



**STATE OF MARYLAND
ADMINISTRATIVE OFFICE OF THE COURTS
PROCUREMENT, CONTRACT AND GRANT ADMINISTRATION
187 HARRY S. TRUMAN PARKWAY
ANNAPOLIS, MD 21401**

REQUEST FOR PROPOSALS (RFP)

FOR

MJUD Master Contract – Video Production Services

Solicitation No. K25-0071-25

To help us improve the quality of the Administrative Office of the Courts solicitations and to make our procurement process more responsive and business friendly, Offerors may provide comments and suggestions regarding this solicitation by utilizing the Intent to Bid under the Submission section of the solicitation.

The sole point of contact for this solicitation is the Procurement Officer. Offerors are specifically directed NOT to contact any other Maryland 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 Maryland Judiciary personnel or the Maryland Judiciary's contracted consultants may be cause for rejection of the Offeror's proposal.

Unless otherwise stated in this solicitation, the Maryland Judiciary's Procurement Portal will be the sole method of communication during all phases of the solicitation and award process. We encourage Offerors to whitelist emails from the Procurement Portal to ensure relevant emails are not blocked and/or marked as spam. Additionally, Offerors are strongly encouraged to access the Procurement Portal on a regular basis to view and respond to relevant communications.

Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE) are encouraged to respond to this Request for Proposals.

KEY INFORMATION SUMMARY SHEET

Request for Proposals

MJUD Master Contract – Video Production Services

Solicitation No. K25-0071-25

RFP Issue Date:	January 24, 2025
RFP Issuing Office:	Procurement, Contract and Grant Administration
Procurement Officer:	Marsha Rowe Maryland Judiciary, Administrative Office of the Courts Department of Procurement, Contract and Grant Administration 187 Harry S. Truman Parkway Annapolis, MD 21401 410-260-1263 Marsha.Rowe@mdcourts.gov
Proposal Submission:	Submissions are exclusively accepted electronically via the <u>Procurement Portal</u> .
Important Events:	Refer to the project details and important events on the Procurement Portal for the date and time of the pre-proposal conference (as applicable), site visit(s) (as applicable), deadline for questions, and solicitation closing date & time.
Contract Term:	The contract term will be for a period of three (3) years after the date of contract execution with the AOC retaining the sole right to exercise two (2) one-year renewal options at its discretion.
MBE Subcontracting Goal:	0% – MBE subcontracting goals shall be established for each PORFP issued under this Master Contract.
VSBE Subcontracting Goal:	0% – VSBE subcontracting goals shall be established for each PORFP issued under this Master Contract.



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Attachment A – Standard Contract Agreement Sample
Attachment B – Proposal Affidavit
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Attachment M – Bidder/Offeror Experience

Attachment 1 – PORFP Sample



SECTION I. GENERAL INFORMATION

A. SUMMARY STATEMENT

The Administrative Office of the Courts (AOC) issues this Request for Proposals (RFP) to establish a pool of Master Contractors to provide video production services on an as-needed basis.

B. ABBREVIATIONS AND DEFINITIONS

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

1. AOC – Administrative Office of the Courts
2. Contract – A formal, written agreement entered into by the Judiciary for the provision of materials, supplies, and/or services. A Contract sample is attached to this solicitation as Attachment A.
3. Contract Manager – The AOC 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 Successful Offeror.
4. Diversity & Outreach Programs – Judiciary Program established to encourage and increase participation in Judiciary procurement by underrepresented or disadvantaged groups. The Program includes Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE).
5. eMMA – eMaryland Marketplace Advantage online procurement platform used to connect the supplier community with contracting opportunities from with the state, county, and local government entities.
6. Extraordinary Personal Event – Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or, other circumstances that in the sole discretion of the AOC warrant an extended leave of absence such as extended jury duty or extended military services that precludes the individual from performing their job duties under the contract.
7. Key Personnel – Offeror personnel or subcontractor personnel who are to be assigned to this contract, as identified in Section IV of this RFP, if the Offeror receives award.
8. Local Time – Time in the Eastern Standard Time Zone.
9. MBE – Minority Business Enterprise means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is at least 51 percent owned and controlled by one or more individuals who are in a minority group (African American, Native American, Hispanic, women, or the physically or mentally disabled) that is socially and economically disadvantaged, and managed and operated by one or more of the socially and economically disadvantaged individuals who own it, and is so certified by the Maryland Department of Transportation.
10. Offeror – An entity that submits a proposal in response to this solicitation.
11. PORFP – Purchase Order Request for Proposals
12. Procurement Officer – The AOC representative responsible for this solicitation, for the determination of contract scope issues, and the only AOC representative who can authorize changes to the contract.
13. Procurement Portal – Strategic sourcing software allowing the Judiciary to receive and evaluate bids and proposals electronically.
14. RFP – Request for Proposals
15. Successful Offeror – The awarded Offeror.
16. VSBE - Veteran-owned Small Business Enterprise means any legal entity that meets the requirements set by the United States Small Business Administration, that is organized to engage in commercial transactions, and is at least 51 percent owned and controlled by one or more individuals who are Veterans, and who manage the operations of the business, and is so registered and certified in eMMA.

C. PROCUREMENT OFFICER

The sole point of contact in the AOC for purposes of this RFP is the Procurement Officer noted on the Key Information Summary Sheet. The AOC may change the Procurement Officer at any time by written notice to the Offeror. Only information communicated by the Procurement Officer shall be deemed the official position of the AOC. No other State of Maryland or AOC employee, official, or representative has the



authority to change the requirements of this solicitation. Attempts by the Offeror to contact members of the evaluation committee, or otherwise circumvent this procedure in any manner may be grounds for disqualification.

