

**Request for Proposals  
ACQ-2013-0129-RFP**

**Appellate Court  
Enterprise Content Management  
System Implementation**

**Offered by  
Washington State  
Administrative Office of the Courts**

**Proposal Due Date: March 6, 2013**

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***EXHIBITS***

- Exhibit A -** Definitions
- Exhibit B -** Draft Contract
  - Appendix A – Deliverables, Payments and Key Staff
  - Appendix B – Equipment and Software Configuration
  - Appendix C – Escrow Agreement
  - Appendix D – Guaranty
  - Appendix E – Revisions to the Response
- Exhibit C -** Certifications and Assurances
- Exhibit D -** Exceptions, Modifications, and/or Additions to Draft Contract
- Exhibit E -** Vendor Business Reference Form
- Exhibit F -** Major Subcontractor Business Reference Form
- Exhibit G -** Client Reference Survey Form
- Exhibit H -** Technical Requirements
- Exhibit I -** Technical Requirements Compliance Matrix
- Exhibit J -** Business Requirements
- Exhibit K -** Business Requirements Compliance Matrix
- Exhibit L -** Statement of Work
- Exhibit M -** Service Requirements Compliance Matrix
- Exhibit N -** Deliverable Compliance Matrix
- Exhibit O -** Firm Fixed-Price Certification
- Exhibit P -** Deliverable Cost Sheets
- Exhibit Q -** Service/Support Cost Sheets
- Exhibit R -** Context Exhibit - Appellate Court Scanner Information
- Exhibit S -** Context Exhibit - Solution Framework
- Exhibit T -** Scored Business Requirements Responses
- Exhibit U -** Scored Technical Requirements Responses

# 1. INTRODUCTION

## 1.1 PURPOSE

The purpose of this request for proposal (RFP) is to acquire a commercial off-the-shelf Enterprise Content Management System (ECMS) and the services required to implement the ECMS, validate it, and deploy the ECMS in the Washington State Supreme Court and three (3) Washington State Court of Appeals Divisions.

## 1.2 BACKGROUND

The Washington Administrative Office of the Courts (AOC) provides a range of services that support the Washington court customers' automation, operations, and information needs.

The Appellate Courts in Washington State are comprised of the Supreme Court (Olympia) and three (3) Court of Appeals Divisions: Division I (Seattle), Division II (Tacoma), Division III (Spokane). Each of the three divisions of the Court of Appeals currently has their own standalone document management system. None of these interfaces to the AOC Appellate Courts Records and Data System (ACORDS) which manages Appellate Court case data. Division I (Seattle) uses a vendor product called DocuShare. Division II (Tacoma) uses a vendor product called Laserfiche, and Division III (Spokane) uses a custom application developed in PHP. The Supreme Court uses a paper-based system for storing all court documents.

In February 2011, the AOC was requested by the Judicial Information System Committee (JISC) to evaluate implementing a common ECMS for the Appellate Courts.

In February 2012, the AOC published a Request for Information (RFI) to improve the efficiency of document management for the Appellate Courts. At that time it was thought that a new ECMS system would enhance the functionality of the existing ACORDS application by implementing bi-directional data transfers between the ECMS and ACORDS.

The system requirements noted in the RFI (ACQ-2012-0215-RFI) have been refined since the publication of that RFI and are documented within this RFP. The new system requirements, endorsed by the AC-ECMS Executive Steering Committee and approved by the JISC, are for the replacement of ACORDS functionality.

The new ECMS will be hosted in the AOC data center, and managed by AOC and Appellate Court staff.

It is anticipated that the ECMS will be implemented using an incremental approach. This approach will require continuous and consistent communications between and among the various customers and stakeholders.

### 1.2.1 **Appellate Court Enterprise Content Management System**

This procurement supports the acquisition and implementation of an ECMS in the Washington State Appellate Courts. The ECMS will meet the business needs of the Appellate Courts by providing the following features and functionality:

- Document capture
- Document management
- Automated workflows
- Electronic forms
- Managing metadata for cases and documents
- Managing case-related entities
- Searching
- Reporting
- System administration
- External interfaces

### 1.2.2 **Objectives**

The objectives of this procurement are to:

- Develop a Washington State Appellate Court ECMS in accordance with the requirements stated in the RFP.
- Tailor the in-scope workflow requirements to the three individual Court of Appeals Divisions and the Supreme Court. The solution should not require custom coding on the part of the Vendor to achieve the RFP requirements.
- Deploy the ECMS incrementally.
- Position the Appellate Courts to be able to develop and maintain ECMS workflows on their own with existing staff via training, knowledge transfer and joint development.
- Have the Vendor provide production support of the solution during the incremental deployment period.
- Have the Vendor provide production support of the solution after the contract is satisfied in accordance with the requirements stated in the RFP.

### 1.2.3 **Recent Accomplishments**

An initial feasibility study was completed for the AC-ECMS Project in August 2011. Since that time, the requirements have changed significantly from an ECMS that would interface with ACORDS to an ECMS that replaces ACORDS functionality.

A recommendation was made to the JISC that any ACORDS/ECMS development effort be redirected to developing the necessary automated workflows required to replace ACORDS functionality. The AC-ECMS Project Executive Steering Committee endorsed this recommendation in May 2012 and the JISC approved this project scope change in June 2012.

Following the AC-ECMS Project Executive Steering Committee's review and approval of the RFP, a recommendation was made to the JISC in November 2012 to release the RFP. This recommendation was approved by the JISC.

### 1.3 FUNDING

This project is authorized by the JISC through the Revised Code of Washington (RCW) Chapter 2.56 and by Court Rules. Under House Bill 1087 (May 2011), the Washington State Legislature has authorized JIS funding during the 2011–2013 biennium for the project account. Additional funding will be subject to authorization and approval for any additional contract terms.

### 1.4 CONTRACT TERM

The Contract will be effective upon the last date of final signature of both parties. The Contract will provide for an initial one (1) -year term and provide, at AOC's option, for one (1) additional optional one (1) -year term. The additional optional contract year will also be dependent upon approval of funding.

### 1.5 DEFINITIONS

The terms as used throughout this RFP shall have the meanings set forth in EXHIBIT A.

### 1.6 RFP COORDINATOR

The RFP Coordinator is the **sole point of contact** in AOC for this procurement. All communication between Vendors and the AOC upon receipt of this RFP shall be with the RFP Coordinator as follows:

**John Bell, RFP Coordinator**

Phone: 360-704-4029 Fax: 360-956-5700 E-Mail: john.bell@courts.wa.gov

All proposals shall be addressed to the RFP Coordinator in the following manner:

**If using U.S. Postal Service:**

Administrative Office of the Courts  
Management Services Division  
Attn: John Bell  
P.O. Box 41170  
Olympia, Washington 98504-1170

**If using UPS, FedEx, etc.:**

Administrative Office of the Courts  
Management Services Division  
Attn: John Bell  
1112 Quince Street Southeast, Building 1  
Olympia, Washington 98504-1170

Vendors may use fax and/or e-mail for any communication required in this RFP, **except** for a formal response to this RFP (Vendor Proposal) and protest, if any. Vendors may not send proposals or protests by fax or e-mail communication.

## 1.7 COMMUNICATIONS

All communications concerning this acquisition must be directed to the RFP Coordinator. **Unauthorized contact regarding the RFP with other state employees may result in disqualification.** Any oral communications will be considered unofficial and non-binding on the AOC. Vendors shall reply only on written statements issued by the RFP Coordinator.

*AOC employee solicitation is prohibited in any form.*

## 1.8 ACQUISITION SCHEDULE

*\*All times are Pacific standard time, as applicable*

Event	Estimated Dates	Time*
Release RFP to Vendors	January 29, 2013	4 PM
Pre-Proposal Vendor Conference	February 8, 2013	9-10:30 AM
Written Questions Due From Vendors	February 12, 2013	4 PM
Question and Answer Document Released	February 19, 2013	4 PM
Vendor Letter Of Intent Due	February 26, 2013	4 PM
Vendor Proposals Due	March 6, 2013	4 PM
Notification of Top Ranked Vendors for Demonstrations	March 15, 2013	TBD
Vendor /Demonstrations	April 1-12, 2013	TBD
Notification of Apparent Successful Vendor	April 29, 2013	TBD
Contract Execution (on or before)	May 24, 2013	N/A

## 1.9 AOC WEB SITE

The contents of this RFP and any amendments/addenda and written answers to questions will be available on the AOC Web site: <http://www.courts.wa.gov/procure/>.

## 1.10 DELIVERY OF PROPOSALS

An original proposal must be mailed or hand-delivered to the RFP Coordinator no later than the date and time provided in Section 1.8. Vendors must also submit their Proposals electronically via email to the RFP coordinator no later than the date and time provided in Section 1.8. Proposals must be reproducible upon receipt by AOC on standard 8-1/2 by 11 inch paper. Late proposals shall not be accepted and shall automatically be disqualified from further consideration. The method of delivery of the original proposal shall be at the Vendor's discretion and it shall be at the Vendor's sole risk to ensure delivery at the designated office.

#### 1.11 LATE DELIVERY OF ANY DOCUMENTS

AOC assumes no responsibility for delays caused by the US Postal Service, email, or other delivery systems regarding any documents relating to this RFP. Time extensions will not be granted. Documents received after a specified deadline will be deemed as non-responsive and will not be accepted, reviewed, or evaluated.

#### 1.12 NUMBER OF COPIES

Send to the RFP Coordinator one original and one identical electronic copy via email in portable document format (PDF). The PDF submission must provide a separate file for each volume of the Vendor's proposal as specified in section 2.1.

#### 1.13 SINGLE AWARD

Upon contract award, AOC shall enter into contract negotiations with one (1) Vendor as the result of this RFP.

#### 1.14 EXCEPTIONS TO RFP

Vendors should carefully review this RFP and all of its exhibits. Any Vendor wishing to take exception to any of the content of this RFP must notify the RFP Coordinator in writing as specified in Section 1.6 of this RFP.

