



WASHINGTON
COURTS

Request for Proposal

**AOC Learning Management System (LMS)
ACQ-2023-0411-RFP**

4/11/2023 (RFP Released)

**STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS**

**1206 Quince Street SE
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Olympia, Washington 98504-1170**

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1. Introduction

This request for proposal (RFP) is an open invitation to submit proposals for a learning management system (LMS) at the Washington Administrative Office of the Courts (AOC).

The intent is to select one (1) Vendor to provide this service. Through this process, the AOC seeks to develop an operational relationship with the selected Vendor who can support the AOC distance education program.

All questions and inquiries regarding this RFP should be directed to the following RFP Coordinator:

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2. Schedule of Events

Event Description	Date
RFP Released	4/11/2023
Deadline for Receipt of Written Inquiries.....	4/21/2023
Written Responses Delivered	4/28/2023
Proposal Due Date	5/5/2023
Evaluation Period Ends	6/2/2023
Successful Vendor Announced	6/6/2023
Vendor Debriefing.....	6/7/2023-6/9/2023
Protest Period	6/12/2023-6/16/2023
Contract established	6/26/2023-7/21/2023
AOC receives LMS	7/26/2023

3. General Information

3.1. Definitions

Asynchronous: Education or training where participants can participate at different times – not live training. This typically involves eLearning, online courses, and portions of blended courses. This does not require participants be in the same geographic location.

Hybrid Training: Any combination of online and in-person education and training.

Event: Live, in-person, multi-day proceedings with each day containing multiple classes/sessions. Can include online participation.

In-Person Education and Training: Education and training requiring participants to be at the physical location where the training is being offered, usually at an off-site venue.

Learning Management System (LMS): Enterprise-level software application or service that provides online enrollment, content delivery, administration, tracking, and reporting of educational courses, training programs, or learning and development programs. Supports in-person, online, and blended education and training.

Online Education and Training: Can include many different forms of fully-online learning, such as:

- eLearning: Self-paced, stand-alone courses. Fully-online courses that do not have an instructor and can be taken anytime, anywhere (asynchronous).
- Online instructor-led course: An online course that spans days or weeks, led by an online instructor, and includes learning activities such as online discussions, webinars, and assessments (synchronous and/or asynchronous).
- Webinar: Online video conference meeting that mimics live face-to-face discussions (synchronous).

Synchronous: Refers to education or training where participants meet at the same time, whether online or in-person. Also called live training. Synchronous may not require participants be in the same geographic location.

3.2. Purpose of this Request

The purpose of this RFP is to solicit proposals from qualified LMS vendors that meet requirements and capabilities as established by the AOC. The conclusion of this process will result in the selection of one (1) Vendor who will be invited to enter into a contract for the selected LMS product and services.

3.3. Company Background

The AOC provides support services to state, county, and municipal courts throughout the state including the Supreme Court, Court of Appeals, Superior Courts, and Courts of Limited Jurisdiction (District and Municipal Courts).

The AOC's Court Services Division (CSD) is responsible for development and delivery of online education and training to court system personnel, statewide.

3.4. Project Background

AOC currently delivers court system education via live in-person training, live webinars, recorded webinars, and online eLearning. The AOC has determined a strategic need for a LMS, easily accessible through AOC's secure login website, to host its recorded webinars, eLearning, hybrid trainings, and other educational resources.

4. RFP Administration and Instructions to Vendors

4.1 RFP Questions

Specific questions concerning the RFP should be submitted to the RFP Coordinator in writing, by email. Oral responses given to any questions are to be considered preliminary and non-binding. Only written responses to questions will be considered official.

4.2 Response Format

Vendors must submit their responses electronically in Word or PDF format to the RFP Coordinator via email.

4.3 Response Requirements and Content

Vendors must respond to each requirement/question contained in Appendix B, Vendor Response Administrative, and Appendix C, Requirements and Scoring. As long as each response is complete, Vendors may submit multiple responses.

4.4 Response Date and Location

The Vendor's response, in its entirety, must be received by the RFP Coordinator in Olympia, Washington, in accordance with the schedule contained in Section 2 herein (Schedule of Events). Late responses will not be accepted and will be automatically disqualified from further consideration.

Vendors must submit their Proposals electronically. Proposals must be reproducible upon

receipt by AOC on standard 8-1/2 by 11-inch paper.

Vendors assume the risk of delivery of their proposals. The AOC assumes no responsibility for delays. Late responses will not be accepted, nor will additional time be granted to any Vendor.

