

STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
1206 Quince Street SE
Post Office Box 41170
Olympia, Washington 98504-1170

REQUEST FOR QUALIFICATIONS & QUOTES
RFQQ- 11-05

E-Services Suite
(Integrated Web-based Help Desk, Self Service
and Knowledge Management Software)

1 PURPOSE

The Administrative Office of the Courts (AOC) is soliciting quotes to purchase an E-Services Suite. The suite must include an integrated web-based help desk, self service and knowledge management capabilities.

2 REQUIRED FEATURES AND CAPABILITIES

The vendor must propose software that can meet the required functionalities as described in Exhibit A.

3 RFQQ ADMINISTRATION AND INSTRUCTIONS TO VENDORS

3.1 RFQQ COORDINATOR

Upon release of this RFQQ, all vendor communications concerning this acquisition must be directed to the RFQQ Coordinator listed below. Unauthorized contact regarding the RFQQ with other AOC employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the State. Only written statements issued by the RFQQ Coordinator may be relied upon.

Dexter Mejia
Administrative Office of the Courts
1206 Quince Street SE
PO Box 41170
Olympia, WA 98504-1170
(360) 705-5332
Email: dexter.mejia@courts.wa.gov

3.2 RFQQ SCHEDULE:

RFQQ released November 3, 2010
RFQQ questions November 4-10, 2010
Proposals due 12 p.m., Pacific Time November 19, 2010
Proposal evaluations November 22-30, 2010
Software demonstration notifications December 1, 2010
Software demonstrations December 13-17, 2010
Software demonstration evaluations December 20-22, 2010
Apparently successful vendor announced December 30, 2010
Protest period starts December 7, 2010
Contract awarded January 3, 2011
Work commences January 4, 2010

3.3 RFQQ QUESTIONS

Specific questions concerning the RFQQ should be submitted to the RFQQ Coordinator via email no later than the listed date in the RFQQ Schedule. Questions will not be accepted beyond this date. Responses

will be posted to AOC's internet site (<http://www.courts.wa.gov/procure>) no later than the date listed in the RFQQ Schedule.

Oral responses given to any questions are to be considered preliminary and non-binding. Only written responses to questions will be considered official.

3.4 PROPOSAL FORMAT

Vendors must submit their proposals via e-mail to the RFQQ Coordinator, Dexter Mejia at dexter.mejia@courts.wa.gov.

3.5 PROPOSAL REQUIREMENTS AND CONTENT

Vendors must respond to each question/requirement contained in Exhibit A, Vendor Proposal. Vendors should also provide a pricing worksheet, which will include all travel, lodging and per diem expenses. If Vendor identifies additional cost categories, include those additional cost categories with the appropriate explanation.

3.6 PROPOSAL RESPONSE DATE AND LOCATION

The vendor's proposal, in its entirety, must be received by the RFQQ Coordinator in Olympia, Washington, in accordance with the schedule above. Proposals with date/timestamp after the deadline will not be accepted and will be automatically disqualified from further consideration.

Vendors assume the risk of the method of dispatch. The AOC assumes no responsibility for delays. Late proposals will not be accepted, nor will additional time be granted to any vendor. **Responses must be delivered by email.**

3.7 COSTS OF PREPARING PROPOSALS

The AOC will not pay any vendor costs associated with preparing proposals submitted in response to this RFQQ.

3.8 PROPOSALS PROPERTY OF THE AOC

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

3.9 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Any information contained in the Proposal that is considered proprietary and exempt from disclosure under the Washington State Public Record Act, [chapter 42.56 RCW](#), by the Vendor must be clearly designated. Each page must be identified by the word "confidential" printed in the lower right hand corner of the page and the particular exception from disclosure upon

which the Vendor is making the claim shall be referenced below the word “confidential.” **Marking of the entire Proposal as proprietary will be neither accepted nor honored.** If a request is made to view or obtain a copy of a Vendor’s Proposal, the AOC will comply with applicable public disclosure requirements. If any information in the Proposal is marked as proprietary, the affected Vendor will be given an opportunity to seek an injunction or restraining order against the requested disclosure.