#### 1.15 PRE-PROPOSAL VENDOR CONFERENCE

An optional Pre-Proposal Vendor Conference will be held in Seattle, Washington on February 8, 2013. The purpose of the Pre-Proposal Vendor Conference is for all prospective Vendors to request clarification or additional information necessary to assess the project and prepare a proposal. In order for this process to be as useful as possible, all interested parties are advised to come prepared with all questions related to this project. Although not required, interested parties are strongly encouraged to submit their questions ahead of time to the RFP Coordinator so that AOC staff may prepare a full and detailed response.

The Pre-Proposal Vendor Conference is scheduled to be held:

February 8, 2013  
9:00 a.m. to 10:30 a.m. PST  
Washington State Administrative Office of the Courts  
1112 Quince Street SE  
Olympia, WA 98504-1170

All prospective Vendors are invited to attend; however, attendance is not mandatory for any proposing Vendor. Teleconference capabilities will be made available for this non-mandatory Vendor conference. To assure seating capacity and room facilities, it is strongly recommended all Vendors interested in attending this conference pre-register with the RFP Coordinator no later than Wednesday, February 6, 2013, 4:00 p.m. (PST) by submitting information via e-mail as provided below:

- Name and address of Vendor.

- Name of person(s) attending on behalf of Vendor with individual contact information (phone number and e-mail address).

Written questions may be submitted in advance to the RFP Coordinator. AOC shall only provide responses to questions submitted by any Vendor. During the conference, no written answers will be provided by AOC to questions submitted by any Vendor. Any oral responses given at the Pre-Proposal Vendor Conference shall be considered unofficial and non-binding. A copy of the conference attendees list from the Pre-Proposal Vendor Conference will be placed on the AOC Web site: <http://www.courts.wa.gov/procure/>.

Per Section 1.20, AOC shall issue a Questions & Answers document providing responses to any Vendor questions submitted by the due date as provided in the acquisition schedule. Questions submitted prior to the Pre-Proposal Vendor Conference shall not be considered in AOC's response to Vendor-submitted questions.

#### 1.16 VENDOR COMPLAINTS

A complaint may be made before a Vendor responds to a solicitation document if the Vendor believes that the document unduly constrains competition or contains inadequate or improper criteria. The written complaint must be made to the AOC RFP Coordinator before the due date of the proposal; however, the solicitation process may continue.

The RFP Coordinator must immediately forward a copy of the complaint to AOC's ISD Chief Information Officer or their designee. Upon internal AOC review, the RFP Coordinator shall reply to the Vendor with a proposed solution. The AOC decision is final and no further administrative appeal is available.

#### 1.17 AMENDMENT TO THE RFP

In the event that it becomes necessary to revise any part of this RFP, an amendment will be provided to all Vendors who request it, or the amendment may be obtained on the same Web site as the original RFP was posted.

Vendor is instructed to disregard any oral representations. Proposal evaluation will be based on the material contained in the RFP and any amendments to the RFP that have been issued.

AOC reserves the right to revise the RFP and to issue amendment(s) to the RFP. For this purpose, the answers to questions that are submitted to the RFP Coordinator, together with other pertinent information, shall be provided as an amendment to the RFP.

AOC also reserves the right to cancel or to reissue the RFP in whole or in part, prior to the execution of a contract. In the event it becomes necessary to revise any part of the RFP, an amendment shall be published at <http://www.courts.wa.gov/procure/>.

If a conflict exists between amendments, or between an amendment and the RFP, the document issued last shall take precedence.

It is incumbent upon each potential Vendor to carefully examine these requirements, terms, and conditions. Should any potential Vendor find discrepancies, omissions, or ambiguities in this RFP, the Vendor shall at once request, in writing, an interpretation from AOC's RFP Coordinator. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information shall be made, in writing, (including fax and e-mail transmissions) to AOC's RFP Coordinator, as specified in Section 1.6.

#### 1.18 MANDATORY RESPONSE OVERVIEW

Vendors must complete a response to all requirements within all RFP sections. Proposals may be disqualified for not completing proposal sections. Each Mandatory item is noted with an (M) and scored on a pass/fail basis. Each Mandatory Scored item is noted with an (MS) and scored based on how Vendor response meets compliance with the requirement.

A Vendor will be scored based on how well the Vendor meets AOC's requirements. In response to each RFP requirement, Vendors must clearly state whether or not their proposed solution meets the requirement and, if it does, the Vendor must provide a detailed description of how the solution will meet the requirement. Failure to provide a response may be considered non-responsive and be the basis for disqualification of the proposal.

#### 1.19 DESIREABLE RESPONSE OVERVIEW

Each Desirable item is noted with a (D) and is scored with yes or no, indicating that a non-required feature or functionality is available in their product or service. Desirable Scored items are noted with a (DS) and indicate that a non-required feature or functionality is available in the Vendor's product or service. Desirable Scored items will be scored.

#### 1.20 VENDOR QUESTIONS AND ANSWERS

Specific questions concerning this RFP may be submitted in writing to the RFP Coordinator at the address specified in Section 1.6 of this RFP. Fax and e-mail submission of questions is acceptable. The RFP Coordinator must receive questions no later than the date and time specified in Section 1.8. AOC will not respond to Vendor questions submitted after said deadline.

All Vendor questions will be compiled and combined with AOC answers, which shall be presented in written form as a Question & Answer (Q&A) Document to the RFP. The Q&A Document will be published by the RFP Coordinator at the Web site provided in Section 1.8.

It is incumbent upon each potential Vendor to carefully examine the RFP requirements, terms, and conditions. Should any potential Vendor find discrepancies, omissions, or ambiguities in this RFP, the Vendor shall at once request, in writing, an interpretation from the AOC RFP Coordinator. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information shall be made in writing and

delivered to the AOC RFP Coordinator via mail, fax, or e-mail at the street or post office box address, fax number, or e-mail address specified in Section 1.6 herein, respectively. AOC will not respond to any Vendor questions submitted after said date. AOC will provide written answers by the date shown in Section 1.8 herein.

#### 1.21 LETTER OF INTENT TO PROPOSE

A letter indicating the Vendor's intent to respond to this RFP must be received by the RFP Coordinator as specified in Section 1.6 of this RFP, no later than the time specified in Section 1.8. The Vendor may submit the letter of intent by mail, fax, or e-mail. By submitting this letter, the Vendor accepts the procedure, review criteria, and the administrative instructions of this RFP.

Each Vendor must include the following information in the letter of intent to propose:

1. Vendor name
2. Vendor's authorized representative for this RFP. (This representative shall also be named the authorized representative identified in Vendor's proposal)
3. Name and title of authorized representative
4. Address
5. Telephone number
6. Fax number
7. E-mail address
8. Statement of intent to propose

Only Vendors submitting a letter of intent will receive amendments and other information regarding this RFP.

#### 1.22 VENDOR DEMONSTRATIONS

Following the scoring of Vendor written proposals, the Vendor proposals shall be ranked. Vendor(s) with the top ranked proposals shall be invited to the Vendor Demonstrations phase of the evaluation process.

The demonstrations will be limited to one day for each invited Vendor. Vendors should be able to demonstrate any functional or technical features claimed to be currently available in the version of the software being proposed. Failure to do so may be grounds for disqualification.

##### 1.22.1 **Demonstration Scheduling**

Vendors will be required to provide acceptance of invitation for demonstration to the RFP Coordinator within two (2) business days of receipt of e-mail notification of such. The RFP Coordinator will provide individual demonstration notification regarding the date and time to each Vendor. Scheduling of Vendor demonstrations will be made at the sole discretion of the AOC. Vendor must confirm acceptance of the scheduling to the RFP Coordinator within two (2) business days. Once a demonstration has been

confirmed by a Vendor, AOC may, at its sole discretion, consider, upon Vendor request, a change to the scheduled demonstration date/time.

### 1.22.2 **Demonstration Equipment and Internet Access**

The AOC shall provide meeting and training facilities in Olympia or Seatac, Washington, for the demonstrations. The AOC will provide facility, lights, and electricity for the demonstrations. Vendor will provide any additional equipment necessary to perform the demonstration (including hands-on demonstration) for a total of 25 people.

Multi-media projectors are available at the meeting facility and will be made available to the Vendor, upon request. Multi-media projectors can be provided to the Vendor if arrangements are made at the time of scheduling the demonstration and if the equipment is available.

Wireless Internet access is also available. Network availability and effective quality of service cannot be guaranteed.

### 1.22.3 **Demonstration Agenda**

Vendor is required to conduct demonstrations according to the following general agenda:

- Introductions
- Summary of the proposed solution
- Demonstration of proposed functional capabilities
- Demonstration of technical features
- Hands-on demonstration
- Follow up Q&A Session with Vendor
- Summary of the value proposition to the Appellate Courts and the AOC

A detailed agenda and demonstration scripts will be generated based on the review of written proposals and provided when the demonstration is confirmed for each invited Vendor.

## 1.23 **PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Vendors must clearly mark every page of any portion(s) of their proposal that contains proprietary information. Vendors may not mark the entire proposal as copyrighted, proprietary, or confidential. Any proposal containing language that copyrights the proposal, declares the entire proposal to be confidential, or declares that the document is the exclusive property of the bidder will be disqualified and removed from consideration. If AOC receives a request to view or copy the proposal, AOC shall respond according to public disclosure procedures described in this RFP. However, if any information is marked as proprietary or confidential in the proposal, the AOC shall not make that portion available without giving the Vendor an opportunity to seek a court order preventing disclosure. Cost proposals are not proprietary.

Materials submitted in response to this competitive procurement shall become the property of the AOC.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is awarded; that is, signed and approved by all parties or a decision is made not to award this RFP. Thereafter, the proposals shall be deemed accessible for public review as defined by state and federal laws governing administrative records of the courts.

Any information contained in a proposal that is considered proprietary by the Vendor and exempt from disclosure must be clearly designated. Each page must be identified, as well as the particular exception from disclosure upon which Vendor is making the claim. The Vendor may use [Chapter 42.56 RCW](#) as a guide. Each page claimed to be exempt from disclosure must be clearly identified by the word “confidential” printed in the lower margins of each page, as appropriate. 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 (i.e., “confidential”), such information will not be made available until the affected Vendor has been given an opportunity to seek an injunction or restraining order against the requested disclosure.

