Park Drive
Annapolis, MD 21401
410-260-1581, colleen.cantler@mdcourts.gov

Gisela Blades
Maryland Judiciary, Administrative Office of the Courts
Procurement and Contract Administration
2003C Commerce Park Drive
Annapolis, MD 21401
410-260-1594, Gisela.blades@mdcourts.gov

The Maryland Judiciary may change the Procurement Officer at any time by written notice.

1.6 Contract Manager

- 1.6.1 Eric Brown
Maryland Judiciary, Administrative Office of the Courts
Judicial Information Systems (JIS)

The Maryland Judiciary may change the Contract Manager at any time by written notice.

1.7 Pre-Proposal Conference

- 1.7.1 A pre-proposal conference will be held on Wednesday, April 24, 2012 at 10:00 am and registration begins at 9:30am at the following location:

Maryland Judiciary
Department of Procurement and Contract Administration
2003C Commerce Park Drive
Annapolis, MD 21401

Due to the anticipated interest in this RFP, seating at the pre-proposal conference will be limited to two (2) attendees per company.

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 posted on eMaryland Marketplace and the Judiciary's website.

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 D) to the attention of Colleen Cantler, colleen.cantler@mdcourts.gov, and Gisela Blades, Gisela.blades@mdcourts.gov or fax to (410) 260-2520, no later than 2:00 pm on April 19, 2013. 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 2:00 pm on April 19, 2013. The Judiciary will make reasonable efforts to provide such special accommodations.

1.8 Questions

- 1.8.1 The Procurement Officer, prior to the pre-proposal conference, shall accept written questions from prospective Offerors. If possible and appropriate, such questions shall be answered at the pre-proposal conference. Questions may be submitted to the Procurement Officer by mail, facsimile, or preferably, e-mail. Questions, both oral and written, shall also be accepted from prospective Offerors attending the pre-proposal conference. If possible and appropriate, these questions shall be answered at the pre-proposal conference.
- 1.8.2 Questions shall also be accepted subsequent to the pre-proposal conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be posted on the Judiciary's Procurement web site and eMarylandMarketplace.

1.9 Proposal Due (Closing) Date

- 1.9.1 An original and four copies of each proposal (technical and financial) must be received by the Procurement Officer, no later than 2:00 pm (local time) on May 15, 2013 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. All CDs must be 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 will not be considered.

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

1.10 Duration of Offer

- 1.10.1 Proposals submitted in response to this RFP are irrevocable for the later of: (1) 180 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested, or (2) the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.11 Revisions to the RFP

- 1.11.1 If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted on the Judiciary's web page and eMaryland Marketplace. 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.

1.12 Cancellations

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

1.13 Oral Presentations/Discussions

- 1.13.1 Offerors may be asked to make oral presentations summarizing their technical proposal to Judiciary representatives. The expectation is that the oral presentation will be scheduled approximately a month after proposal receipt. The Procurement Officer will notify Offerors of the time and location if required.

Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded.

1.14 Incurred Expenses

1.14.1 The Judiciary 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

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

1.16 Protests/Disputes

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

1.17 Multiple or Alternate Proposals

1.17.1 Neither multiple nor alternate proposals will be accepted.

1.18 Access to Public Information Act Notice

1.18.1 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.

1.18.2 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

1.19.1 Any selected Offeror shall be responsible for all products and services required by this RFP within the functional area proposed. 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

1.20.1 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 must 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

1.12.1 A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.22 Contract Affidavit

1.22.1 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 must be provided within five business days of notification of proposed Contract award.

1.23 Minority Business Enterprises (MBE)

Minority Business Enterprises are encouraged to respond to this solicitation. It is the goal of the Maryland Judiciary that certified minority business enterprises participate in Judiciary's supply, maintenance, general miscellaneous and service procurements.

An MBE subcontract participation goal of twenty five percent (25%) of the total current amount has been established for this procurement. By submitting a response to this solicitation, the offeror agrees that this amount of the contract will be performed by minority business enterprises.

If this solicitation carries an MBE subcontractor participation goal (see above paragraph), respondents are required to submit as part of the bid proposal package the following forms:

MJ-EE0-03 – Schedule for participation of Minority Business Enterprise

MJ-EEO-04 – Minority Contractor Project Disclosure and Participation Statement

Failure to submit the required forms will result in your bid proposal being deemed non-responsive.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, MD 21076. 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

1.24.1 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 AOC, 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.