D. CONTRACT MANAGER

The Contract Manager for post-award activities will be disclosed to the Successful Offeror. The AOC may change the Contract Manager at any time by written notice to the Successful Offeror.

E. DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for 180 days following: (1) the closing date of proposals, (2) Best and Final Offers (BAFOs), if requested, or (3) the resolution date of any protest concerning this RFP. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

F. REVISIONS TO THE RFP

1. The AOC reserves the right to amend this RFP at any time prior to the proposal closing date and time. If the RFP is revised prior to the proposal closing date and time, the AOC shall post any addenda to the RFP on the Procurement Portal and shall attempt to provide such addenda to all prospective Offerors that received the RFP or are otherwise known by the Procurement Officers to have obtained this RFP. It remains the responsibility of all prospective Offerors to review the Procurement Portal for any addenda issued prior to the submission of proposals.
2. If one (1) or more addenda are issued to this RFP, Offerors shall acknowledge receipt of all addenda on the Procurement Portal. Addenda issued after the closing date and time for proposals will be sent only to those Offerors who submitted a timely proposal.
3. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, clarifications, or corrections set forth in the addendum, and may cause the proposal to be deemed not reasonably susceptible of being selected for award.

G. CANCELLATIONS

The AOC reserves the right to cancel this RFP; accept or reject any and all proposals, in whole or in part, received in response to this RFP; or waive or permit cure of minor irregularities and conduct discussions with all Offerors in any manner necessary to serve the best interests of the AOC. The AOC also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

H. PROTESTS/DISPUTES

Any protest or dispute related to this solicitation, or the resulting Contract, shall be subject to the provisions of the Judicial Branch Procurement Policy.

I. MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

J. ARREARAGES

By submitting a proposal in response to this RFP, each Offeror represents that it is not in arrears in the payment of any obligations 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.

K. VERIFICATION OF REGISTRATION AND TAX PAYMENT

1. Before an entity can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation (SDAT), State Office Building, 123 Market Place, Baltimore,



2. It is strongly recommended that any potential Offerors complete the registration prior to the closing date for receipt of proposals. An Offeror's failure to complete the registration with SDAT may disqualify an Offeror from final consideration and recommendation for Contract award.

L. FALSE STATEMENTS

Offerors are advised that in connection with a procurement contract, a person may not willfully: Falsify, conceal, or suppress a material fact by any scheme or device; make a false or fraudulent statement or representation of a material fact; use a false writing or document that contains a false or fraudulent statement or entry of a material fact; or aid or conspire with another person to commit any of the aforementioned acts.

M. PRESS RELEASES

The Successful Offeror shall issue no press release to any publication, including newspapers and social media outlets, regarding work being conducted under the resulting contract from this RFP, or utilize the Maryland Judiciary brand mark in any marketing materials, without the express written consent of the AOC.

N. PAYMENTS TO SUCCESSFUL OFFEROR

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:

<https://www.marylandtaxes.gov/forms/state-accounting/static-files/GADX10Form.pdf>

2. Payments to the Successful Offeror shall be made not later than thirty (30) days after the acceptance of deliverables, and receipt of a proper invoice from the Offeror. Any charges of interest or the like for late payment are prohibited.

O. NON-DISCLOSURE AGREEMENT

All Offerors are advised that if a contract is awarded as a result of this RFP, the Successful Offeror shall be required to complete a Non-Disclosure Agreement. A sample of this Agreement is included for informational purposes as Attachment F of this RFP. This signed Agreement must be provided with the Successful Offeror's signed Contract.

P. DAMAGE TO STATE AND PERSONAL PROPERTY

1. The Offeror, their employees, subcontractors, and agents shall be held directly responsible to repair, replace, or restore to its original condition, to the satisfaction of the AOC, curbs, roadway surfaces, wheel stops, shrubbery, trees, buildings, bollards, gates, light pole, sign poles or any other State-owned property which is damaged by the actions of the above-mentioned representatives.
2. The Offeror, their employees, subcontractors, and agents shall be held directly responsible for any damage caused by their action or inaction to privately-owned property and shall hold the State of Maryland harmless for such damages.

Q. OFFEROR SECURITY REQUIREMENTS

1. The Successful Offeror, and all Successful Offeror personnel and subcontractor personnel assigned to the Contract, must comply with all applicable federal and state laws, regulations, policies, and AOC policies and procedures for the duration of the contract.



2. The Successful Offeror must comply with the Judicial Information Systems (JIS) Information Security Policy. The Information Security Policy closely aligns with guidelines published by the National Institute of Standards and Technology. The Information Security Policy is available online at: <http://www.mdcourts.gov/procurement/index.html>.
3. The AOC reserves the right to monitor all applicable computer and electronic equipment usage for compliance with its policies.

