



**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**

**ServiceNow Professional Services**

**Solicitation No. K22-0089-29**

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.

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

In order 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 on Attachment G – Notice to Bidders/Offerors.

## KEY INFORMATION SUMMARY SHEET

### Request for Proposals

ServiceNow Professional Services

Solicitation No. K22-0089-29

**RFP Issue Date:** May 3, 2022

**RFP Issuing Office:** Procurement, Contract and Grant Administration

**Procurement Officer:** Valerie L. Mitchel  
Maryland Judiciary, Administrative Office of the Courts  
Department of Procurement, Contract and Grant Administration  
187 Harry S. Truman Parkway  
Annapolis, MD 21401  
410-260-3591  
Valerie.l.mitchell@mdcourts.gov

**Proposals must be sent to:** Valerie L. Mitchell  
Maryland Judiciary, Administrative Office of the Courts  
Department of Procurement, Contract and Grant Administration  
187 Harry S. Truman Parkway  
Annapolis, MD 21401

**Pre-proposal Conference:** May 11, 2022 at 12:30pm (**Please email Attachment D by May 10, 2022**)  
Microsoft Teams meeting  
**Join on your computer or mobile app**  
[Click here to join the meeting](#)  
**Or call in (audio only)**  
[+1 443-833-0155,,840805062#](#) United States, Baltimore  
Phone Conference ID: 840 805 062#

**Deadline for Questions:** May 16, 2022 at 4:30 PM EST

**Closing Date & Time:** May 25, 2022 at 4:30 PM EST

**Contract Term:** 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 one (1) one-year renewal option at its discretion.



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**ATTACHMENTS**

- Attachment A – Standard Contract Agreement Sample
- Attachment B – Proposal Affidavit
- Attachment C – Contract Affidavit Sample
- Attachment D – Pre-Bid/Proposal Conference Form
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- Attachment F – Non-Disclosure Agreement Sample
- Attachment G – Notice to Bidders/Offerors
- Attachment H – Addenda Acknowledgement Form
- Attachment I – Bidder/Offeror Profile
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## SECTION I. GENERAL INFORMATION

### A. SUMMARY STATEMENT

The Administrative Office of the Courts (AOC) issues this Request for Proposal (RFP) on behalf of Judicial Information Systems (JIS) to provide ServiceNow resources, as needed, to plan, design, configure, and deploy within the ServiceNow platform using customer, IT, and employee workflows.

### B. ABBREVIATIONS AND DEFINITIONS

For the purpose of 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 vendor 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/Successful Offeror personnel or subcontractor personnel who are to be assigned to this contract 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. RFP – Request for Proposals
13. Successful Offeror – The awarded Offeror.
14. 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 designated 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 AOCs Procurement webpage, e Maryland Marketplace Advantage (eMMA), 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 AOCs Procurement webpage, and eMMA 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 each on the Addenda Acknowledgment Form (Attachment H). Offerors shall identify each responsive addendum by number and date, sign the form, and enclose it with the technical proposal. 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 a corporation can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation (SDAT), State Office Building, Room 803, 301 West



Preston Street, Baltimore, Maryland 21201. 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 without prior written consent from 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. Any Software as a Service (SaaS), Infrastructure as a Service (IaaS), or Platform as a Service (PaaS) used to meet the requirements of this solicitation shall be AICPA Service Organization Control (SOC) 2 compliant, or equivalent (e.g., ISO 27001/2 Certification, Verified PCI DSS, FedRAMP).

**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 Labor Hour, Not-to-Exceed.

### 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 a single award under this RFP.

### D. PRE-PROPOSAL CONFERENCE

1. A Pre-proposal Conference and site visit (as applicable) will be held on the date, time, and location indicated on the Key Information Summary Sheet.
  - a. Offerors are encouraged to bring a copy of this RFP and a business card to help facilitate a more efficient sign-in process.
  - b. In order 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 the date and time indicated on the form.
  - c. If the Pre-proposal Conference will be held virtually, Offerors shall use the meeting link located on the Key Information Summary Sheet, as well as complete and submit the Pre-bid/proposal Conference Response Form (Attachment D).
2. 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.