Documents provided to a requester as the result of a Public Records Request shall be provided electronically. Alternatively, AOC will charge for copying and shipping any copies of materials. Submit Public Records Requests directly to AOC by e-mail to [PublicRecordsOfficer@courts.wa.gov](mailto:PublicRecordsOfficer@courts.wa.gov).

AOC will retain RFP records in accordance with Washington State and AOC Records Retention Schedules.

AOC will consider a Vendor’s request for exemption from disclosure; however, AOC will make a decision based upon Washington State court rules, case law, and AOC policies.

#### 1.24 FAILURE TO COMPLY

For a response to be considered complete, it must respond to all requirements of this RFP. Vendors must provide a response to all sections of the RFP. Vendor’s failure to comply with any part of the AOC’s RFP may result in the Vendor’s proposal being disqualified for being non-responsive to AOC’s request. Refer to Section 7 for further information.

#### 1.25 ACCEPTANCE PERIOD

Proposals providing fewer than one hundred and eighty days (180) Calendar Days for acceptance by AOC from the due date set for receipt of proposals will be considered non-responsive and will be rejected. See Section 2.3.6.

## 1.26 RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS

If AOC receives only one (1) responsive proposal as a result of this RFP, the AOC reserves the right to select and award the contract to the single Vendor, or cancel or reissue the RFP.

## 1.27 MOST FAVORABLE TERMS

AOC reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Vendor can offer. AOC reserves the right to contact a Vendor for clarification of its proposal during the evaluation process. In addition, if a proposal is selected, AOC reserves the right to enter into contract negotiations with the Apparent Successful Vendor, which may include discussion regarding the Vendor's approach to meeting the terms of the contract. Contract negotiations may result in incorporation of some or all of the awarded Vendor's proposal, except to the extent revised in an Exhibit to the Contract. The Vendor must be prepared to accept this RFP for incorporation into a contract resulting from ACQ-2013-0129 RFP. The contract may incorporate some or all of the Vendor's proposal. At its discretion, the AOC reserves the right to request best and final offers from the RFP finalists. It also is understood that the proposal will become a part of the official procurement file.

## 1.28 COPYRIGHT PRIVILEGES

All copyright privileges for any material developed to satisfy the terms of any awarded contract resulting from this RFP process are to remain the property of the AOC. Exceptions to this policy must be agreed upon by the AOC and specified in writing in the Vendor's contract with the AOC. A draft contract is included as EXHIBIT B.

## 1.29 ERRORS IN VENDOR RESPONSES

AOC will not be liable for any errors or omissions in a Vendor's response. Vendors will not be allowed to alter response documents after the RFP response due date identified in Section 1.8.

AOC reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any response.

## 1.30 NO OBLIGATION TO BUY/RESPONSE REJECTION

AOC reserves the right to refrain from contracting with any Vendor. The release of this RFP does not obligate AOC to purchase goods and/or services. Furthermore, AOC reserves the right to reject any or all responses at any time without penalty.

## 1.31 WITHDRAWAL OF PROPOSALS

Vendors may withdraw a response that has been submitted at any time up to the response due date and time identified in Section 1.8. A written withdrawal request signed by an authorized representative of the Vendor must be submitted to the RFP Coordinator by mail, e-mail, or fax. After withdrawing a previously submitted response, a Vendor may

submit another response at any time up to the due date and time of Vendor proposals as noted in Section 1.8.

#### 1.32 PROPOSAL REJECTIONS

AOC will make the sole determination of clarity and completeness in the responses to any of the provisions in this RFP. AOC reserves the right to require clarification, additional information, and materials in any form relative to any or all of the provisions or conditions of this RFP.

#### 1.33 NON-ENDORSEMENT

No informational pamphlets, notices, press releases, research reports, and/or similar public notices concerning this project may be released by the Apparent Successful Vendor without obtaining prior written approval from AOC.

#### 1.34 PAYMENT ADVANCES PROHIBITED

The Constitution of the State of Washington prohibits payments in advance for anticipation of receipt of goods or services. Vendors are paid after services and products are delivered and accepted.

#### 1.35 ELECTRONIC PAYMENT

The State of Washington prefers to utilize electronic payment in its transactions. Upon contract award, the successful Vendor will be required to register with the State of Washington's Office of Financial Management (OFM) as a statewide vendor. Once registered, Vendors may as an option receive all invoice payments processed by any Washington State agency through direct deposit to the Vendor's business account. See <http://www.ofm.wa.gov/isd/vendors.asp> for more information.

#### 1.36 INVOICES

Vendors selected and subsequently performing services for the AOC will provide invoices as defined in the executed contract. At a minimum, each submitted invoice must include the AOC contract number authorizing the services (i.e., Contract Number PSCXXXX (See EXHIBIT B – Draft Contract for additional information.))

#### 1.37 CONDITIONAL SALES CONTRACT

AOC will not enter into a contract unless the contract can be canceled for non-allocation of funds by the legislature with no penalty to the State.

#### 1.38 WORKER'S COMPENSATION COVERAGE

The Vendor will, at all times, comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statues, and regulations to the full extent applicable. Neither the State of Washington nor the AOC will be held responsible in any way for claims filed by the Vendor or their employees for service(s) performed under the terms of the contract awarded from this RFP.

### 1.39 COST OF PREPARING RESPONSES

AOC is not liable for any costs incurred by the Vendor in the preparation of responses submitted to this RFP.

### 1.40 TRAVEL, HOTEL, PER DIEM COSTS

All travel and per diem will be the responsibility of the Vendor and should be considered when preparing the Cost Proposal. No separate allowances or fees will be paid for travel or per diem for the Vendor or Vendor agents.

### 1.41 NOTIFICATION TO UNSUCCESSFUL VENDORS

Vendors whose proposals have not been selected will be notified via e-mail.

### 1.42 DEBRIEFING OF UNSUCCESSFUL VENDORS

Vendors who submitted a proposal and were not selected as the successful Vendor will be given the opportunity for a debriefing conference. The RFP Coordinator must receive the request for a debriefing conference within five (5) business days after the e-mail notification as an unsuccessful Vendor is sent. The debriefing shall be held within five (5) business days of the debriefing request.

### 1.43 PROTESTS

Vendors submitting a protest to this procurement shall follow the procedures described in this RFP. Protests of Vendors that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to a Vendor under this procurement.

Protests shall not be accepted prior to selection of the Apparent Successful Vendor. A person authorized to bind a Vendor to a contractual relationship must sign the protest letter. The AOC must receive the written protest within five (5) business days after the debriefing conference and must, in turn, immediately notify AOC's designee of receipt of the protest. Further steps in the acquisition process may be postponed until the protest has been resolved.

The protest must state all facts and arguments on which the protesting party is relying. At a minimum, this must include:

1. The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method and name of the issuing agency.
3. Specific and complete statement of the agency's action(s) being protested.
4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.

Only protests stipulating an issue of fact concerning a matter of bias or discrimination, or a conflict of interest, arithmetic errors in computing the score, or non-compliance with

procedures described in the procurement document shall be considered. Protests not based on procedural matters will not be considered.

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

Protests shall be addressed to:

Dirk Marler, Director  
Judicial Services Division  
Administrative Office of the Courts  
1206 Quince Street Southeast  
Olympia, Washington 98501-1170

Vendor shall also forward a copy of the protest to the RFP Coordinator at the same time it is submitted to the CIO.

Upon receipt of a protest, a protest review will be held by the AOC to review the procurement process utilized. Individuals not involved in the protested acquisition will objectively review the written protest material submitted by Vendor and all other relevant facts known to AOC. 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.

AOC must deliver its written decision to the protesting Vendor within five (5) business days after receiving the protest, unless more time is needed. The protesting Vendor will be notified if additional time is necessary.

Protests must be received within five (5) business days from the date of the debriefing conference. AOC's Information Services Division's CIO or their delegate will then consider all the information available to him/her 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. The AOC decision is final and no further administrative appeal is available.

## 2. INSTRUCTIONS FOR COMPLETING AND SUBMITTING PROPOSALS

*This section establishes the RFP compliance requirements for this acquisition. Vendors must respond and provide detailed information for all items designated Mandatory “M” requirements. Provide all information in the exact order specified in this section. This section is scored as pass/fail, so completeness is a priority to consideration for the scoring phase of the RFP. All items in this section marked (M) must be included as part of the Vendor’s proposal to be considered responsive.*

### 2.1 MANDATORY PROPOSAL FORMAT

Proposals should be prepared simply and economically, providing a straightforward and concise description of the Vendor’s ability to meet the requirements of this RFP. Do not use fancy binding, colored displays, or promotional materials. Standard brochures are not to be included in the proposal. Emphasis should be on completeness and clarity of content.

Proposals must be prepared with 12 point font Arial or Times New Roman and printed on single-side, standard 8 ½ x 11-inch paper, using separators for the major sections of the proposal, with each copy bound either by binder clips or in three-ring binders.

Proposals must provide information in the same order as presented in this document, with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist Vendor in preparing a thorough response.

See Section 1.12 for format requirements of Vendor proposals, including number of copies to be provided to the Washington State AOC for the evaluation process.

The four volumes of the proposal are to be submitted in the order noted below.

