



**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**

**Child Access Case Screeners**

**Solicitation No. K26-0023-25I**

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

Child Access Case Screeners

Solicitation No. K26-0023-25I

<b>RFP Issue Date:</b>	August 4th, 2025
<b>RFP Issuing Office:</b>	Procurement, Contract and Grant Administration
<b>Procurement Officer:</b>	Karen Hoang Maryland Judiciary, Administrative Office of the Courts Department of Procurement, Contract and Grant Administration 187 Harry S. Truman Parkway Annapolis, MD 21401 410-260-1582 Karen.hoang@mdcourts.gov
<b>Proposal Submission:</b>	Submissions are exclusively accepted electronically via the <a href="#">Procurement Portal</a> .
<b>Important Events:</b>	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.
<b>Contract Term:</b>	The contract term will be for a period of one (1) year after the date of contract execution with the AOC retaining the sole right to exercise four (4) one-year renewal options at its discretion.
<b>Interviews:</b>	Anticipated September 2025



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## ATTACHMENTS

- Attachment A – Standard Contract Agreement Sample
- Attachment B – Proposal Affidavit
- Attachment C – Contract Affidavit Sample
- Attachment E – Bid/Price Proposal Form
- Attachment F – Non-Disclosure Agreement Sample
- Attachment L – Bidder/Offeror Profile
- Attachment N – Bidder/Offeror Resource Experience
- Attachment O – Resource Acknowledgment

## SECTION I. GENERAL INFORMATION

### A. SUMMARY STATEMENT

The Administrative Office of the Courts (AOC) issues this Request for Proposal (RFP) on behalf of the Department of Juvenile and Family Services to obtain services to screen child access cases for intimate partner violence, domestic violence, and/or child abuse to assist courts in determining whether cases are appropriate for mediation pursuant to Md. Rule 9-205.

### 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. 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.
12. Procurement Portals – Strategic sourcing software allowing the Judiciary to receive and evaluate bids and proposal electronically.
13. RFP – Request for Proposals
14. Successful Offeror – The awarded Offeror.
15. 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), 123 Market Place, Baltimore, Maryland 21202. For registration information, visit: <https://www.egov.maryland.gov/businessexpress>
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 technical 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.

## **U. SUBSTITUTION OF KEY PERSONNEL**

1. Continuous performance of Key Personnel
  - a. Key Personnel shall be available to perform Contract requirements as of the Notice to Proceed Date. Unless explicitly authorized by the Contract Manager or specified in the Contract, Key Personnel shall be assigned to the AOC as a dedicated resource.
  - b. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Successful Offeror from working under the Contract without the prior written approval of the Contract Manager.
  - c. The provisions of this section apply to Key Personnel identified in any proposal, bid, or contract.
2. General substitution provisions
  - a. The Successful Offeror shall demonstrate to the Contract Manager's satisfaction that the proposed substitute has qualifications at least equal to those of the Successful Offeror personnel proposed to be replaced.
  - b. The Successful Offeror shall provide the Contract Manager with a substitution request that shall include:
    - (1) A detailed explanation of the reason(s) for the substitution request;
    - (2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
    - (3) The official resume of the current personnel for comparison purposes; and
    - (4) Evidence of any required credentials.
  - c. The Contract Manager may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
  - d. The Contract Manager will notify the Successful Offeror in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Manager will not unreasonably withhold approval of a proposed Successful Offeror personnel replacement.

