



Administrative Office of the Courts

Request for Proposals RFP 10-01

AOC
Marketing and Communication Toolkit

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Request for Proposals Information

Project Title: Marketing and Communication Toolkit

Procurement Website: <http://www.courts.wa.gov/procure/>

Estimated Contract Period: 8/27/2009
through 10/16/2009 Amendments
extending the period of performance, if any,
shall be at the sole discretion of the AOC.

Proposal Due Date: All Proposals, whether mailed or hand-delivered, must arrive by the date/time listed in the RFP Schedule below. Faxed bids WILL NOT be accepted.

RFP Coordinator: John E. Bell, Contracts Manager
Administrative Office of the Courts
1206 Quince Street SE
P.O. Box 41170
Olympia, WA 98504-1170
Phone: (360) 704-4029
E-Mail: John.Bell@courts.wa.gov

Submit Proposal To: RFP Coordinator

RFP Schedule

RFP Released.....	8/3/2009
Last date for questions regarding RFP.....	8/5/2009
Proposals due 5:00 PM Pacific Daylight Time.....	8/17/2009
Successful Vendors announced.....	8/21/2009
Vendors Onsite.....	8/27/2009
Expected Contract end date.....	10/16/2009

Executive Summary

The Administrative Office of the Courts (AOC), Information Services Division (ISD) provides an extensive technology suite of products and services for the Washington State Judiciary (Customers), state agencies (Partners), and the Public. Targeted communication and marketing is needed to present a clear understanding of the complex business demands of our customers, partners, and public requiring the continued support and enhancement of the current ISD technology suite. This communication is necessary so that the Washington State Legislature and Customers have relevant and timely information to guide and direct informed decisions for future Information Technology (IT) investment.

Public relations experts state that detailed communication assessments and analysis is a key ingredient to the success of customer satisfaction and decision making. This is especially true in the arena of Information Technology. Customer organizations can often experience a disconnect with their IT service providers, including the consumers of ISD products and services. The ISD must provide cutting edge technology information in a format that is understandable and readable for those outside the information technology field.

The ISD needs to engage the services of a multi-media communications CONTRACTOR who understands information technology, technology service organizations and communication needs of organizations outside of IT such as the Washington State Legislature and Judiciary to build awareness and enhance credibility for executive decision makers.

Targeted communication will allow the ISD to achieve long term transparency and address specific knowledge transfer to all its stakeholders. The communication material and products developed for ISD will include information that:

- Educates stakeholders on services provided by ISD
- Shows the value of ISD basic and extended services
- Informs how technology products and services touch Washington State constituents
- Enhances ISD credibility by showing future directions and past successes
- Informs Legislators, Executive sponsors and the public on how tax dollars and other revenues are supporting and developing essential and critical systems for effective government

The CONTRACTOR will deliver a marketing communication “toolkit” that will effectively capture ISD information in a format that can be easily understood and distributed to various audiences across the Washington State Judiciary and the Legislature.

Background

A. Washington Courts Profile

The Washington Courts operate in a decentralized, non-unified court environment. While all of the courts operate within the same statutory framework and under the same general court rules, there are degrees of variation in the level and types of services, administrative procedures and practices, and the division of labor and responsibilities among local justice system agencies.

For more information on the Washington Courts, go to www.courts.wa.gov.

B. AOC Profile

The Administrative Office of the Courts (AOC) is a department of the Washington State Supreme Court. Established by state statute in 1957, the mission of the AOC is to advance the efficient and effective operation of the Washington State judicial system.

The AOC carries out its mission through formulation of policy and legislative initiatives, court technology development, educational programs, and program support for 428 Washington judges and their staff. The AOC draws its employees from a wide range of professions including legal, information technology, research, education, and judicial administration.

The Administrative Office of the Courts (AOC) through its Information Services Division (ISD) provides a range of technology products and services that support the automation needs of its customers (Courts, Justice Partners, and Internal AOC Stakeholders). The courts are provided network access, computer equipment and maintenance, custom application development and support, hands-on training, and full-time customer service.

The ISD currently supports:

- 16,000+ Court Customers
- 8,000+ Third Parties (public/other agencies)
- Three AOC Business Divisions
- An average 1,200 service requests each month
- Ongoing support for 8 Judicial Information System Applications
- Ongoing support for 50+ other systems

C. JIS Profile

The Judicial Information System (JIS) is the primary information system for courts in Washington State. It provides case management automation to appellate, superior, limited jurisdiction and juvenile courts. Its two-fold purpose is: (1) to automate and support the daily operations of the courts, and (2) to maintain a statewide network

connecting the courts and partner criminal justice agencies to the JIS database. The JIS serves as a statewide clearinghouse for criminal history information, domestic violence protection orders and outstanding warrants. The benefits of this approach are the reduction of the overall cost of automation and access to accurate statewide history information for criminal, domestic violence, and protection order history.

The principal JIS clients are judicial officers, court managers, and other court staff. The JIS also provides essential information to the Washington State Patrol, Department of Corrections, Office of the Secretary of State, Sentencing Guidelines Commission, Department of Licensing, local law enforcement agencies, and prosecutors. Other users include public defenders, the media, law firms, and the public.

The Judicial Information System Committee (JISC) governs the JIS. The JISC is established in the state court Judicial Information System Committee Rules (JISCR) and operates under those rules and [chapter 2.68 RCW](#). The JISC sets policy for the Judicial Information System and approves projects and priorities for court focused initiatives that the ISD supports. The JISC membership is comprised of representatives from around the state.

For more information on the JISC, go to:

<http://www.courts.wa.gov/jis/?fa=jis.display&theFile=jisGovernance>

Minimum Qualifications

To be eligible for an award, Vendor's must first meet the minimum qualifications listed below. Proposals from Vendors that do not meet the minimum qualifications will be considered non-responsive and will be eliminated from further review.

1. A defined Methodology and Approach strategy to providing the services requested.
2. Have three (3) or more years experience in delivering similar services for private and/or public sector organizations.
3. Proven ability to provide expert level consulting and guidance to deliver requested services.
4. Demonstrate the capacity to provide full time on-site staff for planning and interview services for the full life of the project.
5. Evidence of financial stability. Evidence must be provided at the time of submittal.
6. Qualifications of the employees, subcontractors, and other resource(s) that will be made available to deliver the services requested.
7. Names, addresses, and telephone numbers of three (3) non-vendor owned business references.
8. Be compliant with the Washington statutes regarding contracting with current or former state employees pursuant to Chapter 42.52 of the Revised Code of Washington (RCW).