#### 2.1.1 **Volume 1**

This volume is to include the following in order:

- Administrative Requirements Response (See RFP Section 2.3)
- Business References (see section 2.4)
- Financial and Organizational Response (See RFP Section 3)

#### 2.1.2 **Volume 2**

This volume is to include the following in order:

- Management Proposal (See RFP Section 4)
- Response to Technical Requirements (See RFP Section 5)
- Response to Business Requirements (See RFP Section 6)
- Response to Service and Deliverable Requirements (See RFP Section 7)

### 2.1.3 **Volume 3**

This volume is to include the following in order:

- Proposed Solution Costs (See RFP Section 8)

### 2.1.4 **Volume 4**

This volume is to include the following in order:

- Software License Agreement
- Source Code Escrow Agreement
- Master Services Agreement

## 2.2 ADMINISTRATIVE REQUIREMENTS

### 2.2.1 **Documents Requiring Original Signatures (M)**

The following documents must be signed and dated by a person authorized to bind Vendor to a contractual relationship (the president or executive director if a corporation, the managing partner if a partnership, the proprietor if a sole proprietorship, etc.):

- Certifications and Assurances, EXHIBIT C
- Vendor Business References, EXHIBIT E
- Major Subcontractor References, EXHIBIT F
- Fixed Price Certification, EXHIBIT O

### 2.2.2 **Letter of Submittal (M)**

The letter of submittal must be on official Vendor letterhead and must be signed by a person authorized to bind your organization to a contract. Your letter of submittal must include the following in the order given:

- a. Vendor name
- b. Name and title of proposing Vendor authorized representative
- c. Address
- d. Telephone number
- e. Fax number
- f. Statement that proof of required insurance provisions will be provided if awarded a contract as a result of this RFP

Statement indicating, as a condition of contract award, Vendor will register with the OFM as a statewide vendor within ten (10) business days of notification of contract award. See Section 2.3.12 for more information.

### 2.2.3 **Authorized Vendor Representative Identification (M)**

Provide information regarding the Vendor's only point of contact for communication relating to this RFP:

- Authorized Vendor representative name
- Title
- Address
- Telephone number
- Fax number
- E-mail address

It is the Vendor's responsibility to keep this information current during the RFP process and through the life term of any awarded Contract resulting from this acquisition.

### 2.2.4 **Vendor Account Manager (M)**

Vendor shall appoint an account manager who will provide oversight of Vendor contract activities. Vendor's account manager will be the principal point of contact concerning Vendor's performance under this Contract. Vendor shall notify the AOC contract administrator, in writing, when there is a new Vendor account manager assigned to this Contract. Provide the following Vendor account manager information:

- Vendor account manager name
- Title
- Address
- Telephone number
- Fax number
- E-mail address

### 2.2.5 **Proof of Insurance (M)**

Each Vendor must indicate, in the submittal letter and as a condition of contract award, that they will provide proof of insurance from Vendor's insurance carrier, outlining the extent of Vendor's liability coverage.

Vendor shall, at its own expense, obtain and keep in force liability insurance during the term of the contract. Vendor shall furnish evidence to the AOC within fifteen (15) business days of receipt of notice of award of amendment, in the form of a certificate of insurance, that insurance will be provided. Refer to EXHIBIT B – Draft Contract for insurance requirements.

### **2.2.6 Certification of Proposal (M)**

Provide a signed copy of the "Certifications and Assurances" (EXHIBIT C) as an appendix to Vendor's Proposal. The form must be signed and dated by a person legally authorized to bind Vendor. Each Vendor shall certify their preparation of the Proposal and stipulate in writing that their Proposal is valid for one hundred eighty (180) Calendar Days after receipt by the AOC.

### **2.2.7 Use of Subcontractors (M)**

Vendor must acknowledge and agree that they will be solely responsible for carrying out the requirements of this RFP and any resulting Contract. If Vendor anticipates subcontracting any of the work, the subcontractor shall be clearly identified in a proposal submitted by Vendor in response to this RFP.

### **2.2.8 Contracts with AOC (M)**

If Vendor is currently under a Contract, or has contracted with AOC within the past twelve (12) months, provide the following information:

- Contract and/or Contract identification (number and/or name)
- Contract and/or Contract begin and end dates
- Brief statement describing type of services provided

### **2.2.9 Contracts with Other Washington State Agencies (M)**

If Vendor is currently under a Contract, or has contracted with other Washington State agencies within the past twelve (12) months, provide the following information:

- Agency and organizational unit
- Agency office/location
- Contract and/or Contract identification (number and/or name)
- Contract and/or Contract begin and end dates
- Brief statement describing type of services provided

### **2.2.10 Washington State Employee Identification (M)**

If Vendor employs, or has on their governing board as of the date of the Proposal, one or more Washington State employees, those individuals must be identified. In addition, if Vendor employs, or has on their governing board as of the date of the Proposal, one or more former (within the last two [2] years) Washington State employees, those individuals must be identified. If, following a review of this information, it is determined by the evaluation committee that a conflict of interest exists, Vendor may be disqualified from further consideration.

- Name of individual
- Title and/or position within Vendor

- Statement of responsibilities within Vendor
- Washington State employing agency
- Washington State job title and/or classification
- Current status of Washington State employment
- Washington State employment separation date

#### 2.2.11 **Vendor Status as a Washington State Business (M)**

The Apparent Successful Vendor (ASV) must agree to register with the Washington State Department of Revenue. Vendor must also agree to collect and report all applicable state sales taxes.

Vendor must acknowledge and agree to the above requirement.

#### 2.2.12 **Register as a Statewide Vendor (M)**

The Apparent Successful Vendor must agree to register with the Washington State OFM as a statewide vendor within ten (10) business days of notification of contract award.

Vendor must acknowledge and agree to the above requirement.

#### 2.2.13 **License Ownership Confirmation (M)**

Vendor must include a statement indicating whether the software is owned by Vendor or a third party. If Vendor is not the owner of the software, Vendor must provide the following:

- The software owner and contact information; and
- The software owner's licensing terms; and
- AOC terms and conditions to software owner; and
- AOC with a copy of the reseller agreement between the software owner and Vendor; and
- A statement agreeing to the provisions as set forth in the list above which includes the required information. All software licensing and maintenance agreements must be provided in Volume IV of Vendor proposal; and
- A statement secured from software owner(s) indicating its willingness to participate in contract negotiations with AOC if selected as the ASV as a result of this RFP. Failure to do so may result in disqualification from this RFP.

#### 2.2.14 **Liquidated Damages (M)**

EXHIBIT B – Draft Contract includes provisions for liquidated damages, which will be assessed against any Vendor that has executed a contract with AOC as a result of this RFP. The ASV will be expected to enter into a contract that contains substantially the

same liquidated damages. AOC, at its sole discretion, will review any exceptions, modifications and/or additions to liquidated damages submitted in EXHIBIT D. In no event is a Vendor to submit its own list of qualifying events to which liquidated damages should be considered.

Vendor must provide a statement indicating its willingness to accept the inclusion of liquidated damages in any mutually negotiated contract resulting from this RFP.

#### 2.2.15 Source Code Escrow (M)

The ASV will be expected to enter into a Source Code Escrow Agreement identifying AOC as a beneficiary for all deposited source code placed in the escrow account created in compliance to this RFP and any awarded Contract. Vendor is responsible to select an escrow company and submit a copy of the escrow agreement in Volume IV of its proposal. All parties providing source code under any awarded Contract must be willing to be identified as a depositor and agree to the terms of the Source Code Escrow Agreement. See EXHIBIT B for contractual terms and conditions regarding Source Code Escrow.

Vendor must provide a statement indicating its willingness to accept the inclusion of a Source Code Escrow Agreement in any mutually negotiated contract resulting from this RFP. This statement shall be deemed inclusive of all subcontractors and third party software owners as identified in any RFP proposal submitted by a Vendor.

#### 2.2.16 Contract Terms and Conditions (M)

The Apparent Successful Vendor will be expected to enter into a contract that is substantially the same as the draft contract attached hereto as EXHIBIT B. Many clauses are required by Washington State law and cannot be negotiated. **In no event is a Vendor to submit its own standard terms and conditions in response to this solicitation and to do so will be grounds for disqualification.** AOC will review requested exceptions and accept or reject the same at its sole discretion but **only modifications and/or additions** will be open to negotiations. A Vendor must provide one of the two following statements in response to this mandatory requirement:

“Vendor accepts the terms of the draft contract as provided in EXHIBIT B.”

or

“Vendor accepts the terms of the draft contract as provided in EXHIBIT B, EXCEPT FOR those areas identified in the submitted EXHIBIT D in this RFP Proposal.”

All identified exceptions, modifications, and/or additions shall be included as EXHIBIT D to the Proposal as set forth below in this section. Identify each proposed exception, modification, and/or addition in the following format:

- State the Contract page number as reference.

- State the Contract paragraph in full as originally provided in EXHIBIT B – Draft Contract.
- State the proposed revised paragraph verbiage in full.

**2.2.17 Vendor Profile (M)**

Vendor must provide the following information:

**2.2.17.1 Legal Entity - Vendor**

Provide the name, address, telephone number, and fax number of the legal entity with whom AOC may execute any Contract(s) arising from this procurement.

**2.2.17.2 Legal Status - Vendor**

Describe the legal status of Vendor; for example, corporation (including state of incorporation), limited liability corporation (including state of incorporation), partnership (including state of registration), sole proprietor, etc. Additionally, provide a Federal Employer Tax Identification number (TIN) and Washington State Unified Business Identification (UBI) number. See Section 3.2.5 for further UBI information.

**2.2.17.3 Principal Officers and Account Manager - Vendor**

Furnish the name, address, e-mail address, telephone number, and fax number of the principal officers of your firm and the proposed account manager for any Contract arising from this procurement.

**2.2.18 Major Subcontractor Profile (M)**

Vendor must provide the following information:

**2.2.18.1 Legal Entity Contact Information- Major Subcontractor(s)**

Provide the name, address, telephone number and fax number of the legal entity of any Major Subcontractor whom Vendor has identified in its proposal to this RFP.

**2.2.18.2 Legal Status – Major Subcontractor(s)**

Describe the legal status of any Major Subcontractor (corporation [including state of incorporation], limited liability corporation [including state of incorporation], partnership [including state of registration], sole proprietor, etc.) with whom Vendor has identified in its proposal to this RFP. Additionally, provide a Federal Employer TIN and, if available, a Washington State UBI number for each Major Subcontractor.

**2.2.18.3 Principal Officers and Account Manager Contact Information – Major Subcontractors**

Provide the name, address, e-mail address, telephone number, and fax number of the principal officers and the proposed account manager of each Major Subcontractor whom Vendor has identified in its proposal to this RFP.

#### **2.2.19 Prior Contract Performance – Terminated for Default (M)**

If Vendor had any Contract terminated for default during the five (5) years immediately preceding the date of this RFP, Vendor must describe all such incidents. Termination for default is defined as notice to stop performance due to Vendor's non-performance or poor performance and the issue was (a) not litigated in court or in an alternative dispute resolution setting or (b) litigated, either in court or in an alternative dispute resolution setting, and the decision or judgment was that Vendor was in default.