1.25 Procurement Method

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

1.26 Verification of Registration and Tax Payment

1.26.1 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. It is strongly recommended that any potential Offeror complete the registration prior to the due date for receipt of proposals. An Offeror's failure to complete the registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.27 Payments by Electronic Funds Transfer

1.27.1 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. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

The remainder of this page is intentionally left blank.

SECTION 2 – STATEMENT OF WORK

2.1 General

The Maryland Judiciary's Administrative Office of the Courts (AOC) is soliciting competitive sealed proposals for all labor, expertise, supervision, materials, and equipment required to perform maintenance and repair services for IT Equipment statewide. The contract will be awarded to a single vendor. Contractor's office/base of operation must be located within a 50 mile radius of Annapolis (21401).

The scope of this solicitation encompasses the following categories:

- Category 1 – Mainframe Printer, AIX Servers, Tape Drives
- Category 2 – Circuit Court Desktop PC's and Associated Peripherals
- Category 2A – Prince George's County Circuit Court Only, Desktop PC's and Associated Peripherals
- Category 2DC - District Court Desktop PC's, Cash Registers and Associated Peripherals
- Category 3 - Specialty PC's, Commissioners
- Category 4 – Desktop PC's, Land Records

The equipment to be covered under this project is listed in Attachments G, H, I J, K and L.

The locations and location codes are listed in Attachments M and N.

Please see attached links for court locations and Judiciary holidays.

http://www.mdcourts.gov/directions/coa_mjc.html

<http://www.mdcourts.gov/circuit/directory.html>

<http://www.mdcourts.gov/circuit/directory.html>

<http://www.mdcourts.gov/holidays.html>

2.2 Background

2.2.1 The Administrative Office of the Courts (AOC) oversees and implements court policies established by the Chief Judge, the Court of Appeals, and the General Assembly. Its responsibilities include personnel administration, preparation and administration of the Judiciary budget, planning, research, and court support personnel. As an independent branch of State Government, the Maryland Judiciary establishes procurement policies under the authority of the Chief Judge of the Court of Appeals pursuant to the Maryland Constitution, Article IV, Section 18. This policy does not supplant any constitutional or statutory rights possessed by the Judiciary.

2.2.2 The Judicial Information Systems (JIS) is comprised of six units including technology research and development, application development and support, hardware installation and maintenance, operation of the Data Center computer systems, and support of online case management and business applications at the District and Circuit Courts across the state. The mission is to provide accurate, reliable and timely information technology service to the Maryland Judiciary.

2.2.3 The JIS Help Desk is the Judiciary's single point of contact for technical support. The Help Desk assists with problems and questions with IT equipment, e-mail and other applications running on the Judiciary's network. All problems and inquiries are reported directly to the Help Desk for appropriate routing.

The JIS Help Desk shall notify the Contractor when dispatch is required. The JIS help desk uses BMC Service Desk express to track Help Desk tickets. The Contractor will not have access to this system.

2.3 Contractor's Duties and Responsibilities

- 2.3.1 The Contractor shall provide IT equipment maintenance and repair services, comply with the stated response times, territory requirements and provide spare and replacement parts to all Judiciary locations.
- 2.3.2 The Contractor shall provide professional technicians able to troubleshoot problems quickly and maximize uptime. IT certified and manufacturer authorized technicians are preferred.
- 2.3.3 The Contractor shall repair all equipment on-site. Should repairs affect user's software, the Contractor shall coordinate the recommended hardware/software resolution with the JIS Help Desk Coordinator.
- 2.3.4 The Contractor shall respond to a repair call within the specific category designated time frame. All service work shall be performed in accordance with the manufacturer's recommendations.
- 2.3.5 The Contractor shall adhere to the equipment manufacturer's maintenance schedule and procedures for preventative maintenance and for micro-code updates.
- 2.3.6 The Contractor shall use replacement parts that are new or parts that will be warranted as new. All parts used shall conform fully to original equipment manufacturer specifications, requirement and revision level.
- 2.3.7 Keyboards and monitors may be exchanged with a replacement that is the same make and model as the dysfunctional unit. Once repaired, the original keyboard or monitor shall be returned, to its original work site.
- 2.3.8 The Contractor shall report to JIS's Help Desk if bar-coded items require permanent replacement. The bar-code number, serial number, manufacturer and location shall be available for the help desk agent at the time of the call. The Contractor shall fill out Administrative Office of the Courts Install/Remove form and forward to the JIS Help Desk Coordinator who will ensure the form is sent to AOC/District Court of Maryland Fixed Assets Coordinator, respectively.
- 2.3.9 The Contractor shall maintain a 97% resolution ratio on all service calls. Failure on the part of the Contractor to meet this requirement may subject the Contractor to a percentage offset of the monthly charge for the affected category, at the discretion of the contract manager.
- 2.3.10 The Contractor shall make adjustments for changing asset information for all categories. A new master list (in Excel format) will be created periodically to reflect any changes such as (additions, deletions and location changes) and issued by the staff at JIS. It is anticipated that for every deletion there will be an addition (i.e, equipment swap). The Contractor shall independently maintain a master inventory list of its own.
- 2.3.11 The Contractor shall provide closing ticket information to the JIS Help Desk after service has been completed and problem resolved.