Project Scope

During *the engagement period of this Contract*, CONTRACTOR will work with the ISD's project team following a phased approach to address the scope of this procurement.

The process involves the following tasks:

1. Phase 1 – Planning

CONTRACTOR will focus on confirming the deliverables and resources for both AOC and CONTRACTOR that will be required to optimally accomplish the project objectives.

The CONTRACTOR will employ the following methodology for this engagement:

- **Project Planning** — the project plan outlines the activities required to produce the deliverables, and ensures these activities are clearly defined, accurately estimated, and managed at an appropriate level of detail. The project plan will be updated throughout the project, as new information becomes known.
- **Progress Reporting** — to ensure consistent understanding of the status of the project, weekly progress reports will be prepared and distributed to the ISD. The weekly progress reports will include descriptions of activities completed during the previous period, activities anticipated for the following period, and issues, risks and problems requiring resolution or mitigation.
- **Progress Monitoring** — in addition to progress reporting, meetings will be conducted with the Project Team on a regular basis to report on and monitor project progress.
- **Project Change Control** — to ensure timely and effective delivery of the project, scope will be tightly managed. Project change control procedures will be reviewed with the team at the beginning of the project, to ensure they are clearly understood and followed.
- **Quality Assurance Reviews** — an assigned reviewer will assess all deliverables. This practice ensures all items delivered by the team are clear, concise, and of the highest possible quality.

Project Meetings and Progress Reporting

Project Team Meeting — this meeting is attended by all members of the Project Team to discuss current activities, progress, any issues arising, as well as how the issues will be solved.

Change Control

A change refers to any modification to the scope or approach for the project that deviates from the baseline project plan. Change control also refers to a series of procedures and standards by which all such changes are measured and approved. All potential changes are compared against the project baseline in terms of deliverables, schedule, cost, and resources. Change requests can be raised by any member of the project team.

The subsequent steps will be followed with any changes to the project baseline system:

- The change control process begins with a team member identifying a change or an issue that may impact cost, schedule, or resources.
- The person requesting the change will complete the change request form and forward it to the CONTRACTOR Project Manager to determine the impact on cost, resources, schedule, and quality.
- The CONTRACTOR Project Manager will determine priorities in consultation with the designated ISD Project Manager and, based on the impact the change will have on the cost, schedule and/or resources, will make recommendations to the ISD Project Sponsor.
- The CONTRACTOR Project Manager will take the following steps based on the Project Sponsor:
 - Approved changes will be entered into the change control log and assigned to the appropriate project team member for further action; the change control log will be maintained throughout the cycle of the change.
 - Deferred changes will be placed on “hold” status in the change control log; they will be periodically reviewed to determine if sufficient time, resources, and budget are available to address the change.
 - Rejected change requests will be placed on closed status in the change control log, along with an explanation for the rejection.

Quality Management

The project plan identifies milestones during the project that result in the completion of some form of output or deliverable. No milestone will be considered complete until a review has been completed of the indicated artifacts, the work preceding the milestone completed and deliverables accepted.

The CONTRACTOR Project Manager is responsible for identifying the milestone review points and for organizing the reviews in consultation with the ISD Project Manager. Milestones and deliverables will be reviewed and approved. The CONTRACTOR Project Manager in consultation with the ISD Project Manager will ensure deliverable approval occurs.

Issue Resolution Procedures

An issue refers to any matter that may impede project progress, and about which no agreement has been reached. The CONTRACTOR Project Manager is expected to raise and resolve project issues and maintain a central project

issue log. The CONTRACTOR Project Manager will own the central issue log and will assign responsibility for the resolution of project issues and report progress to ISD Project Manager and /or steering committee. Most project issues are expected to be resolved within the overall Project Team. Issues that require resolution external to the project will need to be assigned to the appropriate external resource and monitored by the CONTRACTOR Project Manager or ISD Project Manager.

Decisions within the scope of the Project will be made by the Project Management Team.

Deliverable Acceptance

Deliverable management and acceptance is part of the overall Scope and Quality Management Plans. Each deliverable will be clearly defined as part of the project scope development process. In addition, deliverable acceptance criteria, deliverable acceptance process, and stakeholders involved in this process will be defined for each deliverable.

Deliverable acceptance will be tied to milestones, and there will be defined mid-point checkpoints for deliverables to ensure alignment with requirements and expectations. Deliverable acceptance criteria must ensure that the deliverables meet the needs and requirements as defined.

Any change to the deliverables, including time frame and schedule, to the deliverable acceptance criteria and process will be managed by scope and change control processes.

Communications Strategy

Effective communication is a critical success factor for the project and will be managed as such. Recipients of project communication include the internal and external project stakeholders and the Project Team.

Mechanisms employed to conduct effective communication will include teleconferencing, Internet/Intranet, documentation, e-mail, client local LAN e-mail, CONTRACTOR Systems local LAN e-mail, fax, and regular telephone calls.

Communication will include memos, presentations, workshops, interviews, meetings, and other communication techniques tailored to the project and the stakeholders' needs. Project Team meetings and steering committee meetings will be planned, as required, to facilitate progress and status updates.

Project updates will be provided to internal project stakeholders, as well as to the relevant external stakeholders when appropriate. A detailed communication plan will be part of the overall project plan, and will define type and format of messages, as well as recipients, methods, and frequency of communications.

Project Initiation

- Initiation Planning
 - Confirm goals, objectives, scope and processes

- Develop work plan and schedule
 - Project Schedule:
 - Work Breakdown Structure
 - Resourcing, Dependencies
 - Activity Estimates, Dependencies
 - Phase and Deliverable Milestones Review and revised proposed project plan, deliverables, milestones, staffing and expectations

- Meet with key ISD contact(s) Kickoff:
 - Confirm project parameters
 - Receive background information, high-level goals, and other guidance
 - Discuss challenges of delivering messages to key groups
 - Explore logistics of setting up key stakeholder strategy sessions

Activity: 1.1 Planning -Project Initiation

Description:

- Initiate project and prepare initial project documents
- Finalize outstanding contractual issues
- Confirm resources and deliverables

Outputs:

- Goals, Objectives, Scope
- Structure, Roles, Responsibilities
- Stakeholders, Communications
- Project Management and Reporting
- Scope, Change, Issue Management
- Success Criteria, Assumptions

Activity: 1.2 Work Plan and Schedule

Description:

- Review and revise proposed project plan, deliverables, milestones, staffing and expectations
- Identify roles and staffing
- Document scheduling constraints
- Review deliverables approval steps
- Review and revise tasks and activities
- Review and revise estimates and schedule

Outputs:

- Project Schedule:
- Work Breakdown Structure
- Resourcing, Dependencies
- Activity Estimates, Dependencies
- Phase and Deliverable Milestones

Activity: 1.3 Project Kickoff

Description:

- Prepare for initial project meeting and kick off presentation
- Identify participants and schedule meeting
- Prepare and review kick off deck
- Update and finalize handout material

Outputs:

- Project Kick Off Meeting:
 - Handout Material
 - Kick Off Presentation
-

2. Phase 2 – Discovery & Analysis

This phase will develop strategies, plans, and specific recommendations the ISD communication and marketing strategy. These plans will define short and long-term actions to enhance the products and services delivered by the CONTRACTOR. The plans will also define the activities required to formulate interviews, review of current communication documentation and its integration, target delivery messages and copywriting.