3. Substitution circumstances
  - a. Directed Key Personnel Replacement
    - (1) The Contract Manager may direct the Successful Offeror to replace any Successful Offeror personnel who, in the sole discretion of the Contract Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, AOC policies, or Contract requirements. In most cases, a directed personnel replacement will occur only after the following:
      - i If deemed appropriate, at the discretion of the Contract Manager, written notice may be given to the Successful Offeror for any Successful Offeror personnel performance issues, describing the problem and delineating the remediation requirement(s).
        1. The Successful Offeror shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Manager.
        2. If the Contract Manager rejects the Remediation Plan, the Successful Offeror shall revise and resubmit the plan to the Contract Manager within five (5) days, or in the timeframe set forth by the Contract Manager in writing.
      - ii If performance issues persist despite an approved Remediation Plan, the Contract Manager may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Successful Offeror personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Successful Offeror personnel at issue.
    - (2) Replacement or substitution of Successful Offeror personnel under this section shall be in addition to, and not in lieu of, the AOC remedies under the Contract or which otherwise may be available at law or in equity.
    - (3) If the Contract Manager determines the need for direct personnel replacement, at least fifteen (15) days advance notice shall be given to the Successful Offeror, if possible. However, if the Contract Manager deems it necessary and in the AOC best interests to remove the Successful Offeror personnel with less than fifteen (15) days' notice, the Contract Manager may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
    - (4) In circumstances of directed removal, the Successful Offeror shall, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first, in accordance with the provisions of this section.
  - b. Key Personnel replacement by Successful Offeror
    - (1) To replace any Key Personnel in a circumstance other than the substitution provisions and circumstances above, including transfers and promotions, the Successful Offeror shall submit a substitution request to the Contract Manager at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Manager approves the substitution in writing.
    - (2) Key Personnel Replacement Due to Sudden Vacancy
      - i The Successful Offeror shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under Section I.V.3.b(1).
      - ii The Successful Offeror shall identify a suitable replacement and provide the same information and items required under Section I.V.2 within fifteen (15)

days of the actual vacancy occurrence or from when the Successful Offeror first knew or should have known that the vacancy would be occurring, whichever is earlier.

- (3) Key Personnel Replacement Due to an Indeterminate Absence
  - i If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Successful Offeror shall identify a suitable replacement and provide the same information and items to the Contract Manager in Section I.V.2.
  - ii However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Manager, the Contract Manager may, at their sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.
- 4. Substitution within thirty (30) days after Contract execution
  - a. Within thirty (30) days after Contract execution, the Successful Offeror may not substitute proposed Key Personnel except under the following circumstances:
    - (1) Full-time personnel employed directly by the Successful Offeror.
      - i Vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel.
    - (2) Temporary staff, subcontractors or 1099 contractors.
      - i Vacancy occurs due to an Incapacitating event or the death of such personnel.
  - b. To qualify for such substitution, the Successful Offeror must demonstrate to the AOC satisfaction the event necessitating substitution.
  - c. Proposed substitutions shall be of equal caliber or higher, in the AOC sole discretion.
  - d. Proposed substitutes deemed by the AOC to be less qualified than the originally proposed individual may be grounds for post-award termination.

#### **END OF SECTION I.**

## SECTION II. INSTRUCTIONS TO OFFERORS

### A. CONTRACT TYPE

The Contract that results from this RFP shall be based on Labor Hour, Not-to-Exceed (NTE).

### 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 reserves the right to make additional awards of like resources as awarded within the Offeror pool during the life of the contract at the proposed labor rates. The AOC reserves the right to roll-off support resources with thirty (30) days' notice (e.g., assignments completed prior to contract expiration).

### 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 ~~mandatory~~, in order 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-proposal Conference to solicit their services to potential Offerors.
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 Technical 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 Technical 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. In order 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 solicitation.

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 solicitation.

**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.



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 resources to screen child access cases for intimate partner violence, domestic violence, and/or child abuse to assist courts in determining whether cases are appropriate for mediation pursuant to [Md. Rule 9-205](#). There is no guaranteed minimum usage.

Offeror may propose no more than three (3) resource(s). Offeror shall propose resource(s) for which they have the right to represent. If multiple Offerors propose the same resource(s), the AOC reserves the right to make such investigations, as it deems necessary, to confirm the representation of any proposed resource(s) and reject any Offeror's proposed resource(s). After any investigations, if the AOC is unable to confirm the representation of any proposed resource(s), including a proposed resource who signed multiple right-to-represent letters, the AOC reserves the right to reject the proposed resource(s) from all applicable Offerors.

#### B. BACKGROUND INFORMATION

The Department of Juvenile and Family Services (JFS) is a program of the AOC. JFS collaborates with the Maryland courts, legal organizations, and other stakeholders to advance initiatives that benefit Maryland's children, youth, and families. JFS staffs the Juvenile and Domestic Law Committees that review and recommend policies, rules, and legislation that improve the effective administration of juvenile and domestic law.

#### C. OFFEROR & RESOURCE QUALIFICATIONS

1. The Offeror shall have one (1) year of experience in providing recruitment, staffing, and/or otherwise providing professional consulting services. If the Offeror is the proposed resource and is not represented by a recruitment/staffing agency, this minimum requirement will not apply.
2. The Offeror shall propose resource(s) that meet the following minimum qualifications:
  - a. Bachelor's degree in social work, psychology, human services, counseling, or a similar field, as determined by the AOC.
3. The AOC prefers the following:
  - a. Offeror proposed resource(s) to have a master's degree in social work, psychology, human services, counseling, or a similar field, as determined by the AOC.
  - b. Offeror proposed resource (s) has three (3) years' experience conducting interviews with clients/patients/parties in a clinical or court related setting.