4.5 Costs of Preparing Responses

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

4.6 Responses Property of the AOC

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

4.7 Proprietary Information/Public Disclosure

All proposals received will remain confidential until the contract is signed and approved by all parties or a decision is made not to award a contract from this RFP. Thereafter, the proposals will be publicly accessible.

Any information contained in a proposal that is considered proprietary by Vendor must be clearly designated as such. Each page must be identified, as well as the specific legal reason (e.g., statute, court rule, case law, etc.) upon which Vendor is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "proprietary" 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, AOC will comply with applicable public disclosure requirements. If any information in the proposal is marked as proprietary, 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 any requestor as a result of a Public Records Request will be provided electronically unless otherwise requested. AOC will charge for copying and shipping any copies of materials. Public Records Requests may be submitted directly to AOC by e-mail to PublicRecordsOfficer@courts.wa.gov.

AOC will retain RFP records in accordance with AOC Records Retention Schedules, with guidance from the Washington State general retention schedules.

4.8 RFP Amendments/Cancellation/Reissue/Reopen

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

4.9 Receipt of Insufficient Competitive Proposals

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

4.10 Minor Administrative Irregularities

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

4.11 Inability to Enter Contract

The AOC reserves the right to eliminate from further consideration any Vendor that the AOC, because of legal or other considerations, is unable to contract with at the time responses are due in accordance with the schedule contained in Section 2 herein (Schedule of Events).

4.12 No Obligation to Enter a Contract

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

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

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

4.13 Multiple Contracts

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

4.14 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 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 Apparently Successful Vendor (ASV), which may include discussion regarding 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 Attachment to the Contract. Vendor must be prepared to accept this RFP for incorporation into a contract resulting from this RFP. The contract may incorporate some or all of Vendor's proposal. At its discretion, 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.

4.15 Non-Endorsement

The selection of a Vendor pursuant to this RFP does not constitute an endorsement of the Vendor's services. The Vendor agrees to make no reference to the AOC in any literature, promotional material, brochures, sales presentations, or the like without the express written consent of the AOC.

4.16 Contract Payment Limitations

The Washington State Constitution provides that the State of Washington may make no advanced payment for goods or services. Therefore, the Vendor should anticipate payment at the end rather than the beginning of the invoice period in which it submits any services for which a payment is due. Invoices should be submitted no more often than monthly.

5. RFP Evaluation

5.1 RFP Responses

Responses *must* include the following:

- All information required in Appendix A.
- All LMS requirements/questions in Appendix B and Appendix C answered/addressed.
- Scoring information is provided in Appendix E.
- Executed Confidentiality Agreement, attached as Appendix G.

5.2 Evaluation Procedure

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this procurement and any amendments issued. The evaluation of proposals will be accomplished by AOC evaluation team(s) who will be responsible for the review, evaluation, and scoring of a section(s) or subsection(s) of the Bidder proposals.

5.3 AOC Evaluation Team

An AOC Evaluation Team (Team) of at least three (3) persons will evaluate the responses to this RFP. The Team will review the vendor information and prices quoted for the required product/service. The Team may also consider past contract performance and may factor into the evaluation technical specifications that exceed the required specifications.

5.4 RFP Clarification

As part of the evaluation process, at the discretion of the Team, vendors may be asked to clarify specific points in their response. However, under no circumstances will the Vendor be allowed to make changes to the response.

5.5 Evaluation and Scoring

The AOC will conduct a three-phased approach to evaluating proposals.

5.5.1 Phase 1: Mandatory Requirements

Each proposal will first be screened to determine if the Vendor complied with the pertinent instructions found herein, and if the proposal meets the Mandatory Requirements in Appendix B. If the Vendor's proposal is incomplete or the response is not organized as requested, the AOC may, at any time, consider the proposal non-responsive and withdraw it from consideration. Proposals that comply with the pertinent instructions and Vendors that meet the Mandatory Requirements will move to Phase 2 in the evaluation process.

5.5.2 Phase 2: Additional Requirements

During this phase of the evaluation process, the evaluators will assess the Vendor's response to the Additional Requirements in Appendix C. The top 2-4 finalists from the Phase 2 evaluation will qualify to proceed to Phase 3.

5.5.3 Phase 3: Product Demonstrations

Finalists that qualify, based on the assessments from Phase 2, will be asked to demonstrate their product via web conference (may be recorded). The demonstrations will be limited to 1.5 hours per Vendor. Scores from Phase 1 and Phase 2 may be adjusted based on demonstrations. Failure to provide a demonstration may be grounds for disqualification.

