



Addendum No. 1
Audio Visual (AV) Hardware and Services
Project No. K23-0019-29

06/24/2022

The purpose of this addendum is to amend and clarify certain portions of the above-referenced solicitation with all prospective bidders/offerors.

Clarifications:

- C1.** Delete: Key Information Summary Closing Date & Time: July 6, 2022 at 4:30 PM EST
Replace with: Key Information Summary Closing Date & Time: July 13, 2022 at 4:30 PM EST
- C2.** Add: Attachment 4 - Locations
- C3.** Add: Section IV.C.2.e.(2).i.2.e: If the Offeror is unable to obtain an LOA from the manufacturer, the AOC will accept an LOA from Distributor identifying the Offeror as an authorized reseller; and an LOA from the Manufacturer identifying the Distributor as an authorized reseller.

Questions:

- Q1.** Does the AOC have an anticipated Notice To Proceed date?
A1. No.
- Q2.** Can the AOC identify any projects that would require completion prior to the end of 2022?
A2. No.
- Q3.** Preferred qualifications for employees- are there specific portions of the work in which these certifications are required or preferred?
A3. See Attachment 2.
- Q4.** Would preference be given for certifications exceeding necessary labor (i.e. CTS certified employees completing installation tasks considered “Non-Technical Labor”)?
A4. No.
- Q5.** RFP Section III.E.3.c.(2).i., states “the maximum allowable mark-up for materials incidental to a project/service is 8%” Can the AOC define what materials are or are not considered in this?
A5. Materials are items not provided by a manufacturer for which the Offeror has submitted an LOA (e.g., zip ties).
- Q6.** RFP Section III.E.3.c.(2)., states “Not more than two (2) business days after the site survey, the Offeror shall submit an itemized quotation in accordance with the quotation requirements of this RFP.” Certain room complexities and volume of projects may impact the ability to meet this type of turnaround. Can the AOC agree to provide certain availability, room information, and key personnel for discussion prior to a site survey to accommodate a turnaround time of this scope?
A6. The AOC understands some rooms may have increased complexity and the volume of projects can impact the ability to meet the requested turnaround time. The AOC will coordinate with the vendor in these cases on a reasonable turnaround time.
- Q7.** Regarding RFP Section IV.C.2.f.(3). Organizational chart: due to company size, is it allowable to include an organization chart of key personnel within the local office that would be responsible for this project, mapped up to the executive level?
A7. Yes.

- Q8.** From our evaluation of the scope and service response times/ requirements of this contract, if our recommendation included a tailored service approach as opposed to the standard service included in this RFP, is there a section in which we can propose an add alternate?
- A8.** No, see RFP Section I.I.
- Q9.** Regarding Attachment 3, Use Case Examples: Project Management hours are not listed as one of the four labor categories. While considered Non-Technical Labor by the categories provided, Project Management Hour rates are often closer to labor rates of Technical Labor. Should project management hours be included in the Use Case response, and if so, should they be put into one of the four provided labor categories or a separate line item?
- A9.** Offerors shall provide hours for the use case scenarios in accordance with the four labor categories. Offerors shall determine the appropriate category to propose hours and may include additional clarifying information in the additional comments section for each use case.
- Q10.** Regarding Attachment 3, Use Case Examples, in addition to the hours of services, is there a requirement to provide a list of materials? And if so would it be with or without pricing?
- A10.** No. The use cases are solely to evaluate the level of effort per labor category and does not include materials or pricing. Offerors are reminded that pricing information shall not be included in the technical proposal, per RFP Section IV.C.1.a.
- Q11.** Regarding RFP Section III.E.3.c.(2).ii., Low voltage requirement: Is there anticipated low voltage work that is not Audio-Visual Systems to be completed in this contract?
- A11.** No, all work will be related to the AV systems.
- Q12.** Can the AOC provide a list of all addresses that would be under service as part of this contract?
- A12.** See Attachment 4 - Locations, included with this addendum. Offerors shall note that this list is not an exhaustive list of all locations and other locations may be included as part of the contract.
- Q13.** RFP Section IV.D,1.b. states “Offeror shall provide a ceiling rate as a percent of the equipment price for the One (1) year service maintenance plan for hardware no longer under the manufacturer warranty; and One (1) year service and parts maintenance plan for hardware no longer under the manufacturer warranty.” To provide a rate for service on existing equipment, we would need an equipment list of currently installed equipment with serial numbers to provide a competitive offer.
- A13.** In the event the Successful Offeror is requested to provide warranty/maintenance on existing equipment, the AOC will provide a list of all equipment, including part number, at the time of request. If available, the AOC will provide serial numbers.
- Q14.** What is the current service process like? Is there a ticketing system? What is the agency seeking for a future facing service system?
- A14.** The AOC currently contacts the contracted vendor by email or phone to request a site survey (if applicable) and subsequent quote. Per Section III.E.1.b., the AOC prefers a web-based system/portal for administrative capabilities, and submitting and monitoring service requests.
- Q15.** RFP Section IV.C.2.e (2) i.2.d., Manufacturer Letters of Authorization. Regarding the statement that the AOC will not accept typed signatures, will the AOC please confirm that electronic signatures on Adobe PDF documents are acceptable?
- A15.** Electronic signatures on Adobe PDF documents are acceptable.
- Q16.** It seems unusual a procurement of this complexity has no MBE or VSBE participation percentage goals. Is this solicitation geared towards large businesses?
- A16.** The Maryland Judiciary is committed to transacting with MBE and VSBE firms and performs a thorough evaluation on each applicable procurement to determine the viability of MBE and/or VSBE goals. In this instance, the evaluation determined that opportunities for subcontracting are limited, given that the scope of work requires specific certifications. MBE and VSBE firms are encouraged to respond.