Submit full details of all terminations for default experienced by Vendor in the past five (5) years, including the other party's name, address, and telephone number. Present Vendor's position on the matter.

If Vendor has experienced no such terminations for default in the past five (5) years, so declare.

It is not acceptable for Vendor to state that the requested information will be provided only if and when Vendor is selected as the Apparent Successful Vendor. It also is not acceptable for Vendor to include only legal action that resulted from terminations for default.

#### **2.2.20 Prior Contract Performance – Terminated for Convenience (M)**

If Vendor had any Contract terminated for convenience by Vendor client during the five (5) years immediately preceding the date of this RFP, Vendor must describe all such incidents. Termination for convenience is defined as notice received by Vendor to immediately stop performance under any Contract, but not due to Vendor's non-performance or poor performance.

Submit full details of all terminations for convenience experienced by Vendor in the past five (5) years, including the other party's name, address, and telephone number. Present Vendor's position on the matter.

If Vendor has experienced no such terminations for convenience in the past five (5) years, so declare.

### **2.3 BUSINESS REFERENCES (M)**

Vendor must supply references for Vendor organization and any major Subcontractor(s) in the manner described below in Sections 2.4.1 and 2.4.2.

For example, a submitted proposal is comprised of a proposed project team which includes the Vendor, acting as the contracting and project lead, and two (2) Major Subcontractors. Vendor would be required to submit EXHIBIT E from three (3) different references. Each of the major Subcontractors would be required to submit EXHIBIT F from three (3) different references. The composition of this proposed project team would

result in the requirement of a total of nine (9) reference forms to be submitted as part of the Vendor's proposal in order to be found responsive to this requirement.

Furthermore, AOC understands there have been long standing partnerships which may result in the Vendor and/or Major Subcontractor(s) submitting the same client as a business reference. Same clients will be accepted; nevertheless, both the Vendor and any Major Subcontractor(s) are strongly encouraged by AOC to submit different clients in EXHIBITS E and F.

### **2.3.1 Vendor Business References (M)**

Vendor must supply names, addresses, and telephone numbers of a minimum of three (3) non-Vendor owned business references for which Vendor has completed similar work within the last five (5) years. Include a brief description of the type of service provided. All customer references should be of comparable size and complexity to the AOC project. Vendor must grant permission to the AOC to independently contact the references at AOC's convenience. Do not include current AOC staff as references. EXHIBIT E provides a form that must be completed for each of the references.

### **2.3.2 Major Subcontractor Business References (M)**

Vendor must supply names, addresses, and telephone numbers of a minimum of three (3) non-Vendor/Subcontractor owned business references for which any major Subcontractor has completed similar work within the last five (5) years. Include a brief description of the type of service provided. All customer references should be of comparable size and complexity to the AOC project. Vendor must grant permission to the AOC to independently contact the references at AOC's convenience. Do not include current AOC staff as references. EXHIBIT F provides a form that must be completed for each of the references.

### **2.3.3 Business Reference Survey (M)**

Vendor must submit EXHIBIT G to all business references that are supplied in response to Section 2.4.1 above. All Major Subcontractors included in Vendor proposal must also submit EXHIBIT G to those business references that are supplied in response to Section 2.4.2 above.

Each business reference is required to complete EXHIBIT G independently from proposing Vendor and any Major Subcontractors, including commentary and the rating of all scored items. *EXHIBIT G must be completed independently from proposing Vendor and any proposed Major Subcontractors.*

Each completed business reference survey must be submitted directly to the RFP Coordinator by a representative of the business reference, not by the proposing Vendor or Major Subcontractor. For each business reference, it is the sole responsibility of proposing Vendor or Major Subcontractor to track and confirm completion and submittal of this form to the RFP Coordinator.

Only one survey from each business reference will be accepted by AOC. Instructions for completion and submittal of the business reference survey are included in EXHIBIT G. EXHIBIT G must **not** be included in any part of a submitted Vendor proposal. Any completed EXHIBIT G submitting as part of a Vendor proposal will be disregarded.

### 3. FINANCIAL AND ORGANIZATION REQUIREMENTS

#### 3.1 SECTION REQUIREMENTS

*This section requires information concerning the financial and organizational capacity of Vendor submitting a proposal in response to this RFP. All items in this section marked (M) must be included as part of Vendor's proposal to be considered responsive. Vendors must provide all information in the exact order specified in this section.*

*Preference will be given to Vendor responses that are brief, clear, and directly address the specific requirement.*

*Responses to this section must be stand-alone in order to facilitate evaluation and scoring.*

#### 3.2 FINANCIAL INFORMATION (M)

Vendor must provide all information requested in the exact order specified below. This section is scored on a pass/fail basis. Failure to respond to any mandatory requirements will be viewed as nonresponsive and the proposal may be disqualified.

##### 3.2.1 **Financial Statements (M)**

###### **3.2.1.1 Vendor Financial Statements (M)**

Vendor must provide the last three (3) years of comparative financial statements or annual reports with the name, address, and telephone number of a contact in the company's principal financing or banking organization. Alternatively, financial statements or annual reports from the parent company may be submitted to partially demonstrate compliance to this requirement.

###### **3.2.1.2 Major Subcontractor(s) Financial Statements (M)**

Financial statements must be provided for any subcontractor providing goods or services in excess of 20 percent of the contract value of Vendor's proposal. This must include the last three (3) years of comparative financial statements or annual reports with the name, address, and telephone number of a contact in the company's principal financing or banking organization. Alternatively, financial statements or annual reports from the parent company may be submitted to partially demonstrate compliance to this requirement.

##### 3.2.2 **Alternatives for Nonpublic Corporations (M)**

If Vendor is not a publicly held corporation, it must comply with section 3.2.1 by providing the following information:

###### **3.2.2.1 Business Description (M)**

Vendor must describe the proposing organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that would enable proposal evaluators to determine the stability and financial strength of the organization.

### 3.2.2.2 **Banking Reference (M)**

- Vendor must provide a reference from the company's current bank.
- Vendor must provide a credit rating report and name the rating service. The credit rating report must identify the credit rating score.

### 3.2.3 **D-U-N-S Number (M)**

Vendor must provide its Dun & Bradstreet D-U-N-S number.

### 3.2.4 **Federal Employer TIN (M)**

Vendor must provide its Federal Employer TIN.

### 3.2.5 **Washington UBI Number (M)**

Vendor must provide its UBI number. A UBI number is a nine-digit number that registers a company with several state agencies and allows that company to do business in Washington State. A UBI number is sometimes called a tax registration number, a business registration number, or a business license number. Please visit the Washington State Department of Revenue's Web site at the link below for more information on business registration requirements.

<http://dor.wa.gov/Content/DoingBusiness/RegisterMyBusiness/Default.asp>

If Vendor does not have a UBI number, Vendor must indicate in its response to this section "<Vendor Name> confirms that we will register for a UBI number within ten (10) business days of notification of contract award."

## 3.3 **BUSINESS DESCRIPTION AND ORGANIZATION (M)**

Vendor must provide all information requested below.

### 3.3.1 **Business Identification (M)**

Vendor must provide an overview of Vendor, including but not limited to the following:

- Vendor's name and address and main business location.
- The location of the facility from which Vendor would operate, the telephone, fax, and e-mail address.
- Vendor's start-up date.
- Summary of Vendor's pertinent expertise, skills, client base, and services that are available for this project.

### 3.3.2 **Company Officers (M)**

Vendor must provide the names, addresses, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).

Vendor must state the name, the title or position, address, e-mail address, fax, and telephone numbers of the individual who would have primary responsibility for the project resulting from this RFP. Vendor must disclose who within Vendor organization will have prime responsibility and final authority for the work under the proposed contract. Vendor must name other individuals providing service on the project.

### 3.3.3 **Legal Status (M)**

Describe the legal status of Vendor; for example, corporation (including state of incorporation), limited company (including state of incorporation), partnership (including state of registration), sole proprietorship, etc.

## 4. MANAGEMENT PROPOSAL

### 4.1 SECTION REQUIREMENTS

*This section requires information about the qualifications of the proposing Vendor and Major Subcontractors, setting forth the mandatory minimum organizational requirements. In addition, it requires information about the proposed project team, approach, work plan, project management approach, and system support approach. In addition, it requires that Vendor list all assumptions related to this section of the proposal. Vendor must indicate compliance or noncompliance for all requirements marked Mandatory (M) and Mandatory Scored (MS). Vendor must provide detailed information for all requirements designated as Mandatory Scored (MS). Vendors must provide all information in the exact order specified in this section.*

*Vendors are encouraged to include information in their responses that is critical to service delivery and provides competitive advantage. AOC does not desire highly conceptual responses. Preference will be given to Vendor responses that are brief, clear, and directly address the specific requirement.*

*Responses to this section must be stand-alone in order to facilitate evaluation and scoring.*

### 4.2 VENDOR AND MAJOR SUBCONTRACTOR QUALIFICATIONS (MS)

#### 4.2.1 **Minimum Organizational Requirements (MS)**

The AOC is seeking a solution from a Vendor with the organizational resources and track record for implementing an ECMS of the scope and scale of this project. Vendor must meet the minimum organizational requirements listed below.

##### **4.2.1.1 *Prior Court Implementation (MS)***

Vendor must have implemented an Enterprise Content Management solution in a court environment.

In response to this section, Vendor must provide the following for each implementation:

- Client name and location
- Contract start date
- Initial implementation date (date the first court went into live operation)
- Final implementation date (date the last court went into live operation)
- Application title(s) and version number(s)
- A concise description of the engagement, covering:
  - Client objectives
  - Scope system capabilities
  - Scale (number of courts, judges, clerks, administrators, and others served)

- Approach
- Risks
- Results

#### **4.2.1.2 Product Certification (M)**

Vendor must be approved, trained, and authorized to sell, install, and configure the base Enterprise Content Management product. Vendor must provide a statement describing its relationship with the company providing the base product.