During this phase, the CONTRACTOR will hold strategy sessions with ISD key stakeholders in Olympia to build consensus around the specific information needs of targeted groups and to understand the services, customers and processes of ISD they receive. The Consultant will present a summary and analysis of the session outputs that includes high-level recommendations for optimum communication. The Consultant will then develop messaging frameworks for each external audience identified during the interview sessions.

Process: The CONTRACTOR and Lead Project Manager will work directly with the key contact in ISD to formulate the best process for interviewing key stakeholder groups during the discovery and analysis phase.

The team will be tasked with the following:

Key Stakeholder Interviews

- Develop plan and timeline – review with ISD key contact
 - Develop interview questions
 - Discuss challenges of delivering messages to key groups
 - Explore logistics of setting up key stakeholder strategy sessions
 - Conduct key stakeholder interviews
 - Report findings to ISD key contact and key stakeholders
 - Analyze appropriate marketing approach
 - Develop messaging framework for each audience identified for messaging
 - Develop matrix on best message and communication collateral for stakeholders
 - Analyze past AOC communication material

Constituent Messaging Frameworks

- Collaborate with Copy Writer key contact and key stakeholders on each framework of messaging and communication in these stages:
 - Outline
 - First Draft
 - Second
 - Final Draft

Activity: 2.1 Communication Strategy

Description:

- Develop interview questions
- Meet with Key ISD Contacts
- Capture background documentation
- Explore challenges and delivery messages
- Begin interview logistics

Outputs:

- Confirm parameters
- Review and Analyze background documentation
- Logistics arranged
- Summary of interviews

Activity: 2.2 Key Stakeholder Interviews

Description:

- Identify Key roles for interviewing
- Develop key questions for interviews
- Conduct Interviews
- Develop messaging framework

Outputs:

- Interview matrix established
- Analyze and Report on interviews
- Matrix developed with audience, message and best fit material

Activity: 2.3 External Constituent Messaging Frameworks

Description:

- Prepare outline and tone for messaging with copywriter
- Multiple Reviews of outline and message matrix
- Update and refine

Outputs:

- Message and tone outlined in matrixes to audience
- Draft messages 1
- Draft messages 2
- Final Draft of messages to audience

3. Phase 3 – Design

Once the overall discovery and analysis is complete, the ISD will be equipped with a comprehensive messaging and audience-based communication strategy that will allow the CONTRACTOR to proceed with the tactical collateral writing and design deliverables. The exact amount, format, and word count of print collateral materials will be identified after the discovery and analysis phase.

After the discovery and analysis phase the CONTRACTOR will:

- 1) Identify print deliverables
- 2) Develop copywriting for each component of the toolkit
- 3) Review and iterate copy
- 4) Design overall look and feel of collateral toolkit
- 5) Design and layout content for each component of toolkit (branding)
- 6) Review and iterate designs

At this time it is anticipated that this collection of material will provide a toolkit which will include:

- Fact Sheet(s) This estimate includes up to 5 individual fact sheets
- Tri-fold brochure
- Folder packet with variable 1-page inserts for various audiences (this estimate includes up to 5 individual inserts)

AOC ISD will assume ownership of design, copywriting, and native files for possible updates or additional printing.

Activity: 3.1 Design

Description:

- Develop design concepts (min. 3)
- Image Creation
- Design consistency
- Identify Print Deliverables
- Develop Copywriting for each component
- Develop layout
- Proof

Outputs:

- Design Comps – up to 3 revisions
- Brand
- Common look and feel throughout materials
- Quantity and collateral type
- Target Messages
- 3 Iterations of components

4. Phase 4 – Print (OFFSET)

The CONTRACTOR will proceed to the offset printing phase of the collateral writing and design deliverables. Offset Print process will require monitoring by the CONSULTANT for Quality Assurance, schedule and delivery.

Estimated deliverables will include:

- Deliver completed layouts for print
- Monitor printing for Quality Control (press checks)
- Color Match
- Check photos, screening, and registration
- Check finishing (fold, trim)
- Work with printer on schedules and delivery

Activity: 4.1 Print

Description:

- Determine printing parameters
- Determine Quantities
- Work with printer to Shepherd print jobs and to meet the deadline for AOC
- Quality Control
- Press checks
- Finishing
- Schedules & delivery
- Color Match

Outputs:

- Tri-fold, fact sheet, folder
- Based on costing
- Timely completion of the project
- Quality collateral
- Delivery

RISKS AND ASSUMPTIONS

Role	Time Commitment	Responsibilities
All (CONTRACTOR/AOC)	<ul style="list-style-type: none"> • Varies 	<ul style="list-style-type: none"> • Following all project standards. • Participating in all checkpoints. • Completing assigned tasks on time. • Raising issues immediately to AOC and CONTRACTOR Project Management Staff.

Role	Time Commitment	Responsibilities
ISD Management (AOC)	<ul style="list-style-type: none"> • Varies • Attends key checkpoints and status meetings 	<ul style="list-style-type: none"> • Represents engagement to stakeholders, as appropriate. • Promotes and champions engagement to external agencies and third parties of interest. • Provides ongoing support for resolution of impediments or blocking issues.
ISD Standards & Policy (AOC)	<ul style="list-style-type: none"> • Varies • Attends key sessions, all checkpoints, and all status meetings 	<ul style="list-style-type: none"> • Provides review, assessment, and feedback of artifacts <For acceptance>. • Provides information on organization. • Provides input on current standards and practices. • Represents ISD interests in communication and marketing tools
Project Manager (AOC)	<ul style="list-style-type: none"> • Full Time • Attends key sessions, all checkpoints, and all status meetings 	<ul style="list-style-type: none"> • Provides overall leadership oversight to engagement. • Responsible for CONTRACTOR management and oversight. • Documents changes to scope, risks, assumptions. • Manages personnel and related issues and coordinates issues with CONTRACTOR and any interested third-parties. • Defines scope. • Approves work plans. • Reviews and approves milestone deliverables. • Ensures that work plans and activities are coordinated within the programs and that dependencies are identified, communicated to involved parties, and efficiently managed. • Manages all AOC tasks and works with CONTRACTOR to review weekly updates. • Ensures all AOC staff work required by the CONTRACTOR is assigned to competent staff and completed on time. • Manages budgets. • Procures/creates/manages contracts; recommends policy directives to senior management. • Communicates with stakeholders.