- Q17.** Will multiple vendors be selected, or is it the AOC's goal to have a single contractor?
A17. See RFP Section II.C.
- Q18.** Is there a list of the equipment currently installed in courthouses through the county or will the Successful Offeror be responsible for cataloging current equipment?
A18. There is no master list, however, the AOC does know certain equipment installed in each Courtroom. The Successful Offeror would not be responsible for cataloging this information.
- Q19.** Can former judicial employees be used as a reference?
A19. Yes.
- Q20.** Regarding RFP Section III.E.3.d. Warranty/Maintenance, for non-functioning equipment/systems and the requirement for restoration within one business day after reporting an issue, will the AOC please confirm that this requirement only applies to equipment/systems provided by the Successful Offeror under the contract, and does not apply to equipment/systems that were provided under the existing contract?
A20. Existing equipment/systems under the current contract are not included. The Successful Offeror may become responsible for existing equipment/system but only after the Judiciary purchases a maintenance plan from the Successful Offeror for said equipment/systems.
- Q21.** Regarding RFP Section III.E.3.d. Warranty/Maintenance, for the loaner hardware requirement, will the AOC please confirm that this requirement only applies to hardware provided by the Successful Offeror under the contract, and does not apply to hardware that was provided under the existing contract?
A21. See Addendum 1, A20.
- Q22.** Regarding RFP Section III.E.3.d. Warranty/Maintenance, does the AOC maintain an inventory of spare parts/equipment to meet urgent requirements and the one business day timeline?
A22. No, currently there are only a few spares of certain items.
- Q23.** RFP Section III.H.3.a., Warranty/Maintenance Technician support at the Maryland Judicial Center, suggests the AOC desires a dedicated technician to perform onsite maintenance. Will the AOC issue either a separate or specific task order for the technicians assigned at the Maryland Judicial Center?
A23. Task orders will be issued on an as-needed basis. The intent of the dedicated technician for the MJC Building is to avoid the amount of time Judiciary staff spends bringing a new technician up to speed each visit.
- Q24.** RFP Section III.H.3.a. suggests the AOC desires a dedicated technician to perform onsite maintenance. Will the AOC provide office space, administrative, and logistical support for the technician at the Maryland Judicial Center?
A24. No.
- Q25.** Regarding RFP Section III.H.3.a., is this technician permanently on-site or on-call?
A25. The intent of the dedicated technician for the MJC Building is to avoid the amount of time Judiciary staff spends bringing a new technician up to speed each visit. The technician is not on-site.
- Q26.** The AOC anticipates service and maintenance on legacy equipment. How does the AOC anticipate funding service calls on legacy systems that lack source code, documentation and/or records?
A26. The AOC anticipates using the ceiling percentage rates for annual maintenance plans. Prior to agreeing to an annual maintenance plan, the Successful Offeror shall ensure they have all the required information to provide maintenance. If the AOC does not have information required by the Successful Offeror (e.g., source code), the AOC will come to an agreement on a level-of-effort in accordance with the labor rates on the Contract to allow the Successful Offeror to perform work for the required information.