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 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.

Vendor will conduct a demonstration and discussion to include, but not be limited to, the LMS requirements/features from the following sections in Appendix B and Appendix C:

- Accessibility
- Learning Development
- LMS Administration
- Migration
- Data Security

Additional questions may be asked during a demonstration, at the discretion of AOC.

6. Post Evaluation

6.1 Notification of Selection of Apparently Successful Vendor

Vendors, whose responses have not been selected for further negotiations or award, will be notified via email.

6.2 Debriefing of Unsuccessful Vendors

Vendors who submitted responses that were not selected will be given the opportunity for a debriefing conference. A request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the notification to unsuccessful vendors is e-mailed to vendors. The debriefing must be held within three (3) business days of the request, unless otherwise agreed to by AOC and the requesting Vendor.

Discussion will be limited to critique of the requesting vendor's response. Comparisons between responses or evaluations of other responses will not be allowed. Debriefing

conferences may be conducted in person, on the telephone, or via webinar, at the discretion of the RFP Coordinator, and will be scheduled for a maximum of one (1) hour.

6.3 Protest Procedures

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

A person authorized to bind Vendor to a contractual relationship must sign the protest letter. The agency 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. AOC must also postpone further steps in the acquisition process 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 will 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.

Individuals not involved in the protested acquisition will review the written protest material submitted by Vendor and all other relevant facts known to the agency. 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.

Upon receipt of a protest, a protest review will be held by AOC to review the procurement

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

Protests will not be accepted prior to selection of the ASV. Protests must be received within five (5) business days from the date of the notification of the ASV. The RFP Coordinator or his/her 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. AOC decision is final and no further administrative appeal is available.

6.4 Execution of the Contract

6.4.1 General Terms and Conditions

The Vendor selected will be expected to enter into a contract with the AOC which will contain special terms and conditions related to this RFP and general terms and conditions. The Special Terms and Conditions will be based on the product/services to be provided as described in this RFP. **In no event is a Vendor to submit its own standard contract terms and conditions as a response to this RFP and such a submittal may be grounds for disqualification.** The general terms and conditions are attached as Appendix F. If Vendor requires variations from the terms and conditions, Vendor must submit changes via writing to the RFP Coordinator as part of the submission.

6.4.2 Criminal Background Check

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

6.4.3 Confidentiality Agreement

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

6.4.4 Hardware and Software Responsibility

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

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

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

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

6.5.1 Commercial General Liability

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

6.5.2 Employers Liability

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

6.5.3 Umbrella Policy

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

6.5.4 Professional Liability Errors and Omissions

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

6.5.5 Crime Coverage

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

6.5.6 Industrial Insurance Coverage

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

****Note:**

Vendor shall pay premiums on all insurance policies.

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

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

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

By requiring insurance herein, the AOC does not represent that coverage and limits will be adequate to protect Vendor. Such coverage and limits shall not limit Vendor’s liability under the indemnities and reimbursements granted to the AOC in this contract.

Appendices

And Supporting Materials

7. Appendix A: Vendor Response Administrative

Vendors must provide the information below.

1. Vendor Name.
2. Contact name, address, telephone number, e-mail address and fax number.
3. A description of the Vendor's legal status (*e.g.*, corporation, sole proprietor, etc.).
4. Vendor's Uniform Business Identifier (UBI) number. Information about the UBI can be obtained by calling the Washington State Department of Licensing, or by visiting its website at: <http://www.wa.gov/dol/bpd/ubiprogram.htm>.
5. A statement that the price quoted in the attached response constitutes a firm offer valid for sixty (60) days following receipt and that the AOC may accept any time within the 60-day period.
6. A statement that no assistance in preparing the response was received from any current or former employee of the state of Washington whose duties relate (d) to this RFP, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP.
7. State if the Vendor or any employee of the Vendor is related by blood or marriage to an AOC employee or resides with an AOC employee. If there are such relationships, list the names and relationships of said parties. Include the position and responsibilities within the Vendor's organization of such Vendor employees.
8. State whether any of the individuals proposed is a current state employee or a former state employee during the past two years. State the employing state agency, individual's title at that state agency, and termination date.
9. If the Vendor has had a contract terminated for cause during the past five (5) years, a description of all such incidents, including the other parties' names, addresses, and telephone numbers. Present the Vendor's position on the matter. Termination for cause is defined as notice to stop performance or delivery due to the Vendor's non-performance or poor performance, and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in cause. If the Vendor has had no such terminations for cause in the past five (5) years, so state. Poor contract performance may cause the Vendor to be eliminated from consideration. FAILURE TO DISCLOSE will result in disqualification of the Vendor and, if applicable, may be grounds for termination of any contract entered with the Vendor.
10. Three (3) references for which the Vendor has provided services of similar size and scope. Include company name, address, contact name, phone number, e-mail address, and date of service. Also produce a brief description of the service(s) provided. The AOC may contact the provided references during the evaluation process.
11. The cost of the proposed LMS product/service.
12. The costs of increased active users after the first year.
13. A statement of any additional costs (if applicable).