Attendance at the Pre-proposal Conference will be limited to two (2) attendees per Offeror.
3. 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, by email, no later than the date indicated on the Key Information Summary Sheet.
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 AOC procurement website and posted on eMMA.
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 at the Issuing Office not later than the date and time indicated on the Key Information Summary Sheet. Offerors shall allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Proposals received after the closing date and time listed in the Key Information Summary Sheet will not be considered.
2. Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the date and time set forth in the Key Information Summary Sheet for receipt of Proposals.
3. Unless specifically requested, proposals submitted electronically or by fax 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 proposals must be included in the Offeror's proposals. 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 Executive Summary of 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: Vendor Registration, Veteran Verification, and VSBE Certification. 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.
  - c. Cyber Liability & Data Breach Insurance
    - (1) \$5,000,000 per occurrence for any service offering hosted by the Successful Offeror.
    - (2) The coverage must be valid in all locations where work is performed and/or data or other information concerning the AOCs claimants and/or employers is processed or stored.
  - d. Professional Liability/Errors & Omissions (E&O)
    - (1) \$1,000,000 per combined single per occurrence.
    - (2) \$2,000,000 annual aggregate.



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 also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to 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, on behalf of Judicial Information Systems (JIS), from prospective Offerors to provide ServiceNow resources, as needed, to plan, design, configure, and deploy within the ServiceNow platform using customer, IT, and employee workflows.

The AOC intends to award to a single Offeror to provide ServiceNow resources, as needed, for individual task orders (See Section III.F of this RFP). The AOC anticipates task orders totaling 3,000 hours during the base term on the contract, and an additional 3,000 hours for task orders during the sole option year of the contract.

### B. BACKGROUND INFORMATION

Located in Annapolis, Maryland, Judicial Information Systems (JIS) is comprised of six units including application development and support, hardware installation and maintenance, operation of the Data Center computer systems, and support of online case management and business applications at the District and Circuit Courts across the state.

### C. OFFEROR QUALIFICATIONS

1. The Offeror shall meet the following minimum qualification(s):
  - a. Elite or Global Elite Service Now Partner.
  - b. ServiceNow Public Sector Partner
2. The AOC prefers an Offeror with the following qualification(s):
  - a. Experience with co-delivery of at least three (3) engagements with ServiceNow within the previous twelve (12) months.
  - b. A pool of available resources with demonstrated experience providing the services as outlined in Section III.D. of this RFP, and certified through ServiceNow as follows:
    - (1) Certified ServiceNow Applications Developer
    - (2) Certified ServiceNow Implementation Specialist
    - (3) Certified ServiceNow Systems Administrator

### D. SCOPE OF WORK

1. The Offeror shall provide resources to plan, design, configure and deploy within the ServiceNow platform using customer, IT, and employee workflows.
  - a. Resources shall have relevant ServiceNow platform experience and domain knowledge in accordance with Section III.D. of this RFP.
  - b. Resources shall be dedicated to assisting the AOC in all technical aspects of any assigned project.
  - c. Resources shall perform configuration and development activities specific to the ServiceNow solution, and in accordance with the mutually agreed upon requirements of the AOC.
  - d. Resources shall train and transfer knowledge as needed.
  - e. Resources shall provide technical leadership and guidance on ServiceNow and ITIL best practices.
2. The Offeror shall provide overall service, including service provided by each resource, that focuses on customer relationships and places an emphasis on teamwork.
3. The AOC has immediate need for expertise on the following modules:
  - a. Customer Service Management Module
    - (1) Predictive Intelligence.