2.4 Category 1 – Mainframe Printers, AIX Servers, Tape Drives

The services must be available twenty-four (24) hours a day, seven (7) days a week, 365 days a year, including holidays and weekends. The response time for all service calls must be acknowledged to the JIS Help Desk within one (1) hour with a two (2) hour on-site response, and completion of service request within two (2) hours after technician arrives on-site. The Contractor escalation procedures must be in place to accommodate this time frame resolution.

2.5 Category 2 – Circuit Court Desktop PC's and Associated Peripherals

The service must be available during JIS' normal business working hours (8 a.m. - 5 p.m.). All service calls must be responded to in four (4) hours and the problem resolved within twenty-four (24) hours.

2.6 Category 2A – Prince George’s County Circuit Court Only, Desktop PC’s and Associated Peripherals

The service must be available during JIS’ normal business working hours (8 a.m. - 5 p.m.). All service calls must be responded to in four (4) hours and the problem resolved within twenty-four (24) hours.

2.7 Category 2DC – District Court Desktop PC’s, Cash Registers and Associated Peripherals

The service must be available during JIS’ normal business working hours (8 a.m. - 5 p.m.). All service calls must be responded to in four (4) hours and the problem resolved within twenty-four (24) hours.

2.8 Category 3 – Specialty PC, Commissioners

The services must be available twenty-four (24) hours a day, seven (7) days a week, 365 days a year, including holidays and weekends. Response time for all service calls for Category 3 must be acknowledged by a JIS Help Desk representative or Commissioner at the site within one (1) hour after the call was placed, and the Contractor shall be on site within two (2) hours and the problem resolved (i.e., repair or replacement of equipment) within four (4) hours.

2.9 Category 4 – Desktop PC, Land Records

The service must be available during JIS’ normal business working hours (8 a.m. - 5 p.m.). All service calls must be responded to within two (2) hours and be resolved within twenty-four (24) hours.

If the service call is the result of a hard drive failure, the Contractor shall clone the replacement hard drive from another PC with a similar set of programs as directed by court staff, update the IP address on the hard drive and forward the ticket to the Land Records tech team to complete the work and close the incident ticket. If there is no PC on site that has a similar set of programs, then the Contractor shall install a new hard drive and inform the Help Desk that a new hard drive has been installed and is ready to be configured by the JIS’s Micro Group; then the Help Desk shall send the ticket to the JIS Micro Group to complete the configuration and close the incident ticket.

2.10 Spare Parts

The Contractor must stock an inventory of spare parts that is sufficient for satisfactory performance of this scope of work and have access to all replacement parts within 24 hours. The contractor shall provide “consumable items” which are hereby defined as lamps and other low price items that require regular replacement. Contractor shall furnish and install consumable items and charge back to the Judiciary on a monthly basis. This is a “pass through” item only and the Contractor is not allowed to add any mark-up or additional cost to the price of the consumable item. A sales receipt, invoice or other written documentation of price must be provided with all invoices for consumable items. The Contractor is responsible for providing spare part storage. The Judiciary will not provide storage space.

2.11 Service Reports

The Contractor shall provide detailed service reports on a monthly basis. Service reports shall contain information including (but not limited to) the following: record and disposition of all service and maintenance calls, authorized technician who performed the service and number of hours spent on a call. Service reports will be reviewed and approved by the contract manager.

Invoices will not be considered for payment unless the Contractor is current with the submission of approved service reports.

