



**WASHINGTON
COURTS**

ADMINISTRATIVE OFFICE OF THE COURTS

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NOTICE OF BID OPPORTUNITY SUPPLEMENTAL JUDICIAL EDUCATION PROGRAMMING

ISSUE DATE: August 19, 2024

DEADLINE TO SUBMIT QUESTIONS: August 26, 2024

DEADLINE FOR SUBMISSIONS: September 3, 2024

Washington State Administrative Office of the Courts ("AOC") seeks proposals from qualified individuals and businesses interested in providing supplemental judicial education programming for two, two-day regional in-person training events, sized at no more than 100 participants at each event. One event will be held in Vancouver, WA, in November 2024; with a second, duplicate event held in Spokane, WA in June 2025. Both judicial education offerings will focus on topical issues in the areas of family law and domestic violence.

SCOPE OF WORK SUMMARY

The AOC is seeking a qualified individual or business ("Vendor") with an expert understanding of family law and domestic violence court law best practices for judicial officers. The vendor will work with an advisory committee from the WA Superior Court Judges' Association ("SCJA") to develop curriculum and content, provide subject-matter judicial education educators, and be present to direct the programming at each in-person event. The preferred learning modality is a combination of short lecture and problem sets/small group work. Topics may include, but are not limited to:

- Parenting plan factor analysis, to include recommendations on how to balance interests when both parents possess limitation factors;
- Parenting plan modifications and adequate cause – legal standard and practical considerations;
- Mental health considerations of the child and/or parents;
- The intersection of protection orders and parenting plans;
- Practices to explain decisions both verbally and in writing; and
- Trauma-informed best court practices.

The curriculum and programming must meet the Washington Courts' requirements for Continuing Judicial Education (CJE/s) credits.

SCOPE OF SERVICES

All work will be directed by the AOC. The Vendor will be expected to provide the following minimum services:

- Facilitate an advisory committee and produce approved curriculum and content
- Develop programming for two-days of judicial education; to be conducted at two separate in-person events
- Create training materials directed at small work groups to include problem sets and hypothetical scenarios
- Secure speakers – drawn from both national subject-matter experts and individuals with a working understanding of family and domestic violence laws and court procedure in Washington State
- Manage on-site event programming
- Create resource materials such as model policies, practices, and bench cards

EXPECTED PERIOD OF PERFORMANCE

Regardless of the date of execution of any resulting contractual agreement flowing from this Solicitation, the period of performance is expected to be September 1, 2024 -June 20, 2025.

COMPENSATION

The AOC anticipates the estimated contract value to be above thirty thousand dollars (\$30,000) but below one hundred thousand dollars (\$100,000).

NOTE

Each interested Vendor must have proposal responses signed by an authorized representative of the responding Vendor.

Proposals must be electronically submitted to Jacqueline Arita Reyes at Procurements@courts.wa.gov by 5:00 p.m. (PDT) on September 3, 2024, with the subject line: "Proposal for Informal Solicitation; 2024 Supplemental Judicial Program."

Should you have any questions about the specifications in this solicitation, please contact the Solicitation Coordinator, Jacqueline Arita Reyes at Procurements@courts.wa.gov.

Thank you for your interest in the Judicial Education Program solicitation.

A. VENDOR'S PROPOSAL

The Vendor's Proposal should be brief, but address and/or provide:

- (1) The Vendor's interest in performing the work;
- (2) The Vendor's experience in delivering similar services;

- (3) The Vendor's proposed work plan and description of deliverables;
- (4) The Vendor's proposed schedule to accomplish the deliverables;
- (5) The names and contact details for at least three (3) professional references who can validate the Vendor's experience in offering services of similar scope and nature to the ones included in this Solicitation. The list should include the agency or business name and complete contact information of the client and a point of contact at that agency or business;
- (6) Attachment A—Acknowledgment; and
- (7) Attachment B—Fee Schedule (if necessary).
- (8) Attachment C—Confidentiality Agreement.

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

B. SUBMISSION REQUIREMENTS

Proposals should be prepared simply and economically, providing a straightforward and concise description of the Vendor's ability to meet the requirements of this Solicitation. Emphasis should be on completeness and clarity of content.

Proposals must be prepared using size 12, Arial or Times New Roman font, standard letter sized pages (8 ½ x 11-inch), using separators for the major sections of the Proposal. Proposals must be on official Vendor letterhead and must be signed by a person authorized to bind the Vendor to a Contract. Proposals must include the following in the order given:

- (1) Vendor name;
- (2) Name and title of proposing Vendor's authorized representative;
- (3) Address;
- (4) Telephone number;
- (5) Statement that proof of required insurance provisions will be provided if awarded a Contract as a result of this

- Solicitation; and
- (6) Statement indicating, as a condition of Contract award, that Vendor will register as a statewide vendor within ten (10) business days of notification of Contract award.

Proposals will be evaluated by the AOC based on the response provided to the information requested above. All requirements listed above must be addressed in the Proposal to be considered responsive. The AOC will make the sole determination of clarity and completeness in the responses to any of the provisions in this Solicitation. The 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 Solicitation. 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 Solicitation.