Role	Time Commitment	Responsibilities
Project Lead (CONTRACTOR)	<ul style="list-style-type: none"> • Full/Part Time • Attends key sessions, all checkpoints, and all status meetings 	<ul style="list-style-type: none"> • Prepares project plan/work plans that identify work activities for both CONTRACTOR and AOC staff. • Coordinates with AOC PM on client staff work activities as necessary. • Daily coordination of CONTRACTOR team staffing and resources. • Directs and manages workload of CONTRACTOR staff. • Documents and manages impediments and blocking issues to closure and resolution. • Timely coordination of deliverables with AOC management. • Makes decisions to keep the CONTRACTOR work on budget and on time. • Works with AOC to define and enforce project standards and scope management. • Timely coordination of issue management and resolution process with AOC and CONTRACTOR. • Develops project deliverables.
Functional Domain (Experts) Team Members AOC	<ul style="list-style-type: none"> • Varies • Attend key sessions, all checkpoints, and all status meetings 	<ul style="list-style-type: none"> • Clarifying business requirements. • Performing assessments and reviews. • Creating project level documentation as needed. • Facilitating interactions with internal and/or external parties of interest. • Representing all ISD business and technical viewpoints. • Participating in as-needed communication, work sessions, and reviews for input/feedback.
Technical Domain Experts (CONTRACTOR)	<ul style="list-style-type: none"> • Full Time • Attend key sessions with AOC as needed 	<ul style="list-style-type: none"> • Understand AOC requirements. • Create the CONTRACTOR deliverables as stated in the contract.

Project Milestones

Deliverable/Artifact	Comments / Purpose
Deliverable #1 – Project Planning	
Project Planning	Sets goals, expectations, scope, approach, and project management protocols for the engagement.
Deliverable #2 – Discovery and Analysis	
Discovery, Strategy and Analysis	Overview of the approach to conducting research and interviews. Target interview candidates and define

Deliverable/Artifact	Comments / Purpose
	questions. Contact Key Stakeholders review ISD Collateral.
Evaluation and Recommendations	A written plan that sets out the approach to messaging, audience types, major pain points, information interest. Begin outline for targeted messages and SWOT Begin Marketing & Communication report
Deliverable #3 – Design and Print	
Design	Brand, develop layout, and propagate fact sheets. Identify print deliverables. Develop copywriting for each component for toolkit Review and iterate copy Design overall look and feel (one voice) Design layout – Review and iterate designs
Print	Monitor Offset Print process and monitor timeline and quality assurance and delivery.

Planning

- CONTRACTOR and ISD will collaborate to develop a mutually agreeable timeline and work plan
- A final version of each deliverable will be produced for review, approval and signature.
- ISD resources will be available to participate in the planning sessions.
- ISD resources will be available to participate in the kick-off meeting.
- CONTRACTOR will not replace or change identified staffing for this engagement without express communication and approval by AOC.
- CONTRACTOR will be prepared to report out on status and develop and present Executive level briefings through entire lifecycle of engagement.
- The CONTRACTOR will report on any planning risks and the mitigation strategy for those risks.

Discovery and Analysis

- CONTRACTOR will manage and direct discovery and analysis activities.
- Information will be drawn from interview research and CONTRACTOR reading of AOC materials.
- Meetings and interviews with ISD staff to establish information and to assess the current needs will be conducted on approved basis.
- Review drafts of each deliverable will be produced for review and feedback.
- A Comprehensive list of targeted stakeholders and strategies
- Targeted messages to audience type-messaging framework
- Conclusions and recommendations document with executive summary The CONTRACTOR will report on any schedule risks and the mitigation strategy for those risks.

Design

- Each deliverable will be produced for review and feedback.
- Copywriting will target message to audience
- Copywriting will be strategically placed in collateral layouts
- CONTRACTOR will provide layout for printing and manage quality assurance and delivery

Print (OFFSET)

- CONTRACTOR will provide quality control, scheduling, delivery and multiple press checks on final collateral. Final collateral will be delivered to ISD.

AOC ISD will assume ownership of design, copywriting, and native files for possible updates or additional printing.

Deliverables

1. Deliverable #1 – Work Plan and Schedule

The CONTRACTOR will provide a Project Plan, description of the project management team, tools, procedures, and controls that are being proposed.

The CONTRACTOR must include a detailed work plan outlining all activities associated with this engagement from inception to conclusion. As part of delivering the work plan, there should also be a proposed schedule for design, analysis and printing of media collateral

Expected work products/activities include but are not limited to:

- **PM Procedures**

- **Status and issue reporting approach**

Communication of the project's status is important to effectively managing delivery to the documented scope and schedule. CONTRACTOR and ISD project team members with responsibility for

- reviewing or producing a project deliverable will participate in formal status meetings.
 - Protocol and templates weekly status updates (Against schedule and milestone deliverables).
 - Protocol and templates for AOC Executive briefings.
- **Issues management and escalation**

CONTRACTOR will monitor and track relevant issues in an Issue log. All team members will be responsible for proactive identification, documentation and resolution of issues. Open issues will be reviewed during project status meetings and escalated if needed to the appropriate resources.

 - Protocol and templates for issues tracking, escalation, and resolution.
- **Scope change management**

The main tools used to manage scope are the project plan, and the change request log. The project plan specifies the original agreement between the project team and ISD management. Change requests are created to document any subsequent change to this baseline scope and are tracked using the change request log.

 - Protocol and templates for documenting and tracking scope changes throughout lifecycle of engagement.
- **Project risk management**

Project risks will be monitored continuously and reviewed periodically during project status meetings. Mitigation plans will be activated if residual project risks exceed agreed upon thresholds.

 - Protocol and templates for documenting and tracking risk throughout lifecycle of engagement.
- **Quality assurance**

Quality reviews will be conducted throughout the duration of the project. Internal team reviews of work products will serve as the primary quality assurance vehicle.
- **Project Plan**
 - Captures the various planning components of the project while minimizing any redundancy with standalone documents. Project plan includes the following:
 - Identifies business drivers and justification
 - Organizing the work
 - Risk management
 - Managing timelines
 - Resource allocation
 - Quality assurance
 - Issue resolution procedures
 - Deliverable acceptance

- Work Plan
 - Will include a detail schedule that discretely addresses:
 - Identifies business drivers and justification
 - Effort (Work Hours)
 - Duration
 - Dates
 - Dependencies
 - Resources
 - Key milestones
 - Addresses the development of the key deliverables including the discovery and analysis, design and printing.