- (2) Virtual Agent - Develop the Virtual Agent feature to facilitate employees and customers ability to resolve issues fast and get what they need, when they need it, with an AI-powered conversational chatbot.
  - (3) Field Service Management.
  - (4) Agent Workspace.
  - (5) Walk-up.
  - (6) Knowledge Management - Working with the teams to house the Knowledge articles and formatting, configuration, restrictions of articles, service portal access.
  - (7) Workplace Service Delivery.
- b. IT Service Management Module – Certified Implementation Specialist – IT Service Management
- (1) Incident.
  - (2) Service Portal.
  - (3) Change Management – Create streamlined Out-Of-The-Box (OOTB) process flows that translate to the correct OOTB workflows.
  - (4) Now Mobile Application – Configure and deploy new service Now Mobile Application.
  - (5) Asset Management – Certified Implementation Specialist – Hardware Asset Management, Software Asset Management Integrate using the Enterprise integration hub with the Financial software, utilized by the Maryland Judiciary. Pulling the data from the Procurement Module to the asset management financial fields linking newly created assets with PO data. Integrating with Mobile reach application to accept import sets.
  - (6) Procurement – Integrate using the Enterprise integration hub with the Financial software, utilized by the Maryland Judiciary. Pulling Purchase order data from the financial application to the Procurement PO module.
- c. IT Operation Module – CMDB – Certified Implementation Specialist – Cloud Provisioning and Governance, Discovery, Event Management, Service Mapping.
- (1) Stabilize and verify all fields captured in the CMDB such as Model Categories and Class and List table are consistent with best practices.
  - (2) Ensure Asset table and Configuration tables are joined correctly and do not impact the asset management project.
  - (3) Reconfigure a normalization schema for Manufacturers and Model Categories - All items.
  - (4) Begin Discovery of Network Devices, routers, switches, Firewalls.
  - (5) Refine probes and patterns for consistent and healthy discovery.
  - (6) Develop a VMware integration, assist with configuring Discovery to Discover Servers, Windows, Linux, AIX, network printers.
  - (7) Refine probes and patterns for consistent and healthy Discovery.
  - (8) Assist with and Redefine the Service Mapping, Defining the Applications running on Servers.
  - (9) Reconfigure the discovery of Desktop computers, Complete CMDB Health Dashboard, Review and Ensure IRE setup correctly with Discovery.
- d. Enterprise Integration Hub – ServiceNow Certified Application Developer, Certified Implementation Specialist - Service Provider
- e. IT Business Management Module – Certified Implementation Specialist in Application Portfolio Management, Project Portfolio Management
- f. Project Management Module



- (1) Standardize the Project Modification Form with additional OOTB workflow, to meet required customization
  - (2) Demand Management - Standardize the Demand Modification Form with additional OOTB workflow, to meet required customization
  - (3) Resource Management – Install/configure OOTB products
- g. Performance Analytics Module
- (1) Provide Needed reporting tools
4. The AOC reserves the right to request services for new, existing, or rebranded modules, or other product offerings available from ServiceNow not identified in this RFP

**E. SCHEDULE & COORDINATION**

- 1. Offeror resources assigned to this contract are not required to be onsite at the AOC facilities in Annapolis, MD.
  - a. Offeror resources must be available Monday through Friday, 8:00AM to 5:00PM, Eastern Standard Time (EST).
    - (1) If an assigned resource is located in a different time zone, the resource must work a schedule aligned with the EST.
- 2. Offeror shall provide a single point-of-contact for contract management (e.g., task order responses, on-going task order management, billing, etc.).
  - a. If different, the Offeror shall provide a single point-of-contact for each task order, or the method for ensuring successful communication with for each task order.

**F. TASK ORDERS**

- 1. The AOC will contact the Successful Offeror with a task order request that includes the modules, features, and scope of the work.
- 2. The Successful Offeror will estimate the level-of-effort for each labor category, and submit to the Contract Manager, or designee, for approval to begin work.
  - a. Task orders may be approved via email. Offerors shall anticipate multiple task orders taking place concurrently.
  - b. The Successful Offeror shall provide an estimate for all task orders requested by the AOC.
  - c. The AOC has ultimate authority to determine the priority, value, and necessity of all work assignments.
  - d. The Successful Offeror shall not perform any additional work/hours without prior approval from the Contract Manager, or designee.
- 3. The AOC will closely monitor the hours expended against the amount funded for a task order and bring all performance issues to the Successful Offeror’s attention. If the work requires an increase in the allotted hours for a feature or epic above the estimated budget, then the AOC will assess the product backlog and determine the priority or cancellation of the work.