#### D. SCOPE OF WORK

1. Offeror proposed resource(s) shall be responsible for using the Mediator's Assessment of Safety Issues and Concerns – Short (MASIC-S) screening tool to conduct confidential interviews, virtually via Zoom, with parties in child access cases and make recommendations to the courts as to whether the case is appropriate for referral to mediation. The AOC will provide the MASIC-S interview tool in Qualtrics and access to Zoom and Jabber phone capabilities to facilitate interviews.
2. Offeror proposed resource(s) will be provided access to MDEC to report time for each screening, as well as administrative time for each case.

#### E. OFFEROR RESOURCE(S) SKILLS, EXPERIENCE, & CAPABILITIES

1. Offeror shall propose resource(s) possessing the following preferred skills, experience, and capabilities:
  - a. Skill in:
    - (1) Conducting interviews with clients;
    - (2) Working with sensitive issues and commitment to respecting the confidential nature of the program; and,
    - (3) Identifying intimate partner violence (IPV), domestic violence, and/or child abuse.



- b. Knowledge of IPV/domestic violence/child abuse issues.
- c. Ability to:
  - (1) Interact sensitively with traumatized populations and to be empathetic to those who have been victims of IPV/domestic violence/child abuse;
  - (2) Work with diverse populations;
  - (3) Work independently; and,
  - (4) Maintain confidential information.
- d. Excellent organizational skills with the ability to meet deadlines.

**F. PLACE OF PERFORMANCE**

- 1. Work shall be performed 100% remote at a suitable off-site location selected by the Offeror/Offeror Resource(s).
  - a. The AOC reserves the right to determine an off-site location is not suitable (e.g., crowded public space with distracting background noise during meetings).
  - b. The Offeror proposed resource may not perform remote work from a country other than the United States of America without prior approval from the Contract Manager. Unless there are extenuating circumstances, Offerors shall not anticipate receiving approval for remote work from a country other than the United States of America.

**G. SCHEDULE & COORDINATION**

- 1. Offeror proposed resource(s) shall perform with flexible working hours, including evenings and weekends, to accommodate the availability of the parties.
  - a. The AOC anticipates approximately twenty (20) to forty (40) hours of screening/administrative work per week.
  - b. The Offeror proposed resource shall perform Monday through Saturday between the hours of 8:00AM to 8:00PM EDT.
- 2. Offeror proposed resource(s) shall be compensated at the proposed hourly rate(s) including scheduling, interviewing, and reporting services for each case.
  - a. For billing purposes, hourly rates shall be prorated and rounded up in fifteen (15) minute intervals.

**H. INTERVIEW PROCESS**

Shortlisted Offeror proposed resource(s) will be required to complete a panel interview including the following:

- 1. The anticipated duration of the interview is one (1) hour.
  - a. The AOC will conduct the interview(s) via a Microsoft Teams meeting.
    - (1) The proposed resource(s) must have their camera on for the duration of the interview.

**END OF SECTION III.**



## SECTION IV. PROPOSAL FORMAT

### A. PROPOSAL SUBMISSION

1. Offerors shall submit their Technical and Financial 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.
2. Offerors proposing more than one (1) resource shall complete their initial submission including the requested documentation for only one (1) resource. After the initial submission, Offerors shall visit the solicitation in the Procurement Portal, and select prepare an additional submission. When completing an additional submission, the Procurement Portal will only request additional information/documentation unique to the additional resource(s) (e.g., resource name, resume, references) for each subsequent submission up to the maximum allowable submissions. Failure to adhere to any of these instructions may result in the proposal(s) being determined to be not reasonably susceptible of being selected for award.