2. Deliverable #2 – Discovery and Analysis

The CONTRACTOR will develop, in conjunction with the ISD, a detailed questionnaire to illicit communication information out of key stakeholders. A detailed audience analysis will include a Strengths, Weaknesses, Opportunity and Threat (SWOT) matrix, interests and best communication avenue. At a minimum the interviews and analysis will provide:

- Services that ISD Provides
- Who uses those services and how it helps them
- Where these services are located (other agencies, court of appeals, state wide)
- How much money is invested into the ISD and its return rate on that investment
- Other Partnerships

The CONTRACTOR will review various communication materials from previous communication efforts to learn more about the business and history of the ISD.

The CONTRACTOR will develop strategies, plans, and specific recommendations for ISD communication and marketing strategy. These plans will define short and long-term actions to enhance the products and services delivered by the CONTRACTOR. The plans will also define the activities required to formulate interviews, review of current communication documentation and its integration, target delivery messages and copywriting.

The CONTRACTOR will hold strategy sessions with AOC key stakeholders in Olympia to build consensus around the specific information needs of various groups and to understand the services, customers and processes of ISD.

The CONTRACTOR will present a summary and analysis of the session outputs that include high-level recommendations of audience type and target messages. The CONTRACTOR will develop messaging frameworks for each audience type identified during the interview sessions.

Process: The CONTRACTOR and Lead Project Manager will work directly with the key contact in ISD to formulate the best process for interviewing key stakeholder groups during the discovery and analysis phase.

The team will be tasked with the following:

Communication Strategy

- Meet with key ISD contact(s) in order to:
 - Confirm project parameters
 - Receive background information, high-level goals, and other guidance
 - Discuss challenges of delivering messages to key groups
 - Explore logistics of setting up key stakeholder strategy sessions

Key Stakeholder Interviews

- Develop plan and timeline – review with ISD key contact
 - Establish interview questions
 - Conduct key stakeholder interviews
 - Report findings to ISD key contact and key stakeholders
 - Analyze best marketing approach
 - Develop messaging framework for each audience type identified for messaging
 - Develop SWOT matrix
 - Develop best message and communication collateral for stakeholders

Constituent Messaging Frameworks

- Collaborate with Copy Writer key contact and key stakeholders on each framework in these stages:
 - Outline
 - First Draft
 - Second Draft
 - Final Draft

Summary/Analysis of Key Stakeholder Interviews

- Marketing Consultant's report will include:
 - Executive Summary
 - Recap of findings from each key stakeholder strategy interview
 - Comprehensive list of multiple constituent target audiences
 - SWOT Analysis
 - Marketing Consultant will write a messaging framework for each of the target constituent audiences identified by key stakeholders. Estimate includes up to 5 messaging framework documents.
 - For each audience, a summary of:
 - Constituent needs, which is a brief statement (one to two sentences) outlining the principal "pain points"

- Washington Courts ISD solution, which identifies information that will meet the audience's specific needs and explains when, where, and how the information can be obtained
- Consultant's high-level conclusions & recommendations

3. Deliverable #3 – Design

The CONTRACTOR will proceed to the tactical collateral writing and design deliverables.

Design details will require monitoring and become more concrete after the discovery and analysis phase. Estimated deliverables will include messaging, branding and design for:

- Fact Sheets (5 targets)
- Copywriting for each component of the toolkit
- Review and Iterate copy
- Branding of ISD – Comprehensive look and feel
- Design and layout content for each component
- Review and iterate designs
- Proofreading

4. Deliverable #4 –Print

The CONTRACTOR will proceed to the printing phase of the collateral writing and design deliverables. Print process will require monitoring by the CONSULTANT for Quality Assurance, schedule and delivery.

Estimated deliverables will include:

- Deliver complete layouts for print
- Monitor printing for Quality Control (press checks)
- Color Match
- Check photos, screening, and registration
- Check finishing (fold, trim)
- Work with printer on schedules and delivery
- Assure delivery to ISD

Deliverable Acceptance Criteria

- Criteria #1: For Deliverable #1 Specified documentation and activities in support of all deliverables are delivered, including proposed schedule and work breakdown structure.
- Criteria #2: For Deliverable #1, Final overall approach, work plan, fully developed schedule and documents have been reviewed, assessed, and approved by ISD Project Manager, PMO, and AOC Senior Management.
- Criteria #3: For Deliverable #2, Discovery and Analysis incorporates interviews, SWOT analysis, documentation of interview sessions, summary of audience types, summary of messages, high level report on findings and has been

documented, and validated by the ISD Project Manager. Findings and Recommendations developed, delivered, and presented as outlined by finalized statement of work and are reviewed, approved and accepted by ISD Project Manager, PMO, and AOC Senior Management.

- Criteria #4: For Deliverable #3, Layout, brand, and design along with copy written messages for each communication piece has been iteratively reviewed and proofed, and are approved and accepted by ISD Project Manager, PMO, and AOC Senior Management.
- Criteria # 5: For Deliverable #4, The CONTRACTOR will monitor printing of all deliverables. The print process (OFFSET) will satisfy quality requirements of original collateral specification to include:
 - Deliver layouts for print
 - Monitor printing for Quality Control (press checks)
 - Color Match
 - Check photos, screening, and registration
 - Check finishing (fold, trim)
 - Work with printer on schedules and delivery
 - Assure delivery to ISD

Period of Performance

The period of performance for this engagement shall begin on 08/27/2009 and shall end on 10/16/2009.

Cost Proposal

Vendors are required to submit a cost proposal, under separate cover, based on the instructions, requirements, and worksheets discussed in the following sections:

A. Pricing Instructions

The Vendor must submit information detailing the proposed pricing of the Professional Services. The AOC reserves the right to review all aspects of the cost proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from the Vendor's proposal, industry norms, or in areas where detailed pricing is required.

The AOC reserves the right to offer finalists a chance to submit a best and final offer. Vendors may be asked to propose additional discounts, benefits, cost reductions, or savings that were not previously presented in the Vendor's response. Selected Vendors are not required to submit a best and final offer and may submit a written response notifying the AOC that their response remains as originally submitted.

The Vendor must submit the cost proposal in a separate section. Vendors may submit additional pricing information as an appendix to their cost proposal.