**G. BILLING**

- 1. Offeror shall invoice the AOC monthly in arrears.
- 2. Offeror invoices, at minimum, shall include itemized hours by resource and task order.
  - a. Hours shall be rounded to the nearest quarter hour or actual time worked.

**H. ASSUMPTIONS**

- 1. The AOC will:
  - a. Discover and define the business process that the user stories will be based on.
  - b. Manage the project(s).
  - c. Conduct User Acceptance Testing.



- d. Define the API calls when appropriate.
  - e. Identify stakeholders and project team.
  - f. Be responsible for the project timeline and delivery of value to the customers.
  - g. Discuss issues regarding assigned resources to Successful Offeror for possible reallocation in the event the skillset does not meet the expectations of the Judiciary.
2. The AOC will provide the following resources to ensure successful delivery of the Scope of Work:
- a. Project Manager
    - (1) Serves as a point of contact for day-to-day project related requests, manages the coordination and efforts across business organizations, defines budget constraint, manages internal project team efforts, requests contract changes, manages sprint timelines, testing coordination, communication planning, and overall responsible for managing project tasks. Additionally, the Project Manager determines priority of the items in the product backlog, ensure alignment of the implementation with the business vision and strategy, determine if acceptance criteria have been met, supports sustained adherence to schedule commitments, escalates issues, and provides on-going guidance and direction to the project team.
  - b. ServiceNow Administrators
    - (1) ServiceNow Administrators have a clear understanding of the overall project goals and objectives, will attend planning workshops and design sessions, provide inputs to design and configurations, responsible for working side-by-side with the Successful Offeror resources, input testing and support administration of ServiceNow.

**END OF SECTION III.**

## SECTION IV. PROPOSAL FORMAT

### A. TWO-VOLUME SUBMISSION

Offerors must submit proposals in two separate volumes (envelopes/sealed packages):

1. Volume I - TECHNICAL PROPOSAL
2. Volume II - FINANCIAL PROPOSAL.

### B. PROPOSAL PACKAGING & SUBMISSION

1. Offerors shall submit an unbound original, so identified, and one (1) copy of each volume.
2. Volume I - Technical Proposal and Volume II – Financial Proposal must be submitted as two (2) separate sealed packages but submitted simultaneously to the Procurement Officer.
  - a. Each sealed package shall be labeled Volume I – Technical Proposal, and Volume II – Financial Proposal, respectively.
  - b. Each sealed package must bear the RFP Title and number, name and address of the Offeror, and the closing date and time for receipt of the proposals on the outside of the sealed package.
3. An electronic version of both the Volume I- Technical Proposal and the Volume II- Financial Proposal must also be submitted in each respective sealed package.
  - a. Electronic versions of each volume shall be in MS Word, .PDF, or Excel format.
  - b. Electronic media (e.g., Flash Drive, CD, etc.) shall bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

### C. VOLUME I – TECHNICAL PROPOSAL

1. General Format
  - a. Offerors must omit all pricing information from the Technical Proposal (Volume I), and only include pricing information in the Financial Proposal (Volume II).
  - b. Offeror’s Technical 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.).
  - c. All pages of the Technical Proposal must be consecutively numbered from beginning (Page 1) to end (Page “X”).
2. Technical Proposal Contents
  - a. Transmittal Letter: The Technical Proposal shall be covered by a transmittal letter, prepared on the Offeror’s business stationary, and signed by an individual who is authorized to bind the Offeror to the services and requirements as stated in this RFP, including all addenda.
  - b. Title Page and Table of Contents: The Technical Proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the Technical Proposal shall follow the title page, organized by section, subsection, and page number.
  - c. 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, and placed after the Title Page, but before the Table of Contents. An explanation for each claim of confidentiality shall be included. The entire Technical Proposal cannot be given a blanket confidentiality designation.
  - d. Executive Summary:
    - (1) The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.”
    - (2) In accordance with Section II of this RFP., the executive summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably

susceptible of being selected for award. If an Offeror takes no exception to the AOCs terms and conditions, the executive summary shall so state.