The deadline for submission of responses (“Submission Due Date”) is 5:00 p.m. (PDT) on September 3, 2024. Late bids will not be accepted and will be automatically disqualified from further consideration. Requests to extend the deadline to respond will not be granted to ensure fairness to all parties.

Vendors may withdraw a Proposal that has been submitted at any time up to the Submission Due Date. A written request signed by an authorized representative of the Vendor must be electronically submitted via email to the Solicitation Coordinator identified below. After withdrawing a previously submitted Proposal, the Vendor may submit another Proposal at any time up to the Submission Due Date.

Vendors will not be allowed to alter Proposal documents after the Submission Due Date listed above. The AOC reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Proposal.

Proposals must be submitted electronically to:

Jacqueline Arita Reyes, Contracts Specialist
Administrative Office of the Courts
Procurements@courts.wa.gov

Faxed proposals will not be accepted and will be disqualified.

The AOC assumes no responsibility for delays in the receipt or delivery of any documents required by this Solicitation.

The AOC reserves the right at its sole discretion to reject any or all Proposals and to cancel or to reissue this Solicitation in whole or in part, prior to the execution of a Contract. This Solicitation does not obligate the AOC to contract for the specified

services. The final selection will be the Vendor, who, in the opinion of the AOC, best satisfy the requirements set forth above. The AOC shall not be responsible for any costs associated with a Vendor's preparation of a bid responsive to this Solicitation.

If the AOC receives only one (1) responsive Proposal as a result of this Solicitation, then the AOC reserves the right to select and award the Contract to the responding Vendor.

C. SOLICITATION COORDINATOR

Any requests for information about this Solicitation should be directed to the following Solicitation Coordinator ("Coordinator"):

Jacqueline Arita Reyes, Contracts Specialist
Washington State Administrative Office of the Courts
Procurements@courts.wa.gov

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

Unauthorized contact regarding this Solicitation 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 to written statements issued by the Solicitation Coordinator.

Specific questions concerning this Solicitation may be submitted in writing to the Solicitation Coordinator at the email address specified above. The Solicitation Coordinator must receive questions no later than September 3, 2024. The AOC will not respond to Vendor questions received after said deadline. All Vendor questions will be compiled by the Solicitation Coordinator for review by the AOC. Responses from the AOC will be presented in written form and provided electronically.

Vendors shall disregard any oral representations they may have received. Proposal evaluation will be based on the material contained in the Solicitation and any amendments to the Solicitation that have been issued.

D. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this Solicitation become the property of the AOC.

All Proposals received shall remain confidential until the AOC announces the Apparent Successful Bidder, or a decision is made not to award this procurement. Thereafter, the Proposals shall be publicly accessible in accordance with public disclosure requirements.

Vendors must clearly designate any information contained in a Proposal that is considered proprietary. Each page must be identified, as well as the specific legal reason (e.g., statute, court rule, case law, etc.) upon which the 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 or a substantial portion of the Proposal as proprietary will be determined as non-responsive.

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, such information will not be made available until the Vendor has been given an opportunity to seek an injunction or restraining order against the requested disclosure. Cost Proposals are not proprietary.

ATTACHMENT A - ACKNOWLEDGMENT

ACKNOWLEDGMENT

The Vendor must include a signed acknowledgment that all the provisions, terms and conditions of this Solicitation are agreeable to the Vendor and may, at the AOC's option, be made applicable in any Contract issued as a result of this Solicitation. Proposals that do not include such an acknowledgment may be rejected.

Executing and returning (with the Proposal) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the provisions, terms and conditions of this Solicitation may, at the AOC's option, be made applicable in any Contract issued as a result of this solicitation.

Signature *Date*

Printed Legal Name

Title

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct and full legal business name of the Vendor must be used in Proposals received and on Contracts issued as a result of this Solicitation. A trade name (*i.e.*, a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with Washington law, which requires a suffix indicating the corporate status of the business (*e.g.*, Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The Vendor's signature on the Proposal, Contract, amendment(s) or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this Proposal or a Contract is a representation by the person signing that the person signing is authorized to do so on behalf of the Vendor.

ATTACHMENT B - FEE SCHEDULE
[ONLY USE IF REQUIRED BY THE SOLICITATION]

The Vendor must provide fully burdened hourly rate, which must include all cost for overhead, cost of benefits, profits, etc. for the following services outlined below. The following job titles are illustrative of the expected roles performed by the Vendor, but the Vendor can submit alternative job titles as long as the alternative job titles can provide the services described in the Scope of Services.

LABOR CATEGORY	FULLY BURDENED HOURLY RATE
Project Lead/Manager	

Other Key Staff (Please list*)

LABOR CATEGORY	FULLY BURDENED HOURLY RATE
Project Lead/Manager	

*List labor category, job description, and fully burdened rate. (e.g., "Paralegal, 7+ years' experience in domestic matters, \$X/hour.").

ATTACHMENT C - Agreement

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.

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.

3. 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.
4. 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.
5. 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.
6. 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.
7. I have unrestricted rights to any know-how learned in the performance of work for AOC.
8. 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

Date

AOC Signature