B. Cost Categories

The Vendor must provide pricing proposals using the cost categories outlined below. The Vendor must provide the necessary detail within each cost category as required to properly document their proposed price. The cost category details shall conform to the technical proposal, as to allow the evaluator a means of cross-walking pricing detail to the service or product being provided.

The Vendor must provide its cost proposal in the most discrete categories possible, in order to allow the AOC the ability to complete a comparative analysis of proposals, and to better enable the AOC to evaluate options for phasing in various components of the proposed solution. The AOC understands that Vendors may not be able to break out costs by individual requirements.

The cost elements are as follows:

1. Professional Services

- The Vendor must complete a pricing matrix for providing the Professional Services as described in Section V. Prices quoted must remain fixed for the duration of the contract executed as a result of this RFP. Cost proposals must itemize the basis for the pricing of services.
- The AOC intends to enter into a Deliverables-Based contract for the Professional Services described in this RFP. The Vendor must propose cost on a per deliverable basis.
- Deliverables must be tied to milestones as described in the Vendor's Proposed Project Plan.

2. Project Costs

Project costs must be categorized based on the milestones or tasks accomplished as presented in the Vendor's implementation plan.

Include pricing for printing within your proposal. At this time it is anticipated that this collection of material will provide a toolkit which will include:

- Fact Sheet(s) This estimate includes up to 5 individual fact sheets
- Tri-fold brochure = 8 ½ x 11 folded to 8 ½ x 3 2/3
 - OFFSET Printing
 - 100# folded
 - Quantity 1,000
- Folder packet with variable 1-page inserts for various audiences (this estimate includes up to 5 individual inserts)
 - Standard Folder (hold letter size or smaller documents)
 - 100# Matte Cover
 - 12pt C2S
 - Quantity 1,000

C. Proposed Price

Vendors should provide a pricing worksheet, which will include all travel, lodging and per diem expenses. If Vendor identifies additional cost categories, include those additional cost categories with the appropriate explanation.

D. Payment Schedule

The Vendor must propose a payment schedule. This payment schedule must be linked to milestone deliverables included in the proposed implementation plan. It is expected proposed payments will be commensurate with the products or services provided.

RFP Administration and Instructions to Vendors

A. RFP Coordinator

Upon release of this RFP, all Vendor communications concerning this acquisition must be directed to the RFP Coordinator listed on page 4 of this document. Unauthorized contact regarding this RFP with other AOC employees may result in disqualification. Contact is considered authorized only if the Vendor is referred to another AOC employee by the RFP Coordinator. **Any oral communications will be considered unofficial and non-binding on AOC.** Only written statements issued by the RFP Coordinator may be relied upon.

B. RFP Questions

Specific questions concerning the RFP must be submitted to the RFP Coordinator by e-mail no later than the listed date in the RFP Schedule. Questions will not be accepted beyond this date. Responses will be posted at <http://www.courts.wa.gov/procure/>. Oral responses given to any questions are to be considered preliminary and non-binding. Only written responses to questions will be considered official.

C. Proposal Response Date and Location

The Vendor's Proposal, in its entirety, must be received by the RFP Coordinator in Olympia, Washington, in accordance with the schedule contained on page 4 of this RFP. Vendors assume the risk of the method of dispatch chosen. Responses may be delivered by mail, courier, hand-delivery, or e-mail.

D. Proposal Format

Vendors must submit their Proposals electronically. Proposals must be reproducible upon receipt by AOC on standard 8-1/2 by 11 inch paper.

For hard copy proposals that are mailed or hand delivered, submit one binder with Vendor's name and, in addition, include one soft copy in Microsoft Word or Excel

2003 compatible file format, if appropriate, on a portable media or electronic readable media (Compact Disc [CD-ROM] or 3.5" diskette), with a label on the CD or diskette identifying your name and RFP #10-01.

E. Proposal Requirements and Content

- Submittal Letter
- Response to Deliverables
- Cost Proposal
- Pricing Matrix (offset, etc.)
 - References
 - Samples of work (recommended but not required)

F. Costs of Preparing Proposals

The AOC will not pay any Vendor costs associated with preparing Proposals submitted in response to this RFP.

G. Proposals Property of the AOC

All Proposals, accompanying documentation and other materials submitted in response to this RFP shall become the property of the AOC and will not be returned.

H. Acceptance of RFP Terms

A Proposal submitted in response to this RFP shall be considered a binding offer. Acknowledgement of this condition shall be indicated in a letter of submittal (see Appendix A). A Vendor must clearly identify and thoroughly explain any variations between its Proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

I. Contract

The AOC intends to enter into one master agreement for the services described in this RFP. For joint proposals, the AOC will contract with the Professional Services Provider, and the Professional Services Provider will enter into a subsequent agreement with the 3rd party service provider.

J. Insurance (A.K.A. Worker's Compensation)

The successful Vendor shall maintain in full force and effect, the insurance described in this section. The Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best Reports. In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Vendor shall provide written notice of such to the AOC within one (1) business day of Vendor's receipt of such notice. Failure to buy and maintain the

required insurance may, at the AOC's sole option, result in this contract's termination.

The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

i. Commercial General Liability

Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate.

ii. Business Automobile Liability

Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident.

iii. Employers Liability

Employers Liability Insurance covering the risks of Vendor's employees' bodily injury by accident or disease with limits of not less than \$1 million per employee for bodily injury by accident and \$1 million per employee for bodily injury by disease.

iv. Umbrella Policy

Umbrella Policy providing excess limits over the primary policies in an amount not less than \$3 million.

v. Professional Liability Errors and Omissions

Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000 and coverage of not less than \$1 million per occurrence/\$2 million general aggregate.

vi. Crime Coverage

Crime Coverage with a deductible not to exceed \$1 million, conditioned, and coverage of not less than \$5 million single limit per occurrence and \$10 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.

vii. Industrial Insurance Coverage

Prior to performing work under this contract, Vendor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. The AOC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Vendor, or any Subcontractor or employee of Vendor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

Note:

For Professional Liability Errors and Omissions coverage and Crime Coverage, Vendor shall: (i) continue such coverage for six (6) years beyond the expiration or termination of this contract, naming the AOC as an additional insured and providing the AOC with certificates of insurance on an annual basis; (ii) within thirty (30) days of execution of this contract provide for the AOC's benefit an irrevocable stand-by letter of credit, or other financial assurance acceptable to the AOC, in the amount of \$1 million, during the initial and any subsequent terms of this contract and for six (6) years beyond the expiration or termination of this contract to pay for any premiums to continue such claims-made policies, or available tails, whichever is appropriate, at the AOC's sole option, in the event the Vendor fails to do so. In addition, such irrevocable stand-by letter of credit shall provide for payment of any policy and the Crime Coverage under the same terms and conditions of such policy as though there were no deductible. "Irrevocable stand-by letter of credit," as used in this contract, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the AOC (the beneficiary) of a written demand therefore.