8. Appendix B: LMS Mandatory Requirements

See Appendix E for Scoring guidelines.

Item	Description	Score
1.	Accessibility	
1.1.	LMS login (See Appendix D) Provide ability to login to LMS via AOC's authentication system. Support AOC authentication of users via OATH protocols, ideally compatible with Azure AD and/or Azure AD B2C.	
1.2.	System Interoperability Ability to integrate with other AOC systems (e.g., HR database, etc.)	
1.3.	Web content accessibility WCAG 2.0 AA (L2) compliance. Preferably AAA (L3) compliance.	
1.4.	Browsers LMS is accessible from mainstream browsers: Microsoft Edge, Google Chrome, and Firefox.	
1.5.	Individual learning plans Provide ability to enroll users in courses, programs, etc. Rule-based enrollment, based user type, is desired. Create and assign learning plans to include specified sequences of courses (curriculum).	
1.6.	ADA compliant LMS is ADA (Section 508) compliant including operability with common reader apps and multilingual support.	
2.	Learning Development	
2.1.	Online courses Ability to create instructor-led courses delivered synchronous and asynchronous, in-person and online, and blended/hybrid modalities.	
2.2.	Events Ability to create multi-day events delivered via synchronous in-person, online, and blended/hybrid modalities. Can pre-enroll and self-enroll learners to daily sessions (similar to in-person courses). Events can have assigned prerequisite eLearning modules. Events can setup pre-defined notifications.	
2.3.	eLearning Ability to host and upload eLearning modules via AICC SCORM 1.2, SCORM 2004, xAPI/Tin Can API.	
2.4.	Progress tracking Users can track their progress through courses and programs. Progress can also be tracked by managers, instructors, etc.	

Item	Description	Score
2.5.	Certifications Course tracks can lead to certification; allows courses to have prerequisites etc.	
2.6.	Assessments Provide a variety of assessment types such as multiple choice, matching, fill in (essay), surveys, etc.	
2.7.	Marking completion Ability to track completion of individual learning objects (e.g., completion of PDF, video, or other file; completion of eLearning, completion of end-of-course survey, etc.)	
3.	LMS Administration	
3.1.	Create user roles Ability to assign pre-defined and custom user roles. Roles can be assigned unique combinations of LMS functions.	
3.2.	Administrator roles Ability to have separate accounts for administrative purposes. Granular access control should be implemented for each administrator account. Administrator account should not require a license.	
3.3.	Reporting capabilities Ability to create reports, using pre-defined templates, and custom reports. Can distribute reports to specified individuals/groups automatically or on-demand. Ability to restrict access to reports based on role / account.	
4.	Migration	
4.1.	Existing LMS Ability to migrate user data from existing LMS.	
4.2.	Existing courses Ability to migrate courses from existing LMS.	
4.3.	Existing GUI Ability to migrate custom theme/branding from existing LMS.	
4.4.	Familiarize Ability to quickly learn new LMS functionality, compared to current institutional LMS knowledge.	
4.5.	Exit strategy All user data and course status can be easily exported using a common format such as xml or csv	
5.	Data Security	
5.1.	Hosting location Store/host applications, services, and data in secure location(s). Describe where the service is hosted (all data must be stored in the United States)	