#### **4.2.1.3 Long-Term Product Life Cycle Plan and Track Record (MS)**

Vendor must have a documented product life cycle plan for the application(s) proposed for the AC-ECMS. This product life cycle must span at least 6 years including 2013 and must include 1 or more prior years.

In response to this section, Vendor must provide a copy of its product life cycle plan for the application(s) proposed for the AC-ECMS. Vendor must also present a detailed description of its performance against this plan.

#### **4.2.1.4 Implementation Assistance Organization (MS)**

Vendor must have a documented strategy and an established organization to support implementation of the proposed application(s) for its clients. This may be resourced internally or externally to the proposing Vendor's organization.

In response to this section, Vendor must provide a description of each implementation support organization, its structure, its number and type of managers and staff, the implementation standards and protocols employed, and the services provided.

#### **4.2.1.5 Product Support Organization (MS)**

Vendor must have a documented strategy and an established organization to provide ongoing support of the proposed product(s) for its clients. This may be resourced internally or externally to the proposing Vendor's organization. It may be a combination of organizations.

In response to this section, Vendor must provide a description of each product support organization, its structure, its number and type of managers and staff, the support protocols employed, and the services provided.

#### **4.2.1.6 Source Code Escrow (M)**

The AOC must have access to application source code in the event Vendor is unable or unwilling to provide necessary updates to programs. This can either be provided by including the source code as part of what is delivered to the AOC, or by agreeing to place the source code in escrow.

In response to this section, Vendor must provide a description of how they will provide and fund source code escrow to meet the requirements of this section. In addition, Vendor must describe how AOC will be informed of Vendor's submission of software to escrow. In the event that Vendor proposes to employ a

third-party escrow agent, the escrow agreement must be submitted in response to this section.

#### 4.2.2 **Vendor Qualifications (MS)**

Vendor must provide a concise description of three (3) relevant experiences in implementing an enterprise content management system. This should include providing technologies, software, and services. Vendor should demonstrate substantial experience in providing these solutions to state court administrations and the courts they serve. These descriptions should be in sufficient detail to demonstrate to evaluators Vendor's capability in delivering such a system.

#### 4.2.3 **Major Subcontractor Qualifications (MS)**

If Vendor proposes to employ Major Subcontractor(s), Vendor must provide a concise description of three (3) relevant experiences for each Subcontractor in support of implementing an enterprise content management system. The description should include providing technologies, software, hardware, and services on a statewide basis to court of general jurisdiction. Vendor should demonstrate substantial Subcontractor experience in providing goods and services to state court administrations and the courts they serve. These descriptions should be sufficient detail to demonstrate to evaluators Vendor's capability in delivering such a system.

### 4.3 **PROPOSED PROJECT TEAM (MS)**

Vendor must provide a brief overview of how the project team will be organized, including each project team member, who will perform each element of the work, and where the work will be performed.

#### 4.3.1 **Key Project Staff (MS)**

Vendor must identify all staff members filling key roles on the project team and describe their roles on the project. Vendor must state the name, title or position, e-mail address, mailing address, and telephone number of the individual who will have primary responsibility for service delivery. Vendor must disclose who within the firm will have prime responsibility and final authority for the Services provided under the proposed contract.

Vendor may not change or replace any of the staff assigned to this Contract without prior approval of the AOC, which approval will not be unreasonably withheld. Vendor is not responsible for delays or repeated tasks caused by factors outside its control. These factors include, but are not limited to, availability of AOC personnel, equipment, and telecommunication provider services.

Vendor will use commercially reasonable efforts to take into account the AOC's schedule, but in all events, the performance of Services is subject to the availability of the AOC personnel and resources, as determined by the AOC.

Vendor shall be responsible to ensure that all its employees are properly trained, certified, or licensed as appropriate and are properly qualified by education and experience to

perform the work. Vendor shall avoid overstaffing the work or shuffling personnel assigned to said work.

#### **4.3.2 Proposing Vendor's Project Organization Chart (MS)**

Vendor must propose a project organization capable of performing the scope of work and successfully providing the proposed solution. This team must provide, at a minimum, the following capabilities:

- Project management.
- Analysis design.
- Solution configuration.
- Report development.
- Deployment.
- Testing.
- Technical writing.
- Build and release management.
- Document conversion.
- Training.
- Solution support and maintenance.

Vendor must provide a description of the proposed service organization, describe how the team will be managed during the course of service delivery, and provide a project team organization chart for its proposed team. This must present the reporting relationships with the AOC.

#### **4.3.3 Proposing Vendor's Responsibilities and Qualifications (MS)**

As provided in Section 4.3.1, Vendor must identify responsibilities and qualifications of key project staff who will be assigned to service delivery. For all named staff, Vendor must provide a detailed biography of experience relevant to their roles. Resumes for each of these persons must be provided in response to this section. The resumes must include information regarding their particular skill sets, professional certifications, education, experience, significant accomplishments, and other pertinent information. They must be no longer than two pages for each key project staff member.

#### **4.3.4 Staff Certifications (M)**

Vendor must provide, for each of the key project staff, a complete description of any required certification, including but not limited to, name of staff, type of certification, date of issuance, and date of expiration. Compliance to this requirement shall be required of the ASV for key project staff replaced during any contract term.

#### 4.4 STATEMENT OF WORK (MS)

##### 4.4.1 Overall Approach (MS)

Vendor must fully describe the proposed approach to meet or exceed project goals and the requirements of the RFP. Vendor shall present the general strategies and tactics that will be employed to meet the objectives, timeframes, and resource constraints set forth in Statement of Work, EXHIBIT L. Vendor should pay particular attention to the Statement of Work Section 2. Overall Approach.

##### 4.4.2 Approach for Analysis and Design (MS)

Vendor must describe the approach, strategies, tactics, tools, and timing it will employ to perform the initial analysis and design of the AC-ECMS solution. Vendor must describe how it will involve Appellate Court and AOC staff, how analysis and design artifacts will be reviewed and approved, and how analysis and design artifacts will be managed throughout the project.

##### 4.4.3 Approach for Solution Configuration (MS)

Vendor must describe the approach, strategies, tactics, tools, and timing it will employ to configure and, if necessary, modify the proposed application(s) to meet the needs of the Appellate Courts and AOC. Vendor must describe how the Appellate Courts and AOC will cost effectively and efficiently maintain and enhance the resulting system without further assistance from Vendor.

##### 4.4.4 Approach for Report Development (MS)

Vendor must describe the approach, strategies, tactics, tools, and timing it will use to develop the required reports identified in Business Requirements, EXHIBIT J.

##### 4.4.5 Approach for Deployment (MS)

Vendor must describe the approach, strategies, tactics, tools, and timing it will use to implement the AC-ECMS statewide. This must effectively address:

- Rollout phasing
- Advance preparation
- Document conversion
- Installation
- Cutover
- Initial production support
- Communication
- Training

Vendor must describe the role it expects the AOC and the Appellate Courts will play in these efforts.

#### 4.4.6 **Approach for Testing and Quality Assurance (MS)**

Vendor must describe the approach, strategies, tactics, tools, and timing it will use to implement and manage a rigorous test protocol meeting the requirements of the RFP. Vendor must describe how the AOC and the Appellate Courts will cost effectively and efficiently conduct independent Acceptance Testing using the proposed applications and tools throughout the AC-ECMS life cycle, without further assistance from Vendor.

#### 4.4.7 **Approach for Build and Release Management (MS)**

Vendor must describe the approach, strategies, tactics, tools, and timing it will use to manage builds and releases throughout the incremental deployment of the AC-ECMS solution.

#### 4.4.8 **Training Approach (MS)**

Vendor must describe the training approach, strategies, tactics, tools, and timing it will employ to meet the training requirements in this RFP. Vendor must include, at a minimum, the following information in response to this section:

- Development of training materials to support the formal training in the implementation and configuration of the AC-ECMS.
- Description of the type and locations of training sessions to be held throughout the State of Washington. This should also provide information regarding the materials and documentation to be provided with each type of training.
- Description of logistic help for securing all meeting places for the training sessions and equipment necessary for each type of training session (i.e., laptop computer, overhead projector, written materials, etc.).
- Description of the types of class sessions and the intended audience, class size, and course length.
- Description of Vendor staff training to demonstrate proficiency in providing training for the content management system solution being proposed to the AOC for implementation.
- Description of the knowledge transfer and training for court power users/trainers, AOC technical staff, and help desk staff.
- Description of types of training offered by Vendor for users, administrators, developers, etc.

#### 4.5 **DETAILED PROJECT SCHEDULE (MS)**

Vendor must provide a detailed project work plan and schedule for this engagement. It must be presented in a Gantt chart format identifying:

- A work breakdown structure
- Project milestones

- Task dependencies
- Task durations
- When deliverables will be presented for acceptance
- Acceptance timeframes

#### 4.6 PROJECT MANAGEMENT APPROACH (MS)

Vendor must describe its approach, strategies, and tactics for planning, monitoring, controlling, and reporting project performance across all elements within the scope of this engagement. Vendor must describe how it will coordinate its project management efforts and reporting with the efforts of the ISD Project Management Office (PMO).

##### 4.6.1 Project Status Reports (MS)

Vendor must describe how it will compile and deliver the project status information in a manner that meets or exceeds the requirements of this RFP.

Vendor must supply an example of a project status report with its proposal.

##### 4.6.2 Change Management (MS)

Vendor must describe its approach for managing scope, budget, and schedule. This change management approach should include how potential revisions to scope, budget, or schedule will be identified, recorded, reviewed, and potentially approved by the project's Executive Steering Committee. This approach must address coordination with the AOC ISD PMO.

Following contract execution, Vendor and AOC will jointly establish a change management process.

Vendor must supply examples of change management documentation with its proposal.

##### 4.6.3 Issue Resolution (MS)

Vendor and the AOC will jointly establish an issue resolution and communication process.

Vendor must describe its proposed process and implementation approach for issue documentation, tracking, communications, and resolution. This approach must address coordination with the AOC ISD PMO.

Vendor's descriptions must describe in detail how they intend to track, prioritize, escalate, and resolve issues in a timely manner.

Vendor should supply examples of issue management documentation with its proposal.