Vendor shall pay premiums on all insurance policies. Such insurance policies shall name the AOC as an additional insured on all general liability, automobile liability, and umbrella policies. Such policies shall reference the contract number as entered into between the Vendor and the AOC and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall be given to the AOC by the insurer.

All insurance provided by Vendor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state and shall include a severability of interest (cross-liability) provision.

Vendor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Vendor's liability or responsibility.

Vendor shall furnish to the AOC copies of certificates of all required insurance within thirty (30) calendar days of Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) calendar days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the AOC's sole option, result in this contract's termination.

By requiring insurance herein, the AOC does not represent that coverage and limits will be adequate to protect Vendor. Such coverage and limits shall not

limit Vendor's liability under the indemnities and reimbursements granted to the AOC in this contract.

K. Contract Amendment

Additional services that are appropriate and related to the scope of this RFP, as determined by the AOC, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

L. RFP Amendments

The AOC reserves the right, at any time before execution of a contract, to amend all or a portion of this RFP. Amendments will be posted on the AOC Procurement Website. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling.

M. Proprietary Information/Public Disclosure

Any information contained in the Proposal that is considered proprietary and exempt from disclosure under the Washington State Public Disclosure Act, [chapter 42.56 RCW](#), by the Vendor must be clearly designated. Each page must be identified by the word "confidential" printed in the lower right hand corner of the page and the particular exception from disclosure upon which the Vendor is making the claim shall be referenced below the word "confidential." **Marking of the entire Proposal as proprietary will be neither accepted nor honored.** If a request is made to view or obtain a copy of a Vendor's Proposal, the AOC will comply with applicable public disclosure requirements. If any information in the Proposal is marked as proprietary, the affected Vendor will be given an opportunity to seek an injunction or restraining order against the requested disclosure.

N. RFP Amendments/Cancellation/Reissue/Reopen

The AOC reserves the right to change the RFP Schedule or issue amendments to this RFP at any time. The AOC also reserves the right to cancel or reissue the RFP.

O. Minor Administrative Irregularities

The AOC reserves the right to waive minor administrative irregularities contained in any response.

P. No Obligation to Enter a Contract

The release of this RFP does not compel the AOC to enter into any contract.

The AOC reserves the right to refrain from contracting with any Vendor that has responded to this RFP, whether or not the Vendor's Proposal has been evaluated and whether or not the Vendor has been determined to be qualified. Exercise of this reserved right does not affect the AOC's right to contract with any other Vendor.

The AOC reserves the right to request an interview with any Vendor who is a prospective contractor prior to entering a contract with that Vendor. If a Vendor declines the request for an interview for any reason, the Vendor will be eliminated from further consideration.

Q. Multiple Contracts

The AOC reserves the right to enter contracts with more than one Vendor as a result of this RFP.

R. Advance Payment

The AOC will not make advanced payment for services being procured under this solicitation. Therefore, the Vendor should anticipate payment at the end rather than the beginning of the invoice period in which it submits any services for which payment is due. Invoices should be submitted no more often than monthly.

S. Submission of Proposals

Proposals must be prepared and submitted no later than the proposal submission date and time specified in the Procurement Schedule. The proposal is to be sent to the RFP Coordinator, either by e-mail, mail, or hand-delivery, at the address specified on Page 4 of this RFP.

The Vendor should allow sufficient time to ensure timely receipt by the RFP Coordinator. The Vendor assumes the risk for the method of delivery and for any delay in the mailing or delivery of the Vendor's proposal.

The AOC will disqualify any proposal and withdraw it from consideration if it is received after the proposal submission due date and time. All proposals and any accompanying documentation become the property of the AOC and will not be returned.

T. Non-responsive Proposals

All proposals will be reviewed by the RFP Coordinator to determine compliance with the administrative requirements and instructions specified in this RFP. The AOC may reject or withdraw a proposal at any time as non-responsive for any of the following reasons:

- Incomplete proposal.
- Submission of alternative proposals.
- Failure to meet the Minimum Qualifications as outlined in Section IV of this RFP.
- Submission of incorrect, misleading, or false information.

U. Joint Proposals

The AOC will enter into one master contract for the goods and services being procured under this RFP. If you submit a joint proposal, with one or more other Vendors, you must agree to designate the Professional Services Provider as the prime Vendor. The prime Vendor will be the AOC's sole point of contact, will sign the contract and any amendments, and will bear sole responsibility for performance under the contract.

V. Withdrawal of Proposals

After a Proposal has been submitted, Vendors may withdraw a proposal at any time up to the proposal submission date and time specified in the Procurement

Schedule. A written request signed by an authorized representative of the Vendor must be submitted to the RFP Coordinator. After withdrawing a previously submitted proposal, the Vendor may submit another proposal at any time up the proposal submission date and time.

W. RFP Evaluation

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this procurement and any amendments issued. The evaluation will be performed in the following phases:

1. Phase 1 – Qualification Review

Each Proposal will first be screened to determine if the Vendor meets the minimum qualifications and complied with the pertinent instructions found in the RFP document. If the Vendor's proposal is incomplete or the response is not organized as requested, the AOC may, at any time, consider your proposal non-responsive and withdraw it from consideration. Proposals that comply with the pertinent instructions and meet the minimum qualifications will move to Phase 2 in the evaluation process for assessment and scoring.

The RFP Coordinator or designee will review the following and then forward the proposal to the project manager and the evaluation team for review, evaluation, assessment and scoring:

- The Minimum Qualifications of the Vendor to provide the required services based on the Vendor's response to Section 4 of the RFP.
- Section 1 – Submittal Letter.
- Professional Services.
- Cost Proposal.
- Reference Checks.

2. Phase 2 – Assessment and Scoring

The following weighting will be assigned to the Proposal for evaluation purposes:

Professional Services	70%
Consists of evaluating the Vendor's overall proposal, personnel, company management, project management practices, references, and financial stability. Samples of work	
Cost Proposal for Phase 1	30%
References [top-scoring Proposal(s) only]	Pass/Fail

References will be contacted for the top-scoring Proposal(s) only and will then be scored on a pass/fail basis.

Your sub-total score for the written Proposal will be the average of the scores of the evaluators who review your written Proposal. Your final total Proposal score will be the average points awarded for your written Proposal, plus the response for references.