3.10 RFQQ AMENDMENTS/CANCELLATION/REISSUE/REOPEN

The AOC reserves the right to change the RFQQ Schedule or issue amendments to this RFQQ at any time. The AOC also reserves the right to cancel or reissue the RFQQ. Changes to the RFQQ will be published on the Washington Courts procurement website: <http://www.courts.wa.gov/procure/>.

3.11 MINOR ADMINISTRATIVE IRREGULARITIES

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

3.12 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 above.

3.13 NO OBLIGATION TO ENTER A CONTRACT

The release of this RFQQ 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 RFQQ whether or not the vendor’s proposal has been evaluated and whether or not the vendor has been determined to be qualified. Exercise of this reserved right does not affect the AOC’s right to contract with any other vendor.

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

3.14 MULTIPLE CONTRACTS

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

3.15 NON-ENDORSEMENT

The selection of a vendor pursuant to this RFQQ 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.

3.16 CONTRACT PAYMENT LIMITATIONS

The Washington State Constitution provides that the state of Washington shall 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 an invoice for any services for which a payment is due. Invoices should be submitted no more often than monthly.

4 RFQQ EVALUATION

4.1 AOC EVALUATION TEAM

An AOC Evaluation Team (Team) of at least four AOC employees will evaluate the responses to this RFQQ. In the evaluation, the Team will review the proposed software, references of the vendor, the cost quoted, and demonstrations, if requested. The Team may also consider past contract performance and check references beyond those listed in the vendor's proposal.

4.2 RFQQ CLARIFICATION

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

4.3 RFQQ DEMONSTRATIONS

Vendors who score above 100 points from the written responses will be asked to provide an online demonstration of the proposed software to show, in detail, the capabilities being requested. If a vendor or individual declines the request for a demonstration for any reason, the vendor will be eliminated from further consideration.

4.4 RFQQ SCORING

A total of 150 points will be available for scoring the proposals. Vendors who score below 100 points will be eliminated from further consideration.

RFQQ proposals will be rated as follows:

- Evidence of meeting the required features, functionalities, and services as describe in Exhibit A. (80 points)
- Price competitiveness. (30 points)
- Finalist online demonstration. (40 points)

5 POST EVALUATION

5.1 NOTIFICATION OF SELECTION OF APPARENTLY SUCCESSFUL VENDORS

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

5.2 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 RFQQ Coordinator within three (3) business days after the notification to unsuccessful vendors is faxed or e-mailed to vendors. The debriefing must be held within three (3) business days of the request.

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 or on the telephone, at the discretion of the RFQQ Coordinator, and will be scheduled for a maximum of one (1) hour.

5.3 PROTEST PROCEDURES

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

All protests must be submitted via email by the protesting party or an authorized agent. The protest must state all facts and arguments on which the protesting party is relying. All protests shall be addressed to the RFQQ Coordinator.

Only protests stipulating an issue of fact concerning a matter of bias, discrimination, or a conflict of interest, 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 RFQQ Coordinator.

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

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

6 EXECUTION OF THE CONTRACT

6.1 GENERALLY

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

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

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

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

6.2 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 RFQQ and general terms and conditions. The Special Terms and Conditions will be based on the services to be provided as described in this RFQQ. **In no event is a Vendor to submit its own standard contract terms and conditions as a response to this RFQQ.**

6.3 CRIMINAL BACKGROUND CHECK

As a requirement of the contract, the AOC may require the Vendor, and any employee, assistant, agent, or subcontractor of the Vendor completing work under the contract, to provide the results of criminal background check before work commences. 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 CONFIDENTIALITY AGREEMENTS

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

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E-Services Suite:

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RFQQ-11-05

EXHIBIT A -- VENDOR REQUIREMENTS

Vendors must provide the information below.

1. Vendor Name.
2. Software Name(s).
3. Contact name, address, telephone number, e-mail address and fax number of vendor.
4. Describe the legal status of vendor, e.g., corporation, sole proprietor, etc.
5. Provide the vendor's Federal Tax Identification Number (TIN) or Social Security Number (SSN) and 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>.
6. Provide 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.
7. Provide 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 RFQQ, 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 RFQQ.
8. 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.

