

Request for Proposals – ACQ-2013-0322 RFP

Evaluate Effective Practices for Judicial Monitoring and Sentencing for Domestic Violence Treatment Programs

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Request for Proposals Information

Project Title: Evaluate Effective Practices for Judicial Monitoring and Sentencing for Domestic Violence Treatment Programs

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

Estimated Contract Period: 05/13/2013 through 12/31/13. This legislative authorization must be spent by December 31, 2013. Amendments extending the period of performance, if any, shall be at the sole discretion of the AOC.

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

RFP Coordinator: John E. Bell, Contracts Manager
Administrative Office of the Courts
1112 Quince Street SE
P.O. Box 41170
Olympia, WA 98504-1170
Phone: 360.704.4029
E-Mail: John.Bell@courts.wa.gov

Submit Proposal To: RFP Coordinator

I. RFP Schedule

RFP Released	03/22/2013
Last date for questions regarding RFP	04/05/2013
Proposals due 5:00 PM Pacific Daylight Time	04/19/2013
Successful Vendors announced	04/29/2013
Contractor to begin work	05/13/2013
Expected Contract end date	12/31/2013

II. Executive Summary

The Administrative Office of the Courts is requesting proposals for the exploration and evaluation of 1) potential combinations of sentencing conditions that seem to have a positive effect on recidivism and what resources are required by courts to implement these sentencing conditions, and 2) the impact of judicial monitoring on reducing recidivism. The purpose of this solicitation is to procure the assistance of a consultant or consulting organization in examining sentencing and monitoring practices in judicial settings.

III. Background

AOC Profile

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

The AOC carries out its mission through formulation of policy and legislative initiatives, court technology development, educational programs, and program support for 430 Washington judges and their staff. The AOC draws its employees from a wide range of professions including legal, information technology, research, education, and judicial administration.

IV. Minimum Qualifications

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

1. Have five (5) years of court system work.
2. Published works and/or peer reviewed studies on courts and best practices in domestic violence sentencing and monitoring options.
3. Proven ability to provide expert level consulting and guidance to deliver requested services.
4. Demonstrate experience in collaborative problem solving.
5. Qualifications of the resource(s) that will be made available as the project team to deliver the services requested.
6. Names, addresses, and telephone numbers of three (3) non-vendor owned business references.
7. Be compliant with the Washington statutes regarding contracting with current or former state employees pursuant to [chapter 42.52](#) of the Revised Code of Washington (RCW).

V. Project Scope

Evaluate current practices in domestic violence sentencing and judicial monitoring through examining court behavior, court data, and conducting focus groups with perpetrators and victims of domestic violence. Based on this work, provide recommendations for domestic violence sentencing and monitoring practices to effectively reduce recidivism and enhance victim safety.

VI. Deliverables

1. Collect court level observation data.
 - i. Obtain access to necessary court data (appearances, sanctions/incentives, charges, dispositions, etc); sentencing and conditions data (criminal history, demographics, recidivism); program data (attendance, compliance, final status).
 - ii. Examine sentencing and case outcomes:
 1. Identify similarities and differences in program compliance and completion between monitored and unmonitored offenders; and
 2. Identify similarities and differences in recidivism rates between the courts that were observed.
2. Document best practices.
 - i. Document judicial monitoring practices. Document scripts, sanction schedules, etc.
 - ii. Gather information from offenders and victims regarding their perceptions and experiences with court process, programs, judicial monitoring, etc.
 - iii. Provide a preliminary summary of results from gathering this information
3. Prepare a findings report that clearly identifies what monitoring and sentencing practices seem to be most effective in managing domestic violence cases.

VII. Deliverable Acceptance Criteria

Collaborate with the Washington State Supreme Court Gender and Justice Commission in establishing criteria for acceptable performance.

VIII. Period of Performance

The period of performance for this engagement shall begin on 05/13/2013 and shall end on 12/31/2013.

IX. Cost Proposal

The total cost for this project cannot exceed \$80,000. Vendors are required to submit a cost proposal, under separate cover, based on the instructions, requirements, and worksheets discussed in the following sections:

Pricing Instructions

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

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

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

Cost Categories

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

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

The cost elements are as follows:

1. Professional Services

- The AOC intends to enter into a Deliverables-Based contract for the Professional Services described in this RFP. The Vendor must propose cost on a per deliverable basis.