- Q27.** RFP Section III.B states “The AOC does not have copies of the code for these systems, and the Successful Offeror must be able to update or add new code to ensure the systems remain operational.” Since the AOC does not have the source code, what is the agency’s expectations of the winning bidder?
- A27.** See Addendum 1, A26.
- Q28.** Regarding RFP Section III.B, when does the current maintenance contract end?
- A28.** May 8, 2024.
- Q29.** Regarding RFP Section III.B, will the successful Offeror take over the maintenance of the Extron systems when the current maintenance contract ends?
- A29.** The AOC may utilize the Successful Offeror to provide a new solution, or take over the existing equipment maintenance.
- Q30.** RFP Section III.B, states “the Successful Offeror will eventually take over the maintenance (e.g., support, updates, replacement parts) on the Extron systems.” Offerors can provide a cost to take over the support of all existing systems, however, would it be possible to provide us with an inventory of all installed hardware including the install date?
- A30.** If the Successful Offeror is to take over any maintenance on existing equipment, a list of equipment will be provided, and pricing shall be in accordance with the ceiling rates for warranty/maintenance.
- Q31.** Does the AOC have a schedule for the replacement of equipment in the 400 Courtrooms/Hearing rooms and the 50 conference rooms? For example, the AOC will replace the equipment in approximately 100 Courtrooms/hearing rooms and 15 conference rooms per year.
- A31.** No. The AOC has just updated and is in the process of updating many of the Courtrooms.
- Q32.** Regarding RFP Section III.E.3.c. (2) ii, low voltage permits. Can you provide a level of effort for such work?
- A32.** The Successful Offeror is responsible for all costs associated with obtaining permits and inspection processes and shall be factored into their quote for work, as needed.
- Q33.** If an Offeror is hand delivering a proposal to the AOC, will there be someone from the AOC who is available to accept the hand delivered proposals on the Closing Date?
- A33.** The building has security guards at the main entrance and proposals may be left with them. You may also request the security guards to call the Procurement Officer.
- Q34.** Are there specific instructions for the hand delivery of proposals to the AOC at the Annapolis, MD location listed in the Key Information Sheet?
- A34.** No.
- Q35.** Regarding RFP Section II.L. Acceptance of Terms and Conditions: Language in this section is conflicting. II.L.2 states that “all exceptions will be taken into consideration when evaluating an Offeror’s proposal” while II.L.3 states that “a proposal that takes exception to these terms may be rejected.” Please confirm that an Offeror’s proposals which include exceptions to terms and conditions will not be rejected. Please also confirm that if an Offeror whose proposal includes exceptions is selected for award, the State will accept or is willing to negotiate exceptions provided in Offeror’s proposal.
- A35.** The AOC will consider all exceptions but reserves the right to reject an Offeror who takes exceptions.
- Q36.** Regarding RFP Section II.M. Acceptance of Services: What objective measures will be used to determine what constitutes an “unsatisfactory” level of service?
- A36.** An unsatisfactory level of service would include, but is not limited to, arriving late to installations, accounting and billing issues, poor installations (e.g., cables not secured), exceeding and responsive times listed in the RFP (within reason), etc.
- Q37.** RFP Section III. E.3.d.(2) is about loaner hardware. Please expound on your requirements for loaner hardware. What equipment would be required? How many loaners per equipment is expected? Would the AOC be paying for the equipment?