2.12 Invoicing

The Contractor will issue separate monthly invoices for each of the twelve jurisdictions (12 counties). All invoices shall include, at the minimum, the following information:

- A) Contractor name;
- B) Products(s) and/or service(s) purchased listed separately including the amount for each individual charge;
- C) Supporting Documentation; i.e., dispatch date and time, location of service call, make, model and serial number of equipment serviced
- D) E-mail address/phone number of Contractor's POC;
- E) Remittance address;
- F) Federal taxpayer identification or (if owned by an individual) Contractor's social security number;
- G) Invoice period, invoice date, invoice number and amount due, and;
- H) PO number(s) being billed.

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

Verification and approval of invoices shall be submitted to and authorized by the Contract Manager.

2.13 Insurance

- 2.13.1 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. Such evidence of insurance must be delivered to the AOC Office of Procurement before the actual implementation of the Agreement.
- 2.13.2 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.
- 2.13.3 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 the 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.

2.13.4 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.

2.13.5 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 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors must 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 for multiple categories. Each category 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 category proposed. Offerors must follow the instructions within this section.

3.2 Proposals

- 3.2.1 Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP).
- 3.2.2 An unbound original, so identified, and one copy of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal and the Volume II- Financial Proposal must also be submitted with the unbound originals technical or financial volumes, as appropriate.
- 3.2.3 Electronic media shall be a CD and bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

3.3 Submission

- 3.3.1 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 must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.
- 3.3.2 All pages of both proposal volumes must 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 must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 3.4.2 Format of Technical Proposal: Inside the sealed package described in Section 3.3, above, an unbound original, to be so labeled, four paper copies and one electronic version shall be enclosed. 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 proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall 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 sections in the stated order:
- 3.4.3 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 for the technical proposal should follow the title page. **Note: Information that is claimed to be confidential under RFP Section 1.18 is to be printed on yellow paper and placed after the Title Page and before the Table of Contents in the Offeror's Technical**

Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

3.4.4 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 category for which they are proposing. Offerors certified under the Small Business Reserve and certified as a Maryland Minority Business Enterprise are asked to provide those certification numbers.

3.4.5 Offeror Experience and Capabilities

3.4.5.1 General. The Offeror shall address each RFP requirement in the Technical Proposal and describe how its proposed services will meet these requirements, providing specific plans on how to achieve compliance, a staffing plan and provide escalation procedures. If the Judiciary is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagree. As stated previously, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the Judiciary’s needs.

3.4.5.2 Offeror shall submit a response to each item listed under **Section 2** as well as:

- The Offeror shall provide detailed background on the firm and their specific experience and capabilities including the ability to comply with the stated response times, territory requirements and the ability to provide spare and replacement parts.
- The Offeror shall provide experience and capabilities of the key personnel to be assigned to this project.

3.4.5.3 References. Provide three (3) current customer references where the customer is similar in size to the Judiciary. Provide the following information for each client reference:

- Name of Client Organization
- Name, title, and telephone number of Point-of-Contact for client organization
- Value, type, and duration of contract(s) supporting client organization
- The services provided, scope of the contract, and number of employees serviced

3.4.6 Other Required Submissions

A) Completed Bid/Proposal Affidavit (Attachment B)

B) A copy of the Offeror’s current certificate of insurance required by Section 2.13 (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 Forms EEO-3 and EEO-4 dated and signed (Attachment F1 and F2)

3.5 Volume II - Financial Proposal

- 3.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, 4 bound copies, and one electronic copy of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment E. Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal. This is a fixed price Contract; prices are all inclusive and shall encompass all requirements in the RFP.

The Contractor will not be reimbursed for any travel expenses.

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SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

- 4.1.1 Evaluation of the proposals shall be performed by the AOC Procurement Officer for the purpose of analyzing the technical proposals. Evaluations shall be based on the criteria set forth below. The Contract resulting from this RFP shall be awarded to the Offeror that is most advantageous to the Judiciary, considering price and the evaluation factors set forth herein. In making this determination, technical factors shall receive greater weight than price factors.
- 4.1.2 The Offeror shall be evaluated on the proposed services according to the specifications outlined in this RFP.