### B. TECHNICAL PROPOSAL

1. Offerors must omit all pricing information from the Technical Proposal, and only include pricing information in the Financial 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 Technical 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.
  - d. Attachment O – Resource Acknowledgment: Offerors shall submit an Attachment O – Resource Acknowledgment for each proposed resource. Failure to submit a completed Attachment O – Resource Acknowledgment, completed by the proposed resource(s), may result in your proposal being found not reasonably susceptible of being selected for award.
3. Technical Proposal Contents
  - a. Transmittal Letter: Prepared on the Offeror’s business stationary 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 Technical Proposal cannot be given a blanket confidentiality designation.
- c. Executive Summary: The Offeror shall condense and highlight the contents of the Technical 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 Technical Proposal.
- e. Offeror Resource(s) Skills, Experience, Capabilities & Qualifications: Offeror shall identify the skills, experience, capabilities, and qualifications to be utilized under the contract. Specifically, the Offeror shall:
  - (1) Describe in detail how the proposed resource(s) skills, experience, capabilities, and qualifications relate to their specific responsibilities. Offeror's description shall establish the proposed resource(s) is/are capable to perform the services requested in this RFP.
    - i Offerors shall ensure that the description of the proposed resource(s) skills, experience, capabilities, and qualifications clearly demonstrates that the proposed resource(s) meets the minimum qualifications as written in Section III.C of this RFP. Failure to adhere to any of these instructions may result in the proposal(s) being determined to be not reasonably susceptible of being selected for award.
  - (2) Provide individual resume(s) for Offeror resource(s). Resume(s) shall include education (e.g., degrees, certificates, etc.), and the amount of experience the individual has had relative to the scope of work set forth in this RFP.
    - i Offeror shall submit a copy of any degree and/or certificate for each proposed resource.
  - (3) The Key Personnel for this contract are defined as:
    - i Child Access Case Screener(s).
- f. Attachment N – Bidder/Offeror Resource Experience: Offeror shall complete Attachment N – Bidder/Offeror Resource Experience included on the Procurement Portal and enclose with the Technical 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 resource's ability to provide the goods and/or services specified in this RFP. If the Offeror proposed resource has been assigned to less than three (3) contracts within the previous five (5) years, the Offeror shall submit one (1) reference per assigned contract from the customer(s)/client(s) that can document the Offeror proposed resource's ability to provide the services specified in this RFP.
- g. Attachment B – Bid/Proposal Affidavit: Offeror shall submit a completed Bid/Proposal Affidavit (Attachment B) and enclose with the Technical Proposal.
- h. IRS Form W-9, Request for Taxpayer Identification Number & Certification: Offeror shall submit a completed IRS Form W-9 and enclose with the Technical Proposal.

## C. FINANCIAL PROPOSAL



1. Offeror's Financial Proposal must contain all price information in the format specified in the Bid/Price Proposal Form and/or the requested total price. Do not amend, alter, or leave blank (as applicable) any items on the Bid/Price Proposal Form, or include additional clarifying or contingent language. Failure to adhere to any of these instructions may result in the proposal being determined to be not reasonably susceptible of being selected for award.
  - a. Offeror shall propose fully loaded hourly rates that include all direct and indirect costs and profit for the Offeror resource 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 Offeror against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to the Contract.
2. Any information which is claimed to be confidential and/or proprietary shall be clearly identified in the Financial Proposal. An explanation for each claim of confidentiality shall be included in the Financial 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. TECHNICAL PROPOSAL CRITERIA

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

1. Interview (shortlisted Offeror resources only). Degree to which the proposed resource(s) demonstrates the skills, experience, and capabilities outlined in Section III.E.;
2. Extent to which the proposed resource(s) resume, education, and narrative demonstrates the Qualifications, skills, experience, and capabilities outlined in Section III;
3. Extent to which the proposed resource(s) references demonstrate their ability to provide the requested services outlined in Section III;

The AOC prefers the Offeror's Technical 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. Technical Proposals which include limited responses to work requirements such as "concur" or "will comply" sample will receive a lower ranking than Technical Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed requirements.

### C. FINANCIAL PROPOSAL CRITERIA

All Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on their total proposed price set forth in this RFP and as submitted on the Bid/Price Proposal Form and/or the requested total price.

### D. 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. 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.
2. Selection Procedures:
  - a. Technical 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 technical 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 Technical Proposal made during discussions. Any such written clarifications or changes become part of the Offeror's Technical 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. The Financial Proposal of each remaining Offeror will be evaluated and ranked separately from the technical evaluation. After a review of the Financial Proposals of remaining Offerors, the Evaluation Committee and/or Procurement Officer may conduct discussions to further evaluate the Offeror's entire proposal.
  - c. 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 Technical Proposal and Financial 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. In making the most advantageous Offeror's determination, technical factors shall be given greater weight than price factors.

**E. 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.**