- A37.** If the Offeror cannot repair equipment in a timely manner that is required for day-to-day operations, the Offeror shall meet the requirement of Section III.E.3.d.(2). The loaner or reconfigured control shall be included in warranty/maintenance.
- Q38.** Regarding RFP Section III.I.1.b., can we put labor category and hourly rate on quotes/invoices? Please clarify what you mean by “level-of-effort”? Is that like a project description?
- A38.** Offerors will supply the labor category (e.g., non-technical, technical), the level-of-effort (hours), and hourly rate.
- Q39.** Will training be one group per space or will it be multiple groups throughout the day?
- A39.** Training will vary on the project. It is anticipated that for technical training it would be one group, and if it is end user training it could be multiple groups per day depending on location and equipment.
- Q40.** Please clarify if we need to provide just the POC’s references for AOC to later inquire about our past performance, or whether we need to contact the POCs and request an evaluation of our performance.
- A40.** Offerors shall complete each Attachment J in its entirety. The AOC may contact references to validate the information included on each Attachment J.
- Q41.** In addition to the required minimum 3 past performances within the past five (5) years, will the AOC accept a reference outside of the required 3 years scope if we feel it is very relevant to the task at hand?
- A41.** The AOC will accept an additional reference, but the Offeror shall ensure they are meeting the minimum requirements of Section IV.C.2.g.(2). Of the RFP.
- Q42.** Regarding Attachment A, Standard Contract Agreement Sample, Section 8. Disputes: Would you please provide a copy of the Maryland Judiciary’s Procurement Policy referenced in this clause?
- A42.** <https://mdcourts.gov/sites/default/files/import/employeehandbook/pdfs/procurementpolicy.pdf>
- Q43.** Regarding Attachment F, Non-Disclosure Agreement Sample: Is the AOC willing to negotiate terms in the NDA?
- A43.** See Section II.L. of the RFP.
- Q44.** Is Progress Billing allowed if project extends beyond 30 days?
- A44.** No.
- Q45.** Are supply chain challenges from vendors seen as unforeseeable causes beyond the control and with the fault of negligence of the Contractor?
- A45.** Yes.
- Q46.** Is the Indemnification clause in Attachment A, Standard Contract Agreement Sample, Section 25 limited to our negligence?
- A46.** Indemnification is as stated.
- Q47.** Regarding RFP Section IV.C.2.e.(2).i.2, Manufacturer Letters of Authorization: Due to the size of some of the manufacturers, Offerors may not have a direct relationship with the manufacturer but may be an authorized reseller through a distributor. Will the AOC please confirm that an Offeror may submit the following in compliance with this requirement?
- a) Letter of Authorization from Distributor identifying the Offeror as an authorized reseller; and
- b) Letter of Authorization from Manufacturer identifying the Distributor as an authorized reseller
- A47.** See C3 of this Addendum.
- Q48.** Regarding RFP Section III.A., will there be a transition from the existing contractor? If so, what is included with the transition? What is the AOC’s expectations for the transition-in timeline? Will the AOC facilitate communication between contracting companies?

A48. Yes, the incumbent will continue to provide services on items that are still under contract for maintenance. Once the contract expires, the AOC intends to transition maintenance for existing equipment to the Successful Offeror. The AOC will facilitate communication between the two parties.

Q49. Regarding RFP Section III.E.3.b. Labor Categories: Due to the various types of functions that could be performed in the Non-Technical Labor and Technical Labor categories, will the AOC allow Offerors to include additional labor categories to provide further delineation of the labor category function?

A49. No.

Q50. If we are approved resellers for over 50 products, are we required to have LOA's for all of them?

A50. Yes. Offerors shall submit LOAs in accordance with Section IV.C.2.e.(2).i. of the RFP.

All addenda will be incorporated into the final contract documents and will be binding on all bidders/offerors responding to this solicitation. Each bidder/offeror submitting a bid/proposal must acknowledge receipt of all addenda by completing and forwarding Attachment H (included in bid/proposal package) with the bid/proposal response; failure to acknowledge addenda may result in the bid/proposal rejection.

If you have any questions regarding this addendum, please contact me at (410) 260-1421 or email me at lauren.sands@mdcourts.gov



Lauren Sands
Procurement Officer