- (3) 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.

e. Offeror's Technical Response to RFP Requirements & Proposed Work Plan:

- (1) Offerors shall address each RFP requirement (Section III) in the Technical Proposal and describe how its proposed services will meet or exceed those requirements, including how any proposed subcontractor(s) will meet or exceed requirements. 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.

- i Offeror shall provide evidence that their firm is a ServiceNow Elite or Global Elite Partner.
- ii Offeror shall provide evidence that their firm is a ServiceNow Public Sector Partner.

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:

- (1) Describe in detail how the experience and qualifications of the Offeror's resource pool relates to the specific responsibilities in this RFP. Including any staff proposed by subcontractor(s), as detailed in the work plan.
- (2) Provide a comprehensive list of the available resource pool including the following:
  - i Resource Name
  - ii Labor Category
  - iii Experience Level
  - iv Not less than two (2) projects the resource has completed within the past five (5) years.
  - v ServiceNow Certifications (e.g., ServiceNow Applications Developer, ServiceNow Implementation Specialist, Certified ServiceNow Systems Administrator)

g. Offeror Experience and Capabilities: Offeror shall include information on prior experience with similar engagements (i.e., size and scope), and describe how its organization will meet the requirements of this RFP. In addition, the Offeror shall include the following:

- (1) Bidder/Offeror Profile (Attachment I) included with this RFP.
- (2) 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. Complete the Bidder/Offeror Experience Form (Attachment J), duplicating as necessary.

h. Attachment H – Addenda Acknowledgement Form (as applicable)

i. Insurance:



- (1) Offeror shall provide a copy of its current Certificate of Insurance (COI) showing the types and limits of insurance in effect as of the proposal submission date. The COI provided with proposal submission does not need to meet the insurance requirements listed in Section II.
  - (2) The Successful Offeror will be required to provide a COI meeting the insurance requirements of this RFP.
- j. Subcontractors:
- (1) Offeror shall complete a Bidder/Offeror Profile (Attachment I) included with this RFP 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.
  - (2) 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.
- k. Bid/Proposal Affidavit: Offeror shall submit a completed Bid/Proposal Affidavit (Attachment B) and enclose with the Technical Proposal.

**D. VOLUME II – FINANCIAL PROPOSAL**

1. Offeror's Financial Proposal must contain all price information in the format specified in the Bid/Price Proposal Form (Attachment E). Do not amend or alter any items on the 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 awarded.
  - a. Offeror shall propose fully loaded fixed prices (i.e., prices shall not be a range) that include all direct and indirect costs and profit for the Offeror resources 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.
    - (1) The estimated hours and labor categories for lines 1-9 on the Attachment E are solely to facilitate a price comparison. Actual labor categories and hours will vary by task order, and will utilize labor categories and rates from the entirety of Attachment E.
    - (2) The AOC anticipates only using remote rates but is requesting fully loaded onsite rates in the event the need arises.
  - b. Offerors shall propose all anticipated labor categories that may be used to fulfil the requirements of this RFP on the rate card for each contract year (Lines 13-25 and Lines 29-41). Examples of labor categories include:
    - (1) Solution architect;
    - (2) Senior consultant;
    - (3) Junior consultant;
    - (4) Technical consultant;
    - (5) Account manager; and,
    - (6) Any other job categories as needed related to the Service Now Modules described in this RFP.
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.
3. The Offeror will not be reimbursed for any travel expenses including but not limited to transportation, meals, and hotel accommodations, except as approved in advance by the Contract Manager.



**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. Extent to which the Offeror's personnel experience, qualifications, and depth of availability demonstrate their ability to provide the requested services outline in Section III;
2. Extent to which the Offeror's experience and references demonstrate their ability to provide the requested services outlined in Section III; and,
3. Extent to which the Offeror's technical response meets the overall requirements of the RFP.

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" 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 Attachment E – Price Proposal Form.

### 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.
  - 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. 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.**