R. ACCESS TO AOC INFORMATION TECHNOLOGY SYSTEMS

1. The Successful Offeror's personnel shall complete all required paperwork as directed for access to any AOC information systems.
2. The Successful Offeror shall ensure the list of authorized Offeror personnel is always maintained and accurate. The system access rights of Successful Offeror personnel must be updated no later than twenty-four (24) hours after notification of the change in status; therefore, the Successful Offeror shall immediately notify the Contract Manager and JIS Information Security of any termination of Successful Offeror personnel or if any approved Successful Offeror personnel no longer require access to an AOC system. The AOC security identification badge and all issued AOC assets must be immediately returned to the Contract Manager.
3. To ensure compliance with the JIS Information Security Policy, the approval, configuration, and monitoring of secured remote access into AOC systems will be processed by JIS staff. All remote connections that utilize a shared infrastructure must utilize encryption for transmission of data and authentication.
4. Any software used to meet the requirements of this solicitation, on any AOC system, must be included in the Offeror's proposal. Software must be assessed by JIS and approved by the JIS Chief Information Officer. At the discretion of JIS, proposed software may be determined to be a risk to system and information integrity security controls and therefore rejected. If software is to be used remotely, the Judiciary shall control the method of access to our network via Virtual Private Network (VPN), firewall configurations, and/or segregating remote machine access within our environment.
5. Offerors using an As-a-Service (e.g., infrastructure, software, platform, hardware) subservice hosting provider (e.g., Microsoft Azure, Amazon Web Services, Google Cloud Platform) must submit a current Service Organization Control (SOC) 2 Type II report, or equivalent (as determined by the AOC), for the subservice and for the As-a-Service service provider. A SOC 2 Type II report for the subservice alone does not meet the requirements of this solicitation.

S. ACCESS AND BACKGROUND CHECKS

1. Successful Offeror may be required to submit the following information for AOC engagements for Successful Offeror personnel, subcontractors, third-party resources, temporary employees, and training candidates:
 - a. Full Name.
 - b. Phone Number.
 - c. Personal/Private email with no connection to employer.
 - d. Emergency contact information.
2. Site visits to any AOC location must be coordinated by AOC staff with the designated site personnel in advance of any visit.
3. Any Successful Offeror personnel working at AOC locations, or on AOC systems or projects, or who have access to AOC or State criminal data or systems, must be approved in writing by the Procurement Officer prior to beginning work.



4. All Successful Offeror personnel working on AOC premises, property, systems or projects, contracts, or who have access to AOC or State criminal data or systems, may be required to obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check prior to beginning work. The AOC reserves the right to refuse to allow any Successful Offeror personnel to begin work based upon criminal records.
5. All Successful Offeror personnel assigned to work at AOC locations may be required to obtain an AOC security identification badge prior to beginning work, and annually thereafter. The Successful Offeror is responsible for any fees that may be incurred for initial issuance of the badge and for any replacement.
6. The security identification badge shall always be displayed while on AOC premises. To verify identity, the Successful Offeror personnel shall be prepared to provide photo identification upon request by an AOC employee.
7. Successful Offeror personnel are required to immediately notify the Contract Manager, the Administrative Official of the respective department or office or the Contract Manager, if their security identification badge is lost or stolen.
8. The Successful Offeror personnel must notify the Contract Manager, the Administrative Official of the respective department or office, within one (1) business day if any personnel have been arrested, indicted, served with a criminal summons, named in a peace or protective order, or named as a defendant in any civil case. The Successful Offeror personnel are also required to provide regular updated information regarding the status of any of these court actions.
9. The Contract Manager, in conjunction with the Chief of the Office of Security Administration and the Procurement Officer, may impose restrictive conditions in response to prior criminal convictions, pending criminal charges, or a violation of AOC procedures, including removal from the contract, and/or restricted access to AOC locations or systems.
10. In the event of a security incident or suspected security incident, the Successful Offeror personnel shall immediately notify the Contract Manager.
11. The Successful Offeror personnel shall cooperate fully in all security incident investigations.
12. During the contract, if necessary, for the delivery of goods and services, the Successful Offeror may be provided an AOC asset in the form of a cell phone, laptop, or other electronic device. All AOC devices are the property of the AOC and must be returned in working, acceptable condition at the contract's conclusion. If said devices are not in working acceptable conditions, Successful Offeror may be responsible for the cost of said device(s). All devices must be regularly updated as specified by the manufacturer and JIS and must adhere to all confidentiality guidelines as provided by JIS and the AOC.
13. If the AOC determines that there is cause for the Successful Offeror's work to be suspended, the Successful Offeror shall take the following steps:
 - a. Immediately cease to represent itself as providing services to the AOC.
 - b. Deliver to the AOC: (a) a report describing the current state of the Deliverables provided by the Successful Offeror under this Agreement and any applicable Statements of Work outstanding as of the date of termination; (b) all AOC Confidential information in its possession or, at AOC's option, destroy all such AOC Confidential information; and (c) all work product to the AOC within seven (7) business days as of the date of termination. Work product includes, but is not limited to, works for hire and materials as described in §29.3.
 - c. The Successful Offeror is responsible for all AOC assets (including but not limited to, laptops, tablets, computers, cell phones, other portable electronic devices, accessories, and



peripherals, etc.), that have been provided to the Successful Offeror at the AOC's cost. All AOC issued assets are required to be surrendered to the AOC within five (5) business days of the termination of services. Assets will be subject to evaluation and can include normal and expected wear and tear but must be functional and operable. Assets that do not meet this condition may be subject to additional charge to the Successful Offeror. Successful Offeror shall be liable to the AOC for all assets not surrendered.

T. REQUIRED POLICIES, GUIDELINES, AND METHODOLOGIES

The Offeror shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically by the AOC. The Offeror shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

1. A System Development Life Cycle (SDLC) methodology and framework based on best practices and industry standards, such as the incremental waterfall methodology, and the agile software development framework.
2. The Administrative Office of the Courts Judicial Information Systems Security Policy.

END OF SECTION I.



SECTION II. INSTRUCTIONS TO OFFERORS

A. CONTRACT TYPE

The Contract that results from this RFP shall be based on Indefinite Delivery, Indefinite Quantity (IDIQ) requiring secondary competition (PORFPs), for goods and/or services.