9. If the vendor has had a contract terminated for cause during the past five (5) years, describe all such incidents, including the other parties' name, address, and telephone number. 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. The vendor's proposed E-Services Suite must meet the requirements listed below. For each requirement below, indicate whether or not the proposed E-Services Suite can meet the requirements with a brief description of the functionality or capability.
- The proposed software provides a knowledge base for customer self-service that is accessed via a website.
 - The proposed software can be branded to conform to the agency's online look and feel standards.
 - The proposed software must provide security levels that enable different user groups to access and view different levels of information. The system must also provide a capability of resetting usernames and passwords from within the agency. It is highly desirable that the system can interface with the agency's LDAP security implementation.
 - The proposed software provides the following help and service desk functionalities:
 - Chat
 - Collaborative browsing
 - Incident creation, assignment and tracking
 - Customizable workflows
 - Reporting
 - Search
 - Email management
 - Describe any other Information Technology Infrastructure Library (ITIL)-based functionality the proposed software provides, including but not limited to:
 - Event management
 - Request fulfillment
 - Problem management
 - Access management
 - Change management
11. The vendor must also provide renewable ongoing support for the software. Describe the vendor's customer support services.

12. The software must be vendor hosted. Describe your hosting capabilities and services.
13. The vendor must develop a process to migrate and convert existing knowledge base and incident history data to the proposed software. The data will be provided in CSV format. Describe the vendor's process and experience with migrating knowledge and incident history data.
14. Data is considered confidential and must be protected from non-approved access. Describe how data will be protected.
15. The vendor must be able to plan for and execute a transition from the current agency software to the proposed solution. The agency desires to have the software implemented and operational by July 1, 2011. Describe a transition and implementation/project plan to meet the timeline.
16. The vendor must provide software use and administration training for up to 12 selected AOC staff. Describe the proposed training plan.
17. The vendor must have a flexible user licensing model. The agency's user license requirements may fluctuate regularly. Describe the user licensing model and pricing structure.
18. If a vendor is selected as a finalist, a demonstration will be required. The vendor may choose to demonstrate the product via online conferencing or a face to face meeting. Describe the method the vendor will prefer to deliver the demonstration.
19. The vendor must provide a total price, including all applicable taxes, maintenance fees and other charges, for the purchase and implementation of the software. Price should include detailed itemization of any components or services being requested within this proposal. Additionally, prices for yearly maintenance and subscription must be provided.
20. Name and contact information for at least three (3) references for which the vendor or individual has supplied comparable systems/services.

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RFQQ XXXX

GENERAL TERMS AND CONDITIONS

DEFINITIONS: As used throughout this contract, the following terms shall have the meanings set forth below:

- A. "AOC" shall mean the Administrative Office of the Courts of the state of Washington, any division, section, office, unit or other entity of the AOC, or any of the officers, other officials, employees, volunteers, or others acting as representatives lawfully representing the AOC.
- B. "Contracting Officer" shall mean the Administrator for the Courts and/or her delegates within the AOC authorized in writing to act in her behalf.
- C. "Contractor" shall mean that individual or other entity performing services under this contract and shall include all employees of the Contractor.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor.
- E. "Property" shall mean any tangible work products, other physical assets, or intellectual property fixed in a tangible medium of expression.

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.

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

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.

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

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 a commission, 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 commission, percentage, brokerage or contingent fee.

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.

FORMAT OF REPORTS AND OTHER PUBLICATIONS: All reports and other publications shall be submitted in the AOC-approved format as defined in the style guide section of the AOC Publication Guidelines.

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 tradename 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 proof of 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.

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.

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/her delegates.

NONASSIGNABILITY: 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.

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.

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.

PERSONALITY RIGHTS: Contractor grants AOC the rights to use Contractor's name, voice, photograph or other likeness in conjunction with services provided under this Agreement.

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.

AOC reserves 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 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 AOC for any damages related to Contractor's unauthorized use of personal information.

For purposes of this provision, personal information includes but is not limited to information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

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.

RIGHTS IN DATA: Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents,

pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or video and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this contract include material not included within the definition of "works for hire," the Contractor hereby assigns such rights to the AOC as consideration for this contract.

Data which is delivered under this contract, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall advise the AOC, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

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.