Item	Description	Score
5.2.	Cloud hosting Please provide the compliance standards (FedRamp, StateRamp etc.) and auditing standards (SSAE, SOC 1, 2 OR 3, etc.) which applies to the LMS and its environment.	
5.3.	Accessing the service Provide adequate security to access the service. Describe how users and administrators access the service.	
5.4.	Authentication (with reference to 1.1 and 1.2) Provide secure authentication method. What is the default password complexity? (e.g., Federated? Multi-factor?) If MFA, then it must be a phish resistant MFA solution. Provide example(s) of your authentication method.	
5.5.	Browser dependencies List and describe any third-party software dependencies and components (e.g., browser, plugins, installed clients or apps) and whether these applications can be updated as soon as security vulnerabilities are detected. Are all third-party (plugins, apps, etc.) dependencies running the supported or latest version?	
5.6.	Data exposure Records only learning data (names, emails, course completion data, etc.) and does not expose critical AOC data (court data, PII, etc.).	
5.7.	Links to AOC data For login methods (See Appendix D), describe how the service securely transfers user data (name, email, etc.) from AOC to the LMS so that critical AOC data is protected.	
5.8.	Sensitive data encryption All sensitive User data must be encrypted at rest using a National Institute of Standards and Technology (NIST) approved algorithm.	
5.9.	Data in transit All connections must be encrypted using a NIST approved algorithms.	
5.10.	Infrastructure requirements Describe AOC infrastructure requirements to support the service (servers, databases, licenses, firewall exclusions, etc.)	
5.11.	Security updates LMS Vendor must agree that timely 'patching' of security vulnerabilities for any external applications for which their product is dependent upon (browsers, JAVA or Adobe plugins, etc.), will not result in an outage of the LMS service. All dependencies must be at the latest version or still be supported.	

Item	Description	Score
	AOC will not run outdated or unsupported components. AOC must be able to implement critical security updates without coming into conflict with Vendor products that cease to work when browsers or plugins are updated.	
5.12.	Uptime The Vendor will deliver 99.99% of uptime for LMS system. Uptime is a measure of system or application reliability, expressed as the percentage of time a machine/application, has been working and available for end users. Uptime doesn't include normal or scheduled maintenance downtime. For example, a security update requires a reboot, the time it takes for the system to reboot is not counted against the uptime SLA. 99.99% translates into the below <u>unscheduled</u> downtime: • Daily: 8.6s • Weekly: 1m 0.48s • Monthly: 4m 21s • Quarterly: 13m 2.4s • Yearly: 52m 9.8s	
6.	Cost	
There are no Mandatory Requirements for this category.		

9. Appendix C: LMS Additional Requirements

See Appendix E for Scoring guidelines.

Item	Description	Score
1.	Accessibility	
1.7.	Notifications/messaging Create rule-based notifications that can be easily configured to automate the notification process.	
1.8.	Mobile devices Users can access the LMS and hosted training/events from mobile devices such as tablets and phones	
1.9.	Technical support Provide technical support for learners, instructors, developers, and LMS administrator(s). Online support can be in the form of demos, tutorials, searchable knowledgebase, live support, etc.	
1.10.	User friendly Interface is intuitive and user-friendly; not overly complex.	
1.11.	Reliability The LMS is reliable with a solid uptime record	
2.	Learning Development	
2.8.	Video conferencing integration Can integrate web conferencing into courses (e.g., Teams, Zoom, etc.).	
2.9.	Internal Links Ability to create links from custom LMS screens to LMS-internal URLs (e.g., courses, activities, functions, widgets, objects, etc.) Also provide internal file management function with ability to link to uploaded files.	
2.10.	Discussions boards / forums Ability for text-based moderated discussions per course, program, and group/portal.	
2.11.	Self-report outside training Ability for users to self-report completion of external learning activities. Pending approval. Can be linked to credits. Ability to restrict file types to be uploaded.	
2.12.	Competency-based Courses can be assigned competencies, which can be tracked for completion/compliance.	
2.13.	Assign credits Courses can be assigned credits. This includes for third-party courses that may not be hosted in the LMS (e.g., Washington State Bar Association, etc.) Provides different types of credits which can be distinguished via completion reports.	
2.14.	Achievement tracking	

Item	Description	Score
	Ability to define, grant, and track achievements.	
2.15.	Grading and online submissions Ability to complete a course via pass or fail, complete or incomplete, and grade level. Learners can also upload submissions for grading and review.	
2.16.	End-of-course surveys Provide end-of-course and/or end-of-program (or event) surveys.	
3.	LMS Administration	
3.4.	Create unique groups/portals Ability to create separate portals for unique groups with specific branding, catalogs, calendars, collections, etc.	
3.5.	Import/export courses to/from LMS Ability to import and export courses and course archive data between different LMSs.	
3.6.	LMS Administrator training and support Provide initial and ongoing training and support for the LMS Administrator.	
3.7.	Initial Setup, Configuration, and operability Provide support for initial setup and configuration of the LMS according to AOC's specifications. Provide a project plan for installation, configuration, including authentication setup, testing, and rollout. Vendor should provide admin configuration guide.	
4.	Migration	
	There are no Additional Requirements for this category.	
5.	Data Security	
	There are no Additional Requirements for this category.	