B. PROCUREMENT METHOD

The Contract resulting from this RFP shall be awarded in accordance with the Request for Proposals (RFP) process under the Judicial Branch Procurement Policy.

C. AWARD BASIS

A contract shall be awarded to the responsible Offeror(s) submitting the proposal that has been determined to be the most advantageous to the AOC, considering price and evaluation factors set forth in this RFP, for providing the goods and/or services as specified in this RFP. The AOC intends to make multiple awards to establish a pool of Master Contractors.

D. PRE-PROPOSAL CONFERENCE

1. A Pre-proposal Conference and site visit (as applicable) may be held on the date and time, and at the location (i.e., virtual or on-premises) indicated in the project details and important events sections of the solicitation on the Procurement Portal.
 - a. If the Pre-Proposal Conference is to be held on-premises, Offerors are encouraged to bring a copy of this RFP and a business card to help facilitate a more efficient sign-in process. To ensure adequate seating and other accommodations at the Pre-proposal Conference, please email the Pre-bid/proposal Conference Response Form (Attachment D) to the attention of the Procurement Officer no later than one (1) business day prior to the scheduled Pre-proposal Conference date and time.
 - b. If the Pre-proposal Conference will be held virtually, Offerors shall register using the registration link located in the important events section of the solicitation on the Procurement Portal.
2. Offeror's attendance at the Pre-proposal Conference is encouraged to facilitate better preparation of proposals. If the solicitation includes an MBE or VSBE goal, failure to attend the Pre-proposal Conference will be taken into consideration as part of the evaluation of an Offeror's good faith effort if there is a waiver request.
3. MBE & VSBE subcontractors are encouraged to attend the Pre-bid Conference to solicit their services to potential Bidders. In addition, all potential subcontractors, including potential MBE & VSBE subcontractors, are encouraged to submit as an interested subcontractor on the Procurement Portal for this specific opportunity under the Interested Contractor section.
4. If there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) business days prior to the Pre-proposal Conference. The AOC will make a reasonable effort to provide such special accommodations.

E. QUESTIONS

1. Offerors shall direct all communication regarding this RFP to the Procurement Officer. Submit questions to the Procurement Officer through the opportunity Q&A section on the Procurement Portal no later than the date indicated on the solicitation.
2. The Procurement Officer, based on the availability of time to research and communicate, shall answer questions at their discretion prior to the proposal closing date and time.



3. Answers to all substantive questions that are not clearly specific only to one (1) Offeror will be answered via Addenda and will be furnished to all potential Offerors known to have received the RFP as posted on the Procurement Portal.
4. The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the AOC unless issued in writing as an addendum.

F. PROPOSAL CLOSING DATE & TIME

1. Proposals must be received through the Procurement Portal not later than the date and time indicated on the solicitation. Offerors shall allow sufficient time to complete the submission process on the Procurement Portal. Untimely proposals will not be considered.
2. Proposals may be modified or withdrawn by the Offeror through the Procurement Portal any time before the date and time set forth in the solicitation.
3. Unless specifically requested, proposals not submitted electronically through the Procurement Portal will not be accepted.

G. ORAL PRESENTATIONS & DISCUSSIONS

1. Offerors may be required to participate in oral presentations. Oral Presentations are considered part of the Proposal. Material representations made by an Offeror during the oral presentation shall be submitted in writing. Any such representations will become part of the Offeror's proposal and are binding if the Contract is awarded.
2. The AOC may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the AOC also reserves the right to make an award without holding discussions. With or without discussions, the AOC 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 prior to contract award.

H. INCURRED EXPENSES

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

I. ECONOMY OF PREPARATION

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

J. PUBLIC ACCESS TO JUDICIAL RECORDS

1. An Offeror shall specifically identify those portions of its proposal that it considers confidential, proprietary commercial information, or trade secret, and provide justification why such materials, upon request, shall not be disclosed by the AOC under Title 16, Chapter 900 of the Maryland Rules.
2. The inspection of Judiciary procurement documents shall be governed exclusively by the Judicial Branch Procurement Policy. Procurement documents are presumed to be open to the public for inspection, except as otherwise provided by the Judicial Branch Procurement Policy.

K. OFFEROR RESPONSIBILITIES

1. Offerors shall be responsible for all goods and/or services and requirements set forth in this RFP including the contract performance of any subcontractor participation.
2. All subcontractors must be identified and a complete description of their role relative to the proposal must be included in the Offeror's proposal. If the Successful Offeror requires the use of a



subcontractor during the life of the Contract that was not identified in the proposal or the role of an identified subcontractor otherwise changes, the Successful Offeror shall obtain approval from the Contract Manager. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) shall be identified as provided in the appropriate MBE/VSBE forms attached to this RFP.

3. 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, signed by an authorized representative of the parent organization, stating that the parent organization consents to the terms of the RFP and will guarantee the performance of the subsidiary.
4. A parental guarantee of the performance of the Offeror under this section will not automatically result in crediting the Offeror with the experience or qualification of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. The Offeror will be evaluated on the extent to which the AOC determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the contract, and the value of the parent's participation as determined by the AOC.
5. The Successful Offeror will be required to follow all current Judiciary protocols referencing pandemic flu or other infectious diseases including, but not limited to, proof of vaccination, producing negative COVID tests, completing/passing an initial screening questionnaire, non-contact temperature taking, the wearing of personal protective equipment (e.g., face mask), and practicing appropriate social distancing. Failure to comply with any of the Judiciary's protocol could result in being denied entry into Judiciary workspace, and mitigation up to and including contract termination.