#### 4.6.4 **Risk Identification and Management (MS)**

Vendor is responsible for planning and implementing a methodology for risk management in coordination with the AOC ISD PMO.

Vendor must describe its risk management approach and methodology, identify potential risks, and discuss steps that might be taken to mitigate those risks.

Vendor should include examples of forms or documents used in the development of a risk assessment and mitigation plan.

#### 4.7 **APPROACH TO SYSTEM SUPPORT (MS)**

Vendor must present a detailed support and maintenance plan as well as a transition plan as part of the proposal. Vendor must submit a maintenance support plan for the proposed solution which defines the system maintenance support that Vendor has proposed. These plans must address all the requirements of the RFP, including but not limited to the support, maintenance, upgrade, and enhancement of application software support and documentation.

The support and maintenance plan shall describe scheduled product releases for the two (2) years following full implementation of the AC-ECMS. In addition, the support and maintenance plan shall describe how AOC can get time-critical enhancements that are required based on changes to legislation. Washington State legislation enacted in April of any year typically is required to be implemented by July 1 of the same year.

#### 4.8 **ASSUMPTIONS (MS)**

Vendor must describe all of the assumptions used in the development of responses to this section of this RFP.

## 5. TECHNICAL REQUIREMENTS

### 5.1 SECTION REQUIREMENTS

*This section requires information about the technical solution proposed to meet the needs of AC-ECMS. Vendor must describe its proposed technology architecture and software required and proposed to effectively implement, operate, and maintain the solution. Vendor must describe how software will be deployed, installed, and configured. In addition, Vendor must describe how data/documents will be converted and the technical documentation that will be provided.*

*Vendors should review Exhibit H Technical Requirements, Exhibit R Context Exhibit – Appellate Court Scanner Information, and Exhibit S Context Exhibit – Solution Framework prior to responding to this section.*

*Vendors must indicate compliance or noncompliance for all requirements marked Mandatory (M) and Mandatory Scored (MS). Vendor must provide detailed information for all requirements designated as Mandatory Scored (MS). Vendors must provide all information in the exact order specified in this section.*

*Finally, this section requires that Vendor list all assumptions related to this section of the proposal.*

*Vendors are encouraged to include information in their responses that is critical to service delivery and provides competitive advantage. AOC does not desire highly conceptual responses. Preference will be given to Vendor responses that are brief, clear, and directly address the specific requirement.*

*Responses to this section must be stand-alone in order to facilitate evaluation and scoring.*

### 5.2 RESPONSE TO TECHNICAL COMPLIANCE MATRIX (MS)

EXHIBIT H provides the AC-ECMS Technical Requirements. This exhibit provides the technical requirements in the following thirteen categories:

- Technology
- Productivity
- Performance
- Availability
- Logging
- Security
- Usability
- Interoperability
- Maintainability
- Upgradeability
- Disaster Recovery and Recoverability
- Data Migration

- General
- Miscellaneous Requirements

Vendor must describe how its solution complies with the requirements in this document using the EXHIBIT I – Technical Requirements Compliance Matrix, following the detailed instructions in that exhibit.

Vendor responses to requirements marked Desirable and Desirable Scored may add points to the Technical Requirements score.

### 5.3 SOFTWARE REQUIREMENTS (MS)

License agreements must be submitted in Volume IV of Vendor’s response to this RFP.

### 5.4 INSTALLATION REQUIREMENTS

Vendor must identify the efforts and resources required to completely and successfully install the proposed solution by responding to the following subsections.

#### 5.4.1 **Software Installation (MS)**

Vendor must fully describe the tasks, schedule, and resources required to install the software that supports the proposed solution. Resources considered in this description must include but are not limited to specialized information technology and communications personnel, hardware, software, and infrastructure resources; specialized tools; and ancillary goods. The description must explain what tasks, schedule, and resources are required to install the software at the AOC data center. Vendor must identify which tasks it expects the AOC to perform and what resources it expects the AOC to provide.

### 5.5 CONFIGURATION REQUIREMENTS (MS)

Vendor must fully describe the tasks, schedule, and resources required to configure the hardware, software, and infrastructure to support the proposed solution. Resources considered in this description must include but are not limited to specialized information technology and communications personnel, specialized tools, and ancillary goods. The description must explain what tasks, schedule, and resources are required to configure the solution at the data center. Vendor must identify which tasks it expects the AOC to provide.

### 5.6 SOFTWARE DEPLOYMENT (MS)

Vendor must fully describe the tasks, schedule, and resources required to initially deploy software to support the proposed solution. In addition, Vendor must provide a parallel description of the requirements for testing and deploying software updates and upgrades. Resources considered in this description must include but are not limited to specialized information technology and communications personnel, specialized tools, and ancillary goods. The description must explain what tasks, schedule, and resources are required to deploy all required software at the data center. Vendor must identify which tasks it expects the AOC to provide.

## 5.7 ASSUMPTIONS (MS)

Vendor must describe all of the assumptions used in the development of responses to this section of this RFP.

## 6. BUSINESS REQUIREMENTS

### 6.1 SECTION REQUIREMENTS

*This section requires information about how Vendor's solution meets the operational needs of the Appellate Courts and Appellate Court Administrators/Clerks in Washington.*

*Vendors should review Exhibit J Business Requirements, Exhibit R Context Exhibit – Appellate Court Scanner Information, and Exhibit S Context Exhibit – Solution Framework prior to responding to this section.*

*Vendors must indicate compliance or noncompliance for all requirements marked Mandatory (M) and Mandatory Scored (MS). Vendor must provide detailed information for all requirements designated as Mandatory Scored (MS). Vendors must provide all information in the exact order specified in this section.*

*Finally, this section requires that Vendor list all assumptions related to this section of the proposal.*

*Vendor is encouraged to include information in its responses that is critical to service delivery and provides competitive advantage. AOC does not desire highly conceptual responses. Preference will be given to Vendor responses that are brief, clear, and directly address the specific requirement.*

*Responses to this section must be stand-alone in order to facilitate evaluation and scoring.*

### 6.2 RESPONSE TO BUSINESS REQUIREMENTS COMPLIANCE MATRIX (MS)

The AC-ECMS Business Requirements are included in EXHIBIT J.

The Business Requirements are categorized in the following areas:

#### 6.2.1 **Core Business Requirements**

EXHIBIT J lists the core business requirements in thirteen categories:

- Administration
- Business Application Interface
- Electronic Forms
- Manage Case
- Manage Documents
- Manage Entity
- Manage Records

- Scheduling Cases
- Search
- Reporting
- User Interface
- General Business System

### 6.2.2 **Workflow Requirements**

EXHIBIT J lists the Workflow Requirements. Each step in the criminal notice of appeal process is listed with a brief description, the requirements and the data elements captured. Each step corresponds to a box in the Criminal Notice of Appeal workflow diagram that is Appendix A to EXHIBIT J. Additional workflows that are needed to conduct the Appellate Courts' business are identified. The workflows use some or all of the steps described in the criminal notice of appeal.

Vendor must describe how its solution complies with the business requirements in EXHIBIT J using the Business Requirements Compliance Matrix in EXHIBIT K. Vendor must follow the detailed instructions in EXHIBIT K.

Vendor responses to requirements marked Desirable and Desirable Scored may add points to the Business Requirements score.

### 6.3 **ASSUMPTIONS (MS)**

Vendor must describe all of the assumptions used in the development of responses to this section of this RFP.

## 7. SERVICE AND DELIVERABLE REQUIREMENTS

### 7.1 SECTION REQUIREMENTS

*This section requires information about how Vendor will provide the services required to effectively implement AC-ECMS in all of the Washington Appellate Courts. Vendor must confirm that they will provide the required services and deliverables. Finally, this section requires that Vendor list all assumptions related to this section of the proposal.*

*Vendors must indicate compliance or noncompliance for all requirements marked Mandatory (M) and Mandatory Scored (MS). Vendor must provide detailed information for all requirements designated as Mandatory Scored (MS). Vendors must provide all information in the exact order specified in this section.*

*Vendors are encouraged to include information in their responses that is critical to service delivery and provides competitive advantage. AOC does not desire highly conceptual responses. Preference will be given to Vendor responses that are brief, clear, and directly address the specific requirement.*

*Responses to this section must be stand-alone in order to facilitate evaluation and scoring.*

### 7.2 RESPONSE TO SERVICE REQUIREMENTS COMPLIANCE MATRIX (MS)

The minimum services that make up the scope of work for this engagement are listed in EXHIBIT M. The exhibit lists the service requirements in eleven (11) categories:

- Project Management
- Analysis and Design
- Solution Configuration
- Report Development
- Deployment
- Testing and Quality Assurance
- Build and Release Management
- Document Conversion
- Training
- Production Support
- Disaster Recovery

Vendor must confirm that it will perform the required services within the scope of this engagement. It must do so by completing the Service Requirements Compliance Matrix in EXHIBIT M, following the detailed instructions in that exhibit.

### 7.3 DELIVERABLE REQUIREMENTS (MS)

The required services in EXHIBIT M will produce a number of deliverables. Vendor must specify that it will produce the deliverables listed in EXHIBIT N – Deliverable

Requirements Compliance Matrix, by completing the matrix in that exhibit and following the detailed instructions. If Vendor proposes to deliver additional work products, it must use that exhibit to specify those deliverables.

#### 7.4 WARRANTY REQUIREMENTS (M)

Vendor warrants that all software meets the functional and performance requirements as described in this RFP. Vendor warrants that all goods and work products provided under this contract are free of defects and faults in material, design, and workmanship conditions. If Vendor requires a certified installation for ongoing maintenance and support, Vendor must identify that and provide a proposed cost for the certified installation in response to Section 8 below. The AOC reserves the right to accept or reject this service and utilize other certified installers of Vendor's proposed hardware and software.

If Vendor does not require a certified installation for ongoing maintenance and support, so declare.

#### 7.5 STANDARDS OF PERFORMANCE AND ACCEPTANCE (MS)

##### 7.5.1 **Standards of Performance**

The proposed solution must meet the following standards of performance:

- AC-ECMS should operate 24 hours a day, 7 days a week.
- Downtime affecting more than 50 percent of court staff, due solely to AC-ECMS failure, must be less than 0.001 percent measured annually.
- All components of the AC-ECMS must be fully functional within 30 minutes of a failure of a vendor-provided component.