6.	Cost	
6.1.	Warranty and Acceptance The Vendor guarantees that the LMS will be installed, integrated, accessible/SSO, configured, etc. within 4 months of contract sign date.	
6.2.	Cost It is estimated that the LMS will need to host 500 (year 1), 1000 (year 2), and up to 1500-2000 (year 3) active users. Monthly use cannot be accurately predicted, but graduated increase of users over three years is expected. AOC is open to considering a multi-year contract if it results in decreased overall costs.	
6.3.	Payments Vendor has a U.S. based billing office.	

10. Appendix D: Login Use Cases

Note: The LMS will use AOC authentication and login for registration and login to the LMS. The following use cases exist for WA Court users who will login to the LMS.

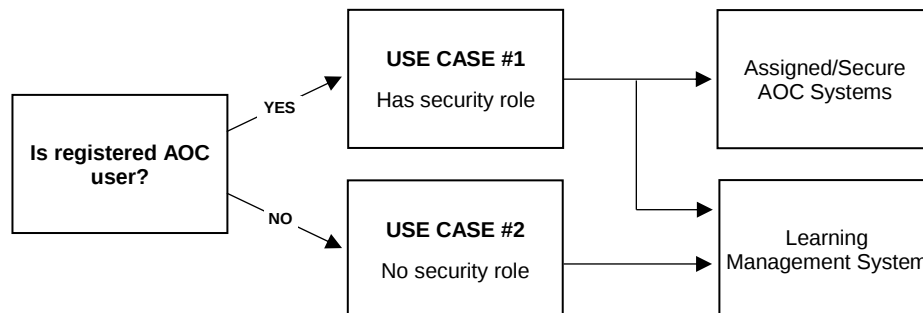
Use Case #1: WA Court System employees who

- are known to AOC, and have a record in a secure AOC database
- are assigned a specified security role by AOC
- may have access to secure AOC systems
- can access the hosted LMS via AOC secure login

Use Case #2: WA Court System employees who

- are initially unknown to AOC (no record)
- have no AOC security role; does not have access to secure AOC systems (behind firewall)
- can register via AOC authentication system
- upon AOC authentication, can login to the hosted LMS via AOC secure login

Access to the LMS should generally flow as follows:



NOTE: The LMS system shall not allow Use Case #2 access the internal AOC network.

11. Appendix E: Scoring

In response to the RFP, Vendors should briefly describe and demonstrate how their proposed solution meets the requirements specified in Appendix B and Appendix C. For each requirement, proposals will receive a **score** of zero through five as shown in the table below.

Score Range	Description
0	Response to the requirement is non-responsive or wholly inadequate ; if a Mandatory Requirement (MR), it will result in the disqualification of the proposal.
1-2	Response to the requirement is below average capability, performance, and efficiency.
3	Response to the requirement is average capability, performance, efficiency.
4-5	Response to the requirement is clearly superior to that which is average or expected as the norm.

Requirements (Appendix B, Appendix C) are divided into six categories. The following weighting will be used for each category.

	Weight
1. Accessibility	15%
2. Learning Development	15%
3. LMS Administration	15%
4. Migration	15%
5. Data Security	15%
6. Cost	25%

References will be contacted for the top-scoring proposal(s), and reference responses will be considered for scoring.

12. Appendix F: General Terms and Conditions

ACCESS TO DATA

In compliance with chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract to AOC, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, recommendations of the Contractor's reports, including computer models and methodology for those models.

AMERICAN WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ADVANCE PAYMENTS PROHIBITED

No payment in advance or in anticipation of services to be provided under this contract shall be made by the AOC.

CHANGES AND MODIFICATIONS

Any change or modification to this contract must be in writing and signed by both parties.

CONFLICT OF INTEREST

The AOC may, by written notice to the Contractor, terminate this contract if it is found after due notice and examination by the AOC that there is a violation of the Ethics in Public Service Act, chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under, this contract.

In the event this contract is terminated as provided above, the AOC shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the AOC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for an AOC percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for purposes of securing business. The AOC shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such AOC percentage, brokerage or contingent fee.

DISPUTES

In the event that a dispute arises under this Agreement, the parties agree that it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint two additional members to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties.

FORCE MAJEURE

Neither Contractor nor AOC shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except Subcontractors).