L. ACCEPTANCE OF TERMS & CONDITIONS

1. By submitting a proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Standard Contract Agreement Sample attached hereto as Attachment A.
2. Any exceptions to the terms and conditions of this RFP or the Contract must be clearly identified in the Proposal. All exceptions will be taken into consideration when evaluating an Offeror's proposal.
3. A proposal that takes exception to these terms may be rejected and therefore determined to be not reasonably susceptible of being selected for award.
4. By submitting a proposal in response to this RFP, the Offeror, 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.

M. ACCEPTANCE OF SERVICES

1. The Contract Manager or his/her designated representative has authority to determine the acceptable level of service.
2. When the Contact Manager or his/her designee determines that the Successful Offeror service is unsatisfactory, the Successful Offeror shall return to the site at the request of the AOC, or an authorized designee, and resolve the issue at no additional cost to the AOC.

N. DIVERSITY & OUTREACH PROGRAMS



The objective of the Diversity & Outreach Programs is to encourage and increase participation in AOC procurements by Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE).

1. Minority Business Enterprise

MBEs are encouraged to respond to this solicitation notice as Prime Contractors. To participate as an MBE in AOC procurements, MBEs must be certified by the Maryland Department of Transportation (MDOT). Additional information regarding certification can be located on the MDOT Website: <https://www.mdot.maryland.gov/tso/Pages/Index.aspx?PageId=90>

- a. There is no MBE goal established for this master solicitation. MBE goals shall be established for each individual PORFP issued under the resulting award, per Section II.N.3. of this RFP.

2. Veteran-owned Small Business Enterprise

VSBEs are encouraged to respond to this solicitation notice as Prime Contractors. VSBEs must complete three (3) steps: Supplier Registration, Veteran Verification, and VSBE Certification through eMMA. These steps are outlined by the State of Maryland VSBE program. Additional information regarding certification can be located at: <https://gomdsmallbiz.maryland.gov/Pages/VSBE-Program.aspx>

- a. There is no VSBE goal established for this master solicitation. VSBE goals shall be established for each individual PORFP issued under the resulting award, per Section II.N.3. of this RFP.

3. The AOC will assess the potential for an MBE and/or VSBE subcontractor participation goal for each PORFP with an estimated value exceeding \$200,000.00 issued under the resultant Master Contract, and if appropriate, will set a goal.

- a. The AOC reserves the right to set an MBE and/or VSBE subcontractor participation goal for PORFPs with an estimated value of \$200,000.00 or less.
b. PORFPs will include instructions for MBE and/or VSBE subcontractor participation goals (as applicable).

O. INSURANCE

1. The Successful Offeror shall maintain, at minimum, the insurance coverages outlined in this section, or any minimum requirements established by law, if higher, for the duration of the contract, including option periods, if exercised. 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.
2. All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Successful Offeror, at least sixty (60) days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Maryland Administrative Office of the Courts.
3. 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 for acceptance and/or approval of any insurance by the Procurement Officer, and shall not be construed as relieving or excusing the Successful Offeror from any liability or obligation imposed upon it by the provisions of the Contract.
4. The following type(s) of insurance and minimum amount(s) of coverage are required and may be satisfied by either individual policies or a combination of individual policies and an umbrella policy:



- a. Commercial General Liability
 - (1) \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury, and \$2,000,000 annual aggregate.
 - (2) A combined single limit per occurrence of \$2,000,000 is acceptable.
 - b. Worker's Compensation
 - (1) \$500,000 each accident.
 - (2) \$500,000 each disease for each employee.
 - (3) \$500,000 each disease per policy limit.
 - (4) Coverage must be valid in all states where work is performed.
 - c. The AOC reserves the right to modify, or remove in its entirety, any of the required coverages when in the best interest of the AOC.
- 5. The insurance required above shall provide adequate protection for the Successful Offeror against claims which may arise from the Contract, whether such claims arise from operations performed by the Successful Offeror or by anyone directly or indirectly employed by the Successful Offeror, and 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 others.
 - 6. If any of the work under the Contract is subcontracted, the Successful Offeror shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Procurement Officer with the same documentation as is required of the Successful Offeror.

P. PROPOSAL AFFIDAVIT

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.

Q. CONTRACT AFFIDAVIT

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

END OF SECTION II.

SECTION III. SCOPE OF WORK

A. SUMMARY

The AOC is seeking proposals from prospective Offerors to provide video production services including, but not limited to, b-roll footage, graphical elements, live action, voiceovers, music and sound mixing, captioning, and branding. There is no guaranteed minimum usage.

B. BACKGROUND INFORMATION

The Administrative Office of the Courts (AOC) produces and maintains a comprehensive Court Help Video Library on a wide range of topics with a primary audience of self-represented litigants. The AOC has also produced videos for lawyers, individuals with limited English proficiency, Judiciary applicants, and Maryland judges, among other audiences. The Court Help Video Library is available online at <https://www.mdcourts.gov/videos> and on the [Maryland Courts YouTube page](#).

C. OFFEROR QUALIFICATIONS

1. The Offeror must have, at minimum, five (5) years' experience providing video production services.
2. The AOC prefers the Offeror to have the following qualifications:
 - a. Experience with the following:
 - (1) Producing videos one (1) minute in length and videos up to ten (10) minutes in length.
 - (2) Creating educational videos.
 - (3) Working with government agencies.
 - (4) Providing personnel for pre-production and post-production services, including script writing, producing, directing, and graphic designing.
 - (5) Providing talent that is fluent in English, Spanish, French, Mandarin, Korean, or Russian.
 - b. Ability to produce b-roll footage, shot by the Offeror, and if available, the ability to shoot original b-roll footage on location (i.e., Maryland).