The proposed services must enable and directly support this level of application performance.

##### 7.5.2 **Standards of Acceptance (MS)**

Vendor must meet the standards of acceptance set forth in its response to EXHIBIT N.

#### 7.6 ASSUMPTIONS (MS)

Vendor must describe all of the assumptions used in the development of responses to this section of this RFP.

## 8. PROPOSED SOLUTION COSTS

### 8.1 SECTION REQUIREMENTS

*This section establishes the Cost Proposal requirements for this RFP. Vendors must indicate compliance or noncompliance for all requirements marked Mandatory (M) and Mandatory Scored (MS). Vendors must respond to and provide detailed information for all items designated Mandatory (M) and Mandatory Scored (MS) requirements. Vendors must provide all information in the exact order specified in this section.*

*Vendors are encouraged to include information in their responses that is critical to service delivery and provides competitive advantage. AOC does not desire highly conceptual responses. Preference will be given to Vendor responses that are brief and clear and directly address the specific requirement.*

*Responses to this section must be stand-alone in order to facilitate evaluation and scoring.*

### 8.2 PRICING INFORMATION (M)

This procurement will involve a negotiated contract involving software and professional services. The lowest-priced proposal will not necessarily be the winner of this procurement.

### 8.3 AWARD NOT BASED ON PRICE ALONE (M)

The evaluation process is designed to award this procurement not necessarily to the Vendor with the lowest cost, but rather to the Vendor whose Proposal best meets the requirements of this RFP.

### 8.4 STATE SALES TAX (M)

Vendor will be required to collect and pay Washington State sales tax, if applicable.

### 8.5 COST PROPOSAL SHEETS

The Cost Proposal Sheets only apply to requirements marked as Mandatory and Mandatory Scored.

Errors in computations are the sole responsibility of the Vendor.

#### 8.5.1 **Detailed Deliverable Costs (MS)**

The Detailed Deliverable Cost Sheets are included in EXHIBIT P. Vendor must use these worksheets, in accordance with the instructions in the exhibit, to identify the detailed costs that compose the total cost of each proposed deliverable.

#### 8.5.2 **Summary Deliverable Costs (MS)**

The Summary Deliverable Cost Sheet is included in EXHIBIT P. Vendor must list each proposed deliverable and its total cost.

### 8.5.3 Detailed Service/Support Costs (MS)

The Detailed Service/Support Cost Sheets are included in EXHIBIT Q. Vendor must use this worksheet, in accordance with the instructions in the exhibit, to identify the detailed costs that compose the total cost of each proposed service/support.

### 8.5.4 Summary Service/Support Costs (MS)

The Summary Service/Support Cost Sheet is included in EXHIBIT Q. Vendor must list each proposed service/support and its total cost.

## 8.6 ASSUMPTIONS AND TERMS AFFECTING COSTS (MS)

Vendor must describe all assumptions used in the development of its response to this section of this RFP.

### 8.6.1 10-Year License Fee Schedule (MS)

The AOC is seeking perpetual, nonexclusive licenses for the commercially provided software components included in the proposed solution. Vendor must list all proposed commercially provided software components and identify the term of the license for each. If the license term is limited, Vendor must specify the renewal price. If more than one renewal would be required before 2023, Vendor must present a schedule of renewal prices. All submitted pricing should include an annual cap of no more than 5 percent for each subsequent year identified in any fee schedule submitted by the Vendor.

Vendor must provide the 10-year license fee schedule as provided within Exhibit Q.

### 8.6.2 10-Year Service/Support Fee Schedule (MS)

Vendor is required to propose ongoing support Services in response to Section 7 of this RFP. Vendor must present a schedule of the annual fee for this support through 2023. All submitted pricing should include an annual cap of no more than 5 percent for each subsequent year identified in any fee schedule submitted by the Vendor.

Vendor must provide the 10-year service/support schedule as provided within Exhibit Q.

## 8.7 FIXED FIRM PRICE CERTIFICATION (MS)

Vendor must submit a lump-sum cost for the overall mandatory Deliverables, Services, 10-year license fees, and 10-year service/support fees required in this RFP using the Fixed-Price Certification in EXHIBIT O. This form must be signed by a person authorized to bind Vendor to a contract. Cost shall be inclusive of all expenses.

## 8.8 COSTS FOR DESIRABLE REQUIREMENTS (M)

Vendor must submit a list of costs for the Desirable and Desirable Scored requirements they agreed to deliver. These costs will not be used in the Cost Proposal calculation.

Vendor must provide itemized costs in a separate document using the format below.

## Desirable/Desirable Scored Requirements Costs

<b>Desirable/Desirable Scored Business Requirements</b>		
<b>Requirements Category</b>	<b>Priced Requirement Numbers</b>	<b>Category Cost</b>
1.2 Business Application Interface		\$
1.4 Manage Case		\$
1.5 Manage Documents		\$
1.6 Manage Entity		\$
1.7 Manage Records		\$
1.8 Scheduling Cases		\$
1.9 Search		\$
1.11 User Interface		\$
<b>Business Requirements Subtotal</b>		<b>\$</b>
<b>Desirable/Desirable Scored Technical Requirements</b>		
<b>Requirements Category</b>	<b>Priced Requirement Numbers</b>	<b>Category Cost</b>
Technology		\$
Usability		\$
Maintainability		\$
General		\$
Miscellaneous		\$
<b>Technical Requirements Subtotal</b>		<b>\$</b>
<b>Total Cost of Desirable/Desirable Scored Requirements</b>		<b>\$</b>

## 9. PROPOSAL EVALUATION

Evaluations will be based only upon information provided in Vendor's response. In those cases where it is unclear to what extent a requirement has been addressed, the RFP Coordinator may contact Vendor to clarify specific points in a response. Vendors should take every precaution to assure that all answers are clear, complete, and directly address the specific requirement. Responses will be evaluated in accordance with the requirements set forth in this RFP and any issued addenda.

### 9.1 EVALUATION PROCESS

Vendor responses will be evaluated by subject matter experts. These evaluators will be representatives from the Washington State Supreme Court, the Washington State Court of Appeals and the AOC. The RFP Coordinator will not serve as an evaluator but will facilitate the evaluation process and may develop information for presentation to the team.

The process for awarding a contract as a result of this RFP may be done in phased efforts. Vendor proposals will be evaluated based on the process outlined below. The top scoring Vendor(s) will proceed to the next step in the evaluation process. Proposals with tied scores will be treated equally, and the tied Vendors' proposals will be moved forward to the next phase if they are among the top scoring Vendors and the AOC chooses to further the evaluation process.

The steps in the evaluation process include:

- Receipt of Proposals
- Administrative Review (Pass/Fail)
- Risk Assessment
- Evaluator Review of Proposals (Scored)
- Vendor Demonstrations (Scored)
- Cost Evaluation (Scored)
- Reference Checks (Pass/Fail)
- Summary and Recommendation
- Optional Best and Final Offer

### 9.2 MANDATORY REQUIREMENTS

In the Administrative Review, the RFP Coordinator will review Vendor responses to determine compliance with the Mandatory (M) requirements specified in Sections 2, 3, 4, 5, 6, 7, and 8. Only responses passing all Mandatory requirements will be further evaluated.

In addition, a risk analysis of Vendor’s response to Section 3 shall be completed by AOC to determine Vendor’s ability to successfully complete a contractual engagement due to financial, legal, or organizational risks.

**9.3 MANDATORY SCORED REQUIREMENTS: MANAGEMENT, TECHNICAL, BUSINESS, AND SERVICES**

Responses that pass all Mandatory (M) requirements will be further evaluated and scored. Evaluators will review and assign a score to Vendor responses to Mandatory Scored (MS) requirements in Sections 4, 5, 6, 7, and 8. The score will be based on how well Vendor’s response matches the requirements of each section.

**9.4 MANDATORY SCORED REQUIREMENTS: COST PROPOSAL**

Vendor’s score for the Cost Proposal section will be computed as follows:

The score for Vendor’s Cost Proposal will be computed by dividing the lowest submitted Firm Fixed Price by Vendor’s Firm Fixed Price provided in their signed EXHIBIT O. Then the resultant number will be multiplied by the maximum possible points for the cost section. The costs for Desirable and Desirable Scored requirements described in Section 8.8 will not be used in Cost Proposal calculations.

**Example:**

Vendor A                                 \$100,000.00  
 Vendor B                                 \$115,000.00  
 Vendor C                                 \$130,000.00  
 Maximum Points Possible:     100 points

<b>Vendor A</b>	<b>Vendor B</b>	<b>Vendor C</b>
$\frac{100,000}{100,000}$	$\frac{100,000}{115,000}$	$\frac{100,000}{130,000}$
1 x 100 points	.87 x 100 points	.77 x 100 points
100 points	87 points	77 points

**9.5 PASS/FAIL EVALUATIONS**

Vendors receiving a failing score on any Mandatory requirement shall be viewed as not meeting the minimum Mandatory requirements and may be eliminated from further consideration.

9.6 EVALUATION CRITERIA

Specific Criteria for RFP Evaluation:

<b>Review Component</b>	<b>Results/ Points</b>	<b>Component Weight</b>	<b>Phase Total</b>	<b>Evaluation Phase Weight</b>
Administrative	Pass/Fail			
Management Proposal	100	15%	100%	Phase I 40%
Business Requirements	100	35%		
Technical Requirements	100	35%		
Service Requirements	100	15%		
Demonstrations	100	100%	100%	Phase II 40%
Costs	100	100%	100%	Phase III 20%
Business References	Pass/Fail			
Total				100%

9.7 BEST AND FINAL OFFER

When in the best interest of the AOC, the RFP Coordinator may request a Best and Final Offer from Vendor if their proposal is still being considered for award. Vendor may revise their initial proposal and submit, in writing, its Best and Final Offer.

9.8 AWARD BASED ON MULTIPLE FACTORS

The evaluation process is designed to award the contract to Vendor whose proposal best meets the requirements of this RFP.