GOVERNING LAW

This contract shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Contractor, by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

INDEMNIFICATION

The Contractor shall defend, protect, and hold harmless the state of Washington, the AOC, or any employees thereof, from and against all claims, suits or actions arising from the Contractor's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark or trade name through use or reproduction of material of any kind.

INDEPENDENT CAPACITY OF THE CONTRACTOR

The Contractor and his or her employees or agents performing under this contract are not employees or agents of AOC. The Contractor will not hold himself/herself out to be an officer or employee of AOC or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under chapter 28B.16 RCW or chapter 41.06 RCW or which would accrue to an employee of the Judicial Branch specifically exempted by chapter 41.06 RCW.

INDUSTRIAL INSURANCE COVERAGE

Prior to performing work under this agreement, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required by an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51

RCW during the course of this contract. Should the Contractor fail to secure industrial insurance or fail to pay premiums, as may be required under Title 51 RCW, the AOC may deduct the amount of premiums and any penalties owing from the amounts payable to the Division of Industrial Insurance. This provision does not waive any right under RCW 51.12.050 to collect from the Contractor amounts paid by the AOC.

The AOC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any Subcontractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Washington State Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the AOC and guarantee payment of such amounts.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this contract.

LIMITATION OF AUTHORITY

Only the Contracting Officer or his/her delegates (delegation to be made in writing prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract on behalf of the AOC. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer or his or her delegate.

NON-ASSIGNABILITY

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor.

NONDISCRIMINATION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the AOC. The Contractor shall, however, be given a reasonable time in

which to cure this noncompliance.

PERSONALITY RIGHTS

Contractor grants the AOC the rights to use Contractor's name, voice, signature, photograph or other likeness in conjunction with services provided under this Agreement and to videotape or audio record the presentation.

PRIVACY PROTECTION

Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The AOC reserve the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the AOC. Salting is the act of placing a record containing unique but false information into a database that can be used later to identify inappropriate disclosure of data contained in the database. Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the AOC for any damages related to Contractor's unauthorized use of personal information.

PUBLICITY

The Contractor agrees to submit to the AOC all advertising and publicity matters relating to this contract which AOC's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AOC.

REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall complete registration with the State of Washington, Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHTS IN DATA

The AOC shall own all rights, title and interest in and to all materials developed and delivered under this contract. The Contractor grants to the AOC royalty-free, perpetual license to copy, use, distribute, and modify all materials developed and delivered under this contract for the use and benefit of the judicial branch of the Washington State government. This license does not include the right to sub-license, sell or otherwise transfer the materials or any rights to the materials to any other person or organization for any purpose without the express written authorization of the Contractor.

Materials provided by the AOC to the Contractor remain the sole property of the AOC and cannot be used by the Contractor for purposes beyond this contract without the express written authorization of the AOC.

RECORDS, DOCUMENTS, AND REPORTS

The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other material relevant to this contract for six years after settlement, and make them available for inspection by persons authorized this provision.

RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAFEGUARDING OF INFORMATION

The use or disclosure by the Contractor of any information obtained as a result of performance under this contract concerning the AOC or the Court for any purpose not directly connected with the administration of the AOC's, the Court's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of the AOC or the Court.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AOC may terminate the contract under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions.

SEVERABILITY

If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the AOC.

TERMINATION

A. Termination for Default. The AOC may, by written notice, terminate this contract, in whole or in part, for failure of the Contractor to perform any of the obligations or provisions required by the contract. In the event of default, the Contractor shall be liable for damages as authorized by law, including but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or Subcontractor's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

B. Termination for Convenience. Except as otherwise provided in this contract, the AOC may terminate this contract by providing written notice of such termination to the Contractor, specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for services rendered prior to the effective date of termination.

TERMINATION PROCEDURE

Upon termination of this contract, the AOC, in addition to any other rights provided in this contract, shall require the Contractor to deliver to the AOC any property specifically produced or acquired for the performance of such part of the contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AOC shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the AOC, and the amount agreed upon by the Contractor and the AOC for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the AOC, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Contracting Officer shall determine the extent of liability of the AOC. The AOC may withhold from any amounts due the Contractor such sum as the AOC determines to be necessary to protect the AOC against potential loss or liability.