D. SCOPE OF WORK

1. General
 - a. Offeror shall provide all materials, equipment, insurance, and personnel required for video production.
 - b. Offerors shall provide videos including, but not limited to, the following components:
 - (1) B-roll footage.
 - i The AOC anticipates the use of stock b-roll footage. However, some projects may require original b-roll footage.
 - ii In some cases, the AOC may require the ability to provide real-time input during b-roll filming. In these cases, the AOC will prefer Offerors responding to a PORFP with the ability to film in the local area (i.e., Maryland).
 - (2) Graphical elements (e.g., motion graphics, kinetic typography).
 - (3) Live action.
 - (4) Voiceovers.
 - (5) Music and sound mixing.
 - (6) Captioning in English & Spanish.
 - (7) Branding (i.e., Maryland Judiciary).
 - (8) Diversity in footage, images, talent, and graphic elements that reflect the diversity in the State of Maryland.
 - (9) Adherence to accessibility requirements, as required by the AOC, including, but not limited to, the following:
 - i Utilization of appropriate color contrasts.



ii Audio descriptions.

- c. Offerors shall solicit and select talent, with input from the AOC, that reflects Maryland's diverse population.
 - (1) Talent may be required for live action narration, and/or for b-roll footage.
- d. Offeror shall review scripts to ensure suitability for video production services.
- e. The AOC shall be able to utilize any videos produced at its discretion, without restriction, and own all rights to the any videos, and video components.
 - (1) Any music or other elements (e.g., images, footage) utilized must either be royalty free or be licensed by the Offeror in a manner that will not result in any restriction, forced ad placements, partial or full audio muting or any similar instance on any platform. If this occurs, the Offeror shall immediately remediate such issues at no cost to the AOC.

2. Projects

a. Types of Projects

- (1) The AOC requires video production services for a variety of types of projects. The required services are typically requested from Government Relations and Public Affairs and the Programs Division of the AOC.

The Programs Division of the AOC produces and maintains the Court Help Video Library. A typical video production project for the Programs Division is a video or series of videos on a particular topic relevant to self-represented litigants, or Maryland court users more broadly, that use a live narrator, graphics, typography, and b-roll to explain in an accessible manner Maryland law, procedure, or other aspects of navigating the Maryland courts.

Other projects include more specific audiences and nuanced subject matters. Past video projects addressed targeted audiences, including Maryland attorneys, victims of crime, prospective guardians of the person or property, court users with limited English proficiency or who may need an ASL interpreter, job applicants for Maryland Judiciary positions, and Maryland judges.

Programs video project requirements vary widely. Programs has produced videos with an ASL interpreter narrator, narrators fluent in languages other than English, voiceover narration without a live narrator on screen, and animated videos. Additionally, some past video projects have required the video production company to film original b-roll footage, hiring actors to do so and in some cases, coordinating with the AOC to use Judiciary provided filming locations, wardrobe, or talent for authenticity.

b. Examples of Projects

(1) Divorce

- i The AOC produced a nine-part video series on divorce in Maryland. The videos range from approximately 3 minutes to seven minutes in length. The videos required original b-roll footage, on screen graphics, music, and two live action narrators. The b-roll footage required recruiting talent and identifying appropriate sets for filming. The AOC did not require the footage to be filmed in Maryland or for an AOC point of contact to be present at filming. AOC is currently working with a vendor for the production of a new video series on divorce as the laws in Maryland have changed.



- (2) Expungement
 - i The AOC produced a video series on expungement in Maryland. The original series comprised six videos, but a seventh video was added at a later date. These videos required a live action narrator; on screen graphics; and a comfortable, home setting. As expungement law frequently changes in Maryland, this video series is revised regularly. Therefore, pricing for future revisions of these videos is required of the vendor. The videos range from approximately five minutes to over seven minutes in length.
- (3) E-filing for the Self-Represented
 - i The AOC sought video production services for an instructional video series to assist self-represented court users in e-filing with the Maryland courts. The series required a narrator, b-roll, and extensive original screen captures to use in demonstrating how to navigate Maryland Electronic Courts. The vendor produced the screen captures for the video. The series comprises eight videos ranging in length from a few minutes to seventeen minutes.
- (4) Need a Court Interpreter?
 - i The AOC produced a two-part video series in six languages on how to request and work with a court interpreter. This video series required live action narrators fluent in English, Spanish, French, Russian, Korean, and Mandarin, and on screen graphics and screen captures. In English, the videos are approximately four and a half and six minutes in length, respectively.
- (5) Promotional Videos
 - i The AOC has periodically sought the production of short promotional videos, one minute in length. Promotional videos may be played on displays in courthouses across the state as well as the MVA. Promotional videos use animation, b-roll, or clips from previous videos and voiceover. Promotional videos raise awareness of resources available to the self-represented. The AOC seeks cohesiveness in branding when producing all videos, including promos. Please visit the following links for examples:
 1. <https://www.youtube.com/watch?v=m1cdv9CoWVk>.
 2. <https://www.youtube.com/watch?v=HeF2hq2zw0Y>.
 3. <https://www.youtube.com/watch?v=TCEbnU8NwIU>.

