



**ADMINISTRATIVE
OFFICE OF THE COURTS**

GOVERNMENT RELATIONS
INFORMATION TECHNOLOGY
INTERNAL AFFAIRS
JUDICIAL COLLEGE OF MARYLAND
OPERATIONS
PROGRAMS

**Questions/Responses No. 2 to the
Request for Proposals (RFP) K18-0002-25L
MJUD COTS (Commercial Off-The-Shelf) Software**

Ladies and Gentlemen:

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

16. Question: Since the awarded vendor will merely be a reseller, there must be a mechanism for passing through the license for the applicable software. Would Maryland AOC allow a term that makes clear that the Software Publisher's license passes through to the Maryland AOC?

Response: Maybe. The AOC would need to review the language contained therein before making any such decision.

17. Question: Since Software is licensed, and not sold, does the Maryland AOC agree that the last paragraph in section 2.3.3 of the RFP dealing with passing of title shall not apply and that title to the Software will remain with the applicable Software Publishers?

Response: Yes, please see Amendment #3. The AOC will agree to exclude only the following language from Section 2.3.3 of the RFP.

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

18. Question: Since under the RFP the Offeror (Contractor) will merely be a reseller of the Software Publisher's software licenses and services, will the Maryland AOC agree that the Software Publisher, and not the Contractor, will be solely responsible for providing the software and/or services and the performance of the software and the services.

Response: The AOC would need to review the seller's licensing agreement and the language contained therein before making any such decision.

19. Question: Since under the RFP the Offeror (Contractor) will merely be a reseller of the Software Publisher's software licenses and services, will the Maryland AOC agree that it will not hold Contractor liable for, and hereby releases Contractor from any claims with respect to, any damages, costs, and expenses suffered by the Maryland AOC caused by Software Publisher's software or services.

Response: See response #18.

20. Question: Will the Maryland AOC agree to include a standard industry provision that the Contractor and the Software Publisher will retain all rights in ownership in pre-existing intellectual property, including without limitation the COTS Software, as applicable?

Response: The AOC would need to review the language contained therein before making any such decision.

Issued by: Whitney Williams

Procurement Officer

May 12, 2017