The rights and remedies of the AOC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of notice of termination, and except as otherwise directed by the AOC, the Contractor shall:

- A.** Stop work under this contract on the date and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- C.** Assign to the AOC, in the manner, at the times, and to the extent directed by the AOC, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the AOC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AOC to the extent the Contracting Officer may require, which approval or ratification shall be final for all purposes of this clause;
- E.** Transfer title to the AOC and deliver in the manner, at the times, and to the extent directed by the AOC any property which, if the contract had been completed, would have been required to be furnished to the AOC;
- F.** Complete performance of such part of work as shall not have been terminated by the AOC; and
- G.** Take such actions as may be necessary, or as the AOC may direct, for the protection and preservation of the property related to this contract which is in possession of the Contractor and in which the AOC has or may acquire an interest.

TREATMENT OF ASSETS

Title to all property furnished by the AOC shall remain in the AOC. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AOC upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the AOC upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AOC in whole or in part, whichever first occurs.

Any property of the AOC furnished to the Contractor shall, unless otherwise provided herein or approved by the AOC, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the AOC which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

Upon loss or destruction of, or damage to, any AOC property, the Contractor shall notify the AOC thereof and shall take all reasonable steps to protect that property from further

damage.

The Contractor shall surrender to the AOC all property of the AOC prior to settlement upon completion, termination or cancellation of this contract.

WAIVER

Waiver of any default of any term or condition of this contract shall not be deemed to be a waiver of any other prior or subsequent default. Waiver of breach of any provision of the contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this contract unless stated to be such in writing, signed by the Contracting Officer and attached to the original contract.

13. Appendix G: Vendor Confidentiality Agreement

As a contractor or contract employee working under a signed contract with the Administrative Office of the Courts, I understand that I may have access to confidential information and records such as court case files, the Judicial Information System, databases of other organizations, security plans and procedures, and other AOC and judicial branch administrative records in files and databases.

I further acknowledge that, in the course of performing work for the Administrative Office of the Courts (AOC), I may have access to confidential information that is proprietary to AOC or to third parties and this information may include, without limitation, software and related documentation, private details about individuals, or business methods of AOC.

I agree to treat such information as the valuable confidential property of AOC, providing access only to those individuals who have signed a Confidentiality Agreement and with a need to know for the purpose of performing work for AOC. I agree to use any accessible confidential information only as necessary to perform work for AOC. I agree to return all proprietary and confidential information that I possess upon termination of my work for AOC, upon AOC's request or upon termination by the company for which I am employed.

By signing this statement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that I may access, read or handle confidential records to the extent required in, and for the purpose of, performing my assigned duties as a contractor or contractor employee.
2. I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential information obtained in the course of my employment with the Administrative Office of the Courts. I understand that:
 - a. I may divulge confidential information to judicial officers and authorized court employees as necessary to perform my work under the contract.
 - b. I may divulge confidential information to others only if specifically authorized to do so by statute, court rule, judicial policy, or court order.
 - c. Maintaining confidentiality includes not discussing confidential information outside of the workplace, or outside of my usual work area.
 - d. After the termination of the contract, I may not divulge confidential information obtained during the course of my work under the contract.
3. I agree to hold in confidence information and materials (Work Information), if any, developed for AOC. All Work Information shall remain the property of AOC and shall be returned to AOC promptly upon termination of my work for AOC.

4. I recognize the disclosure of confidential and propriety information by me or any other person may give rise to irreparable injury to AOC, inadequately compensable in damages and that, accordingly, hereby consent to AOC obtaining injunctive relief as well as any other legal remedies which may be available.

5. I understand that a breach of confidentiality may be grounds for my immediate removal from the contract work and loss of access to the AOC facility and network, and/or termination of the contract.

6. I agree to consult the AOC project manager regarding any questions I may have concerning decisions regarding whether particular information may be disclosed. I agree to notify the AOC project manager immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this is on my part or on the part of another person.

7. I agree that any developments made by myself or under my direction for AOC shall be considered "works made for hire" under the copyright laws of the United States and shall be the sole and exclusive property of AOC and any and all patents and copyrights (including renewal rights) shall belong to AOC. If any such developments are not covered under the works made for hire provision of the copyright laws of the United States, I hereby assign my rights to AOC. I further agree to execute any such documents necessary to vest full and exclusive title in such developments to AOC.

8. I have unrestricted rights to any know-how learned in the performance of work for AOC.

9. The provisions of this Agreement shall survive the termination of the related contract(s). This agreement does not in any way abridge existing obligations including, but not limited to, applicable court rules and statutes.

Vendor Name (Print)

Date

Vendor Signature

_____ is authorized access to confidential information.

Vendor Name (Print)

AOC Name (Print)

Date

AOC Signature