4.2 Technical Criteria

- 4.2.1 The criteria to be applied to each Technical Proposal are listed in descending order of importance:
- Offeror’s technical response to RFP requirements to include:
 - Offeror’s previous experience in performing IT equipment maintenance and repair services
 - Offeror’s technical response and plans to comply with all requirements
 - Offeror’s experience and capabilities of key personnel to be assigned to this project.

4.3 Financial Criteria

- 4.3.1 All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed on Attachment E – Price Proposal.

4.4 Selection Process and 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 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.
- 4.5.1 Selection Process Sequence:
- 4.5.2.1 The first level of review shall be an evaluation for technical merit by the selection committee. During this review, oral presentations and discussions may be held. 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.
- 4.5.2.2 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.

- 4.5.2.3 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.
- 4.5.2.4 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).
- 4.5.2.5 Upon completion of all discussions and negotiations, reference checks, and site visits, 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.

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ATTACHMENTS

Attachment A	Standard Contract Agreement
Attachment B	Bid Proposal Affidavit (Authorized Representative And Affiant)
Attachment C	Contract Affidavit
Attachment D	Pre-Proposal Conference Response Form
Attachment E	Price Proposal Form
Attachment F-1	MBE Schedule of Participation
Attachment F-2	MBE Project Disclosure & Participation Statement
Attachment G	Category 1 List, Mainframe Printers, AIX Servers and Tape Drives
Attachment H	Category 2 List, Circuit Court Desktop PC's and Peripheral Equipment
Attachment I	Category 2A List, Circuit Court Prince George's County Desktop PC's and Peripherals
Attachment J	Category 2DC List, District Court Desktop PC's, Cash Registers, and Peripheral Equipment
Attachment K	Category 3 – Specialty PC's, Commissioners
Attachment L	Category 4 – Desktop PC's, Land Records
Attachment M	AOC Location Codes and Locations
Attachment N	District Court Location Codes and Locations

Contract number: K14-0003-29
HARDWARE AND ASSOCIATED EQUIPMENT AND SERVICES

MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS
STANDARD TERMS AND CONDITIONS

This Contract is made this ____ day of _____ 2013, 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 comprehensive maintenance services contract to include all labor, expertise, supervision, materials, and equipment required to perform maintenance and repair services for IT equipment throughout the Maryland Judiciary (hereinafter “Services”), and other deliverables in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached to this Contract and incorporated as part of this Contract:

- Exhibit A: Request for Proposals
- Exhibit B: Contractor’s Technical Proposal
- Exhibit C: Contractor’s Financial Proposal dated and signed
- Exhibit D: Contract Affidavit
- Exhibit E: Completed MBE Forms EEO-003 and EEO-004 dated and signed

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

The term of this Contract shall be for a period of three (3) years, beginning on July 1, 2013 and ending on June 30, 2016 unless terminated earlier as provided in this Contract. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including four additional successive one-year terms.

3. Consideration and Payment

3.1 In consideration of the satisfactory performance of the services, the AOC shall pay the Contractor in accordance with the terms of this Contract for the rates specified by the Contractor and accepted by the AOC as detailed in the Financial Proposal. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to the original form of this Contract may not exceed \$_____ (the "NTE Amount"). Based on the yearly rates, the not-to-exceed amount for the services to be provided by the Contractor is as follows:

- Base Year 1 (7/1/2013-6/30/2014): \$
- Base Year 2 (7/1/2014-6/30/2015): \$
- Base Year 3 (7/1/2015-6/30/2016): \$
- Renewal Option 1 (Year 4) (7/1/2016-6/30/2017): \$
- Renewal Option 2 (Year 5) (7/1/2017-6/30/2018): \$
- Renewal Option 3 (Year 6) (7/1/2018-6/30/2019): \$
- Renewal Option 4 (Year 7) (7/1/2019-6/30/2020): \$

3.2 All invoices shall be submitted within 30 calendar days after the completion and validation by the AOC for the services and include the following information: name and address of the AOC; vendor name; remittance address; federal taxpayer identification or (if owned by an individual) his/her social security number; invoice period; invoice date; invoice number; amount due; retainage (if applicable), and the deliverable ID number for the deliverable being invoiced. Additional information may be required in the future.

3.3 Payments to the Contractor for the services shall be made no later than thirty days after validation of the services and receipt of a proper invoice from the Contractor. Invoices submitted without the required information will not be processed for payment until the Contractor provides the requested information. 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. Liability for Loss of Data

In the event of loss of any data or records necessary for the performance of this Contract, which such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating all such lost data or records in a manner, format, and time-frame acceptable to the AOC.