3. Schedule & Coordination

- a. Offeror shall provide completed projects in accordance with the schedule requirements of each PORFP. Offerors shall anticipate the following turnaround times for each PORFP:
 - (1) Videos with a total of one (1) to twenty (20) minutes shall be completed, including any required revisions, in four (4) to eight (8) weeks.
 - (2) Videos with a total of thirty (30) to sixty (60) minutes shall be completed, including any required revisions, in three (3) to four (4) months.
- b. Offeror shall coordinate with the AOC to provide their services in accordance with the applicable PORFP and shall provide a clear timeline, meet all deadlines, and communicate via email/video conferencing with the AOC, as needed.
- c. Offerors receiving an award on a PORFP issued under this RFP must provide revisions to final products, as needed, in accordance with the pricing, terms, and conditions, of the applicable PORFP.



- (1) The AOC typically only requests revisions based on changes in the law but reserves the right to request revisions at their discretions to any other reason.
4. Invoicing
 - a. After acceptance of completed work, Offerors shall submit invoices in accordance with the applicable PORFP.
 - (1) At the discretion of the AOC, Offerors may be allowed to receive progress/partial payments for larger projects spanning multiple months.
 - b. At minimum, invoices shall include the following information. Invoices submitted without the minimum information below will not be paid until corrected by the Master Contractor.
 - (1) Master Contractor name.
 - (2) Phone & email of the Master Contractor point-of-contact.
 - (3) Remittance address.
 - (4) Billing name and address of project location.
 - (5) Itemized services in accordance with the PORFP and/or Purchase Order.
 - (6) Invoice period, date, and number.
 - (7) Invoice amounts due.
 - (8) Purchase Order Number.
 - c. Offeror shall not charge any fees for creating a quotation or response to a PORFP, or to conduct any site survey for the purpose of quotation creation or responding to a PORFP.

E. PORFP PROCEDURES

1. The AOC will issue PORFPs as follows:
 - a. The Procurement Officer, or designee, shall issue the PORFP to each Master Contractors' point-of-contact (POC) via the Procurement Portal. The PORFP may specify terms and conditions in addition to the terms and conditions of the Contract and this RFP.
 - b. Upon receipt of the PORFP, the Master Contractor shall not correspond with any other Maryland Judiciary Employee about the PORFP, except for the Procurement Officer, or designee, until the final award has been issued. Unauthorized contact with any Judiciary personnel or the Judiciary's contracted consultants may be cause for rejection of the Master Contractor's proposal.
 - c. The Master Contractor shall submit their Proposal in the manner requested in the PORFP. To be considered for award, the Proposal must contain a response to the PORFP's requested submittals.
 - d. The Purchase Order shall be awarded to the Master Contractor whose proposal is determined to be the most advantageous to the Judiciary, considering price and other evaluation factors set forth in the PORFP.
 - e. The AOC reserves the right to issue a Purchase Order to one (1) Master Contractor, without secondary competition, in accordance with this RFP for any projects valued at \$5,000.00 or less, when in the best interest of the AOC.
2. Offerors shall anticipate responding to PORFPs with itemized pricing (e.g., hourly rates) to facilitate any necessary change orders for out-of-scope requests, or any future revisions as outlined in Section III.D.3.c. of this RFP.
3. A sample of the PORFP format has been included as Attachment 1 to this RFP.

END OF SECTION III.



SECTION IV. PROPOSAL FORMAT

A. PROPOSAL SUBMISSION

Offerors shall submit their Proposal in accordance with the required and optional submittals as defined in Section IV.B & Section IV.C of this RFP, and the Procurement Portal. By submitting a response in the Procurement Portal, the submitting individual certifies they are authorized to bind the Offeror to the requirements of this Solicitation, including all addenda.

B. PROPOSAL

1. Offerors must omit all pricing information from their Proposal, and only include technical information in their Proposal.
2. Acknowledgments
 - a. Exceptions to Terms & Conditions: Offeror shall acknowledge any exceptions to the requirements of this RFP, the Contract (Attachment A), or any other attachments on the Procurement Portal. Offerors answering “Yes” shall provide any exceptions as a submittal in the Proposal. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.
 - b. Addenda Acknowledgment: Offeror shall acknowledge receipt of any addenda on the Procurement Portal. Failure to acknowledge addenda may result in your proposal being found not reasonably susceptible of being selected for award.
 - c. Insurance Acknowledgment: Offeror shall acknowledge they have reviewed the insurance requirements, as written in Section II of this RFP, on the Procurement Portal. Offerors are reminded that only the Successful Offeror is required to meet the insurance requirements, and the Successful Offeror is not required to provide a Certificate of Insurance (COI) meeting the written insurance requirements until receiving notification from the AOC that they are the Apparent Awardee. If the Offeror requires additional insurance coverage to meet the written insurance requirements in this RFP, the Offeror shall ensure that such potential additional insurance expenses are reflected and included in their Financial Proposal. Failure to acknowledge insurance requirements may result in your proposal being found not reasonably susceptible of being selected for award.
3. Proposal Contents
 - a. Transmittal Letter: Prepared on the Offeror’s business stationery and signed by an individual who is authorized to bind the Offeror to the requirements as stated in this RFP, including all addenda.
 - b. Claim of Confidentiality: Any information which is claimed to be confidential and/or proprietary shall be identified by section, subsection (if applicable), and page number. An explanation for each claim of confidentiality shall be included. The entire Proposal cannot be given a blanket confidentiality designation.
 - c. Executive Summary: The Offeror shall condense and highlight the contents of the Proposal in an executive summary. In accordance with Section II of this RFP, and only as applicable, the executive summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its executive summary.
 - d. Attachment L – Bidder/Offeror Profile: Offeror shall complete Attachment L – Bidder/Offeror Profile included on the Procurement Portal and enclose with the Proposal.