Samples of work is appreciated

X. Post Evaluation

1. Notification of Apparently Successful Vendor(s)

The Apparently Successful Vendor and the Apparently Unsuccessful Vendors will be notified via e-mail.

2. Debriefing of Unsuccessful Vendors

Vendors who submitted responses that were not selected will be given the opportunity for a debriefing conference. A request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the notification to Unsuccessful Vendors is e-mailed to Vendors. The debriefing must be held within five (5) business days of the request.

Discussion at the debriefing conference will be limited to the following:

1. Evaluation and scoring of your Proposal.
2. Critique of your Proposal based on evaluators' comments.
3. Review of your final score in comparison with other Vendors' final scores without identifying the Vendors.

3. Protest Procedures

In order to submit a protest under this RFP, a Vendor must have submitted a Proposal for this RFP, and have requested and participated in a debriefing conference. Vendors submitting a protest to this procurement shall follow the procedures described herein or their protest shall not be considered. This protest procedure constitutes the sole administrative remedy available to the Vendor under this procurement.

Grounds for Protest

A protest may be made based on these grounds only:

- Arithmetic errors were made by the AOC in computing the score.
- The AOC failed to follow the procedures established in this RFP document, or to follow applicable state or federal laws or regulations.
- Bias, discrimination, or conflict of interest on the part of the evaluator.

Only protests stipulating an issue of fact concerning a matter of bias, discrimination, a conflict of interest, or non-compliance with procedures described in the procurement document shall be considered. Protests not based on procedural matters will be rejected.

Protest Form and Content

A protest must state all the facts and arguments upon which the protest is based, and/or the ground for your protest. It must be in writing and signed by a person authorized to bind the Vendor to a contractual relationship. At a minimum, the protest must include:

- The name of the protesting Vendor, mailing address and phone number, and the name of the individual responsible for submission of the protest.

- The RFP number and name of the issuing agency.
- A detailed and complete statement of the specific action(s) by the AOC under protest.
- The grounds for the protest.
- Description of the relief or corrective action requested.

You may attach to your protest any documentation you offer to support your protest.

Submitting a Protest

The protest must be in writing and must be signed. You must mail or hand-deliver your protest to the RFP Coordinator. Protests may not be submitted by fax or e-mail. The AOC must receive the written protest within five (5) business days after the debriefing conference.

In the event a protest may affect the interest of any other Vendor, such Vendor(s) will be given the opportunity to submit their views and any relevant information on the protest to the RFP Coordinator.

Protest Process

The RFP Coordinator will forward the protest to the AOC-designated Protest Coordinator along with copies of the following:

- This RFP and any amendments.
- The proposal.
- The evaluators' scoring sheets.
- Any other documentation showing evaluation and scoring of the proposal.

Upon receipt of a protest, a protest review will be held by the AOC to review the procurement process utilized. This is not a review of responses submitted or the evaluation scores received. The review is to ensure that procedures described in the procurement document were followed, all requirements were met, and all Vendors were treated equally and fairly.

The AOC will follow these procedures in reviewing the protest:

- The AOC will conduct an objective review of the protest, based on the contents of the written protest and the above materials provided by the RFP Coordinator.
- The AOC will send the protesting Vendor a written decision within five (5) business days after receiving the protest, unless more time is required to review the protest and make a determination. The protesting Vendor will be notified by the RFP Coordinator if additional time is necessary.

The AOC will make a final determination of your protest and will either:

1. Find that your protest lacks merit and uphold the AOC's actions;
2. Find that any errors in the RFP process or in the AOC's conduct did not influence the outcome of the RFP, and uphold the AOC's actions; or
3. Find merit in the protest and provide options for corrective action by the AOC which may include:

- That the AOC correct any errors and re-evaluate all proposals affected by its determination of the protest;
- That the AOC reissue the RFP document; or
- That the AOC make other findings and take such action as may be appropriate.

Protests shall not be accepted prior to selection of the apparent successful Vendor. Protests must be received within five (5) business days from the date of the notification of the Unsuccessful Vendor's Debriefing Conference. The Administrator or assigned delegate will then consider all the information available to her/him and render a written decision within five (5) business days of receipt of the protest, unless additional time is required. If additional time is required, the protesting party will be notified of the delay.

Y. Execution of the Contract

1. Generally

The Apparently Successful Vendor will be expected to sign a contract with the AOC and any subsequent amendments that may be required to address specific work or services as needed.

The AOC reserves the right to negotiate the specific wording of the Statement of Work, based on the requirements of this RFP and the terms of the proposal.

If the Vendor fails or refuses to sign the contract or any subsequent amendment within five (5) business days of delivery, the AOC may elect to cancel the award and may award the contract to the next highest-ranked finalist.

Any subcontracts necessary to perform the contract shall be subject to the prior written approval of the AOC.

Z. General Terms and Conditions

The Vendor selected will be expected to enter into a contract with the AOC which will contain special terms and conditions related to this RFP and general terms and conditions. The Special Terms and Conditions will be based on the services to be provided as described in this RFP. **In no event is a Vendor to submit its own standard contract terms and conditions as a response to this RFP.** The general terms and conditions are attached as Appendix A.
See next page.

1. Criminal Background Check

As a requirement of the contract, the AOC may require the Vendor, and any employee, assistant, agent, or subcontractor of the Vendor completing work under the contract, to provide the results of criminal background check. Such an investigation may include, but not be limited to, fingerprinting and criminal history records checks. The Vendor will agree to cooperate fully with the AOC in completion of this requirement. Results of the investigation and/or failure of the Vendor and any employee, assistant, agent, or subcontractor of the Vendor completing work under the contract to cooperate fully may be grounds for termination of the contract.

2. Confidentiality Agreements

The Vendor contractor may have access confidential and/or propriety information during the period of performance. Vendor will sign a confidentiality agreement safeguarding such information.

3. Workstation And Facility Fees

AOC may provide workstations for the contract staff and a building access key a telephone and network connection. AOC will charge the CONTRACTOR a workstation fee of \$887.00 for the first month and \$395.00 per month thereafter to cover costs for the workstations assigned. This amount shall be invoiced by the CONTRACTOR on a monthly basis as a credit against invoiced charges to AOC.

4. Hardware And Software Responsibility

The Contractor shall ensure that its representatives have the hardware and software necessary to complete the engagement, unless special circumstances exist where either AOC's hardware or software is needed. Such special circumstances should be noted in the Vendor's proposal. AOC will not supply hardware or software to the Contractor unless specifically agreed to in writing

Appendix A – General Terms and Conditions