22. 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 the proposal received February 20, 2012. 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.

23. 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.

24. Indemnification

24.1 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.

24.2 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.

24.3 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.

24.4 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.

25. 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.

26. Conflict of Interest

26.1 "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.

26.2 "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.

26.3 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.

26.4 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):

26.5 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.

27. 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: Colleen Cantler, Procurement Specialist
Maryland Judiciary, Administrative office of the Courts (AOC)
Procurement and Contract Administration
2003C Commerce Park Drive
Annapolis, MD 21401

Contractor:

SIGNATURES:

In Witness Whereof, the parties have signed this Contract this _____ day of _____, 2013

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 _____, 2013

David R. Durfee Jr.
Executive Director, Legal Affairs

Reviewed:

Frank Broccolina
State Court Administrator

Date: _____

Approved:

Robert M. Bell
Chief Judge, Court of Appeals

Date: _____

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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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 – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Project No. K14-0003-29

Project Title: IT Equipment Preventative Maintenance and Repair Services

A Pre-proposal Conference will be held on Wednesday, April 24, at 10:00 am local time at:

Maryland Judiciary
Department of Procurement and Contract Administration
2003C Commerce Park Drive
Annapolis, MD 21401

** Note: Registration begins at 9:30 am local time. **

Please e-mail this form to:

Colleen Cantler
Colleen.cantler@mdcourts.gov and
Gisela Blades
Gisela.blades@mdcourts.gov

by April 19, 2013 advising whether or not you plan to attend this Conference.

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.

_____ No, we will not be in attendance.

Company/Firm/Company Name

Telephone

Contact Name

ATTACHMENT E – PRICE PROPOSAL WORKSHEET

*Monthly IT Maintenance and Repair Services \$ _____ x 12 = Base Year 1 _____
July 1, 2013-June 30, 2014

\$ _____ x 12 = Base Year 2 _____
July 1, 2014-June 30, 2015

\$ _____ x 12 = Base Year 3 _____
July 1, 2015-June 30, 2016

\$ _____ x 12 = Renewal Option 1 (Year 4) _____
July 1, 2016-June 30, 2017

\$ _____ x 12 = Renewal Option 2 (Year 5) _____
July 1, 2017-June 30, 2018

\$ _____ x 12 = Renewal Option 3 (Year 6) _____
July 1, 2018-June 30, 2019

\$ _____ x 12 = Renewal Option 4 (Year 7) _____
July 1, 2019-June 30, 2020

TOTAL PRICE (years 1-7) \$ _____

*Fully loaded fixed price that includes 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.

ATTACHMENT F1– MJ-EE0-03 – SCHEDULE FOR PARTICIPATION OF MINORITY BUSINESS ENTERPRISE

Attached as a separate document and listed at <http://mdcourts.gov/procurement/pdfs/eeo003.pdf>

ATTACHMENT F2– MJ-EE0-04 –MINORITY CONTRACTOR PROJECT DISCLOSURE AND PARTICIPATION STATEMENT

Attached as a separate document and listed at <http://mdcourts.gov/procurement/pdfs/eeo004.pdf>

ATTACHMENT G – CATEGORY 1
MAINFRAME PRINTER, AIX SERVERS, TAPE DRIVES

Attached as a separate document.

ATTACHMENT H – CATEGORY 2
CIRCUIT COURT DESKTOP PC'S AND PERIPHERAL EQUIPMENT

Attached as a separate document.

ATTACHMENT I – CATEGORY 2A
**CIRCUIT COURT PRINCE GEORGE’S COUNTY ONLY DESKTOP PC’S AND PERIPHERAL
EQUIPMENT**

Attached as a separate document.

ATTACHMENT J – CATEGORY 2DC

DISTRICT COURT DESKTOP PC'S, CASH REGISTERS AND PERIPHERAL EQUIPMENT

Attached as a separate document.

**ATTACHMENT K – CATEGORY 3
SPECIALTY PC'S, COMMISSIONERS**

Attached as a separate document.

**ATTACHMENT L – CATEGORY 4
DESKTOP PC'S, LAND RECORDS**

Attached as a separate document.

Attached as a separate document.

ATTACHMENT N – DISTRICT COURT LOCATIONS AND LOCATION CODES

Attached as a separate document.