- e. Offeror's Technical Response to RFP Requirements: Offerors shall address each RFP requirement (Section III) in the Proposal and describe how its proposed services will meet or exceed those requirements, including how any proposed subcontractor(s) will meet or exceed requirements. Offeror's Proposal shall reference the organization and numbering of Sections in the RFP (e.g., "Section III.A.1 Response..."; "Section III.A.2 Response...", etc.). If the AOC is seeking the Offeror's agreement to a requirement(s), the Offeror shall state its agreement or disagreement. 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 shall outline how the Offeror can fulfill the requested tasks in a manner that best meets the AOCs needs.
- (1) Offerors shall provide a confirmation of their ability, or lack of ability, to provide talent fluent in languages other than English.
 - i Per Section III.C.2.a(5). of this RFP, this is a preferred qualification, and Offerors without this ability are encouraged to propose.
 - (2) Offeror shall provide confirmation of their ability to provide b-roll footage that is shot on location (i.e., Maryland).
 - i Per Section III.C.2.b. of this RFP, this is a preferred qualification, and Offerors without this ability are encouraged to propose.
 - (3) Offerors shall provide at least three (3), but no more than six (6), video samples via a web link for videos produced by the Offeror that demonstrate the Offeror's ability to provide the requested services outlined in Section III of this RFP.
 - i A web link may not be submitted for a video previously created for the Maryland Judiciary.
- f. Offeror Personnel Experience & Qualifications: Offeror shall identify the experience, qualifications, and types of staff proposed to be utilized under the contract. Specifically, the Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff proposed by subcontractor(s), as detailed in the work plan. Offeror's description shall establish the proposed staff is capable to perform the services requested in this RFP.
- g. Attachment M – Bidder/Offeror Experience: Offeror shall complete Attachment M – Bidder/Offeror Experience included on the Procurement Portal and enclose with the Proposal. Experience/References shall include not less than three (3) references, within the past five (5) years, from customers/clients who can document the Offeror's ability to provide the goods and/or services specified in this RFP. A reference may not be submitted from an employee of the Maryland Judicial Branch of government.
- h. Subcontractors: For all subcontractors that will work on the contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s) (as applicable), Offeror shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.
- i. Attachment B – Bid/Proposal Affidavit: Offeror shall submit a completed Bid/Proposal Affidavit (Attachment B) and enclose with the Proposal.
- j. IRS Form W-9, Request for Taxpayer Identification Number & Certification: Offeror shall submit a completed IRS Form W-9 and enclose with the Proposal.

END OF SECTION IV.



SECTION V. EVALUATION PROCEDURE

A. EVALUATION COMMITTEE

1. Evaluation of the proposals will be performed by a committee established for the purpose of analyzing the proposals based on the evaluation criteria set forth below. The Evaluation Committee will provide input to the Procurement Officer after reviewing proposals, participating in oral presentations and discussions, and any other activities relative to this RFP.
2. The AOC reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate by the Procurement Officer.

B. PROPOSAL CRITERIA

The criteria to be applied to each Proposal are listed in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

1. Extent to which the Offeror's technical response, including video samples, meets the overall requirements of the RFP;
2. Extent to which the Offeror's profile and experience/references demonstrate their ability to provide the requested services outlined in Section III; and,
3. Extent to which the Offeror's personnel experience and qualifications demonstrate their ability to provide the requested services outline in Section III.

The AOC prefers the Offeror's Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed requirements.

C. SELECTION PROCEDURES

1. The Procurement Officer shall initially review for compliance with the RFP requirements. Failure to comply with RFP requirements may result in a proposal being classified as not reasonably susceptible of being selected for award.
 - a. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the AOCs best interest.
 - b. The Procurement Officer will determine that the MBE Forms are included and are properly completed (as applicable) and determine that the VSBE Forms are included and are properly completed (as applicable).
2. Selection Procedures:
 - a. Proposals are evaluated for technical merit and ranked. During this review, oral presentations, interviews, and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the AOCs requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the AOC.
 - (1) At the discretion of the Procurement Officer, following the recommendation of the Evaluation Committee, a shortlist of Offerors may be established during the evaluation. Only shortlisted Offerors would continue in the evaluation process; Offerors not shortlisted shall be so advised.
 - (2) Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Proposal made during discussions. Any such written clarifications or changes become part of the Offeror's Proposal.
 - (3) The AOC may require any Offeror to furnish additional information regarding past performance, financial capacity, technical expertise, or other qualifications bearing on the performance of the contract and reserves the right to consider any information



otherwise available, or to make such additional investigations as it deems necessary to confirm the Offeror is reasonably susceptible of being selected for award.

- b. When in the best interest of the AOC, the Procurement Officer may permit remaining Offerors to revise their initial proposals and submit, in writing, Best and Final Offers (BAFOs). The AOC may make award without issuing a request for a BAFO.
3. Recommendation for Award
- a. Upon completion of the Proposal evaluations and rankings, an overall ranking will be designated to each Offeror.
 - b. The Procurement Officer will recommend award of the Contract to the Offeror that submitted the proposal determined to be the most advantageous to the AOC.

D. DEBRIEFING

Unsuccessful Offerors may request a debriefing. If the Offeror chooses to do so, the request must be submitted in writing to the Procurement Officer within fourteen (14) calendar days from the date they are notified their proposal was unsuccessful. Debriefings shall be limited to discussion of the specific Offeror's proposal only and shall not include a discussion of a competing Offeror's proposal. Debriefings shall be provided within thirty (30) calendar days of the award notification date.

END OF SECTION V.