- Deliverables must be tied to milestones as described in the Vendor's Proposed Project Plan.

2. Project Costs

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

Proposed Price

Vendors should provide a pricing worksheet, which will include all travel, lodging and per diem expenses. If Vendor identifies additional cost categories, include those additional cost categories with the appropriate explanation. Total cost cannot exceed \$80,000.

Payment Schedule

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

X. RFP Administration and Instructions to Vendors

RFP Coordinator

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

RFP Questions

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

Proposal Response Date and Location

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

Proposal Format

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

For hard copy proposals that are mailed or hand delivered, submit one binder with Vendor's name and, in addition, include one soft copy in Microsoft Word or Excel 2003 compatible file format, if appropriate, on a portable media or electronic readable media (flash/thumb drive), labeled with your name and ACQ-2013-0322 RFP.

Proposal Requirements and Content

See Appendix A.

Costs of Preparing Proposals

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

Proposals Property of the AOC

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

Acceptance of RFP Terms

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

Contract

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

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

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

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

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.

2. Business Automobile Liability

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

3. 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.

4. Umbrella Policy

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

5. 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. 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.

7. Industrial Insurance Coverage

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

Note:

For Professional Liability Errors and Omissions coverage and Crime Coverage, Vendor shall: (i) continue such coverage for six (6) years beyond the expiration or termination of this contract, naming the AOC as an additional insured and

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

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

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

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

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

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

Contract Amendment

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

RFP Amendments

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

Proprietary Information/Public Disclosure

All submitted proposals will be considered public records and subject to public disclosure. Any information contained in the Proposal that is considered proprietary and exempt from disclosure under the Washington State Public Disclosure Act, [chapter 42.56 RCW](#), by the Vendor must be clearly designated. Each page must be identified by the word “confidential” printed in the lower right hand corner of the page and the particular exception from disclosure upon which the Vendor is making the claim shall be referenced below the word “confidential.”

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

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.

Minor Administrative Irregularities

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

No Obligation to Enter a Contract

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

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

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

Multiple Contracts

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

Advance Payment

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

Submission of Proposals

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

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

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

Non-responsive Proposals

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

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

Joint Proposals

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

the contract and any amendments, and will bear sole responsibility for performance under the contract.

Withdrawal of Proposals

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

RFP Evaluation

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

1. Phase 1 – Qualification Review

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

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

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

2. Phase 2 – Assessment and Scoring

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

Professional Services	70%
Consists of evaluating the Vendor's overall proposal, personnel, company management, project management practices, references, and financial stability.	
Cost Proposal for Phase 1	30%
References [top-scoring Proposal(s) only]	Pass/Fail
References will be contacted for the top-scoring Proposal(s) only and will then be scored on a pass/fail basis.	

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

Post Evaluation

1. Notification of Apparently Successful Vendor(s)

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

2. Debriefing of Unsuccessful Vendors

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

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

- a. Evaluation and scoring of your Proposal.
- b. Critique of your Proposal based on evaluators' comments.
- c. Review of your final score in comparison with other Vendors' final scores without identifying the Vendors.

3. Protest Procedures

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

Grounds for Protest

A protest may be made based on these grounds only:

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

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

Protest Form and Content

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

- The name of the protesting Vendor, mailing address and phone number, and the name of the individual responsible for submission of the protest.
- The RFP number and name of the issuing agency.
- A detailed and complete statement of the specific action(s) by the AOC under protest.
- The grounds for the protest.
- Description of the relief or corrective action requested.

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

Submitting a Protest

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

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

Protest Process

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

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

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

The AOC will follow these procedures in reviewing the protest:

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

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

- a. Find that your protest lacks merit and uphold the AOC's actions;
- b. Find that any errors in the RFP process or in the AOC's conduct did not influence the outcome of the RFP, and uphold the AOC's actions; or

- c. Find merit in the protest and provide options for corrective action by the AOC which may include:
 - That the AOC correct any errors and re-evaluate all proposals affected by its determination of the protest;
 - That the AOC reissue the RFP document; or
 - That the AOC make other findings and take such action as may be appropriate.

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

Execution of the Contract

Generally

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

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

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

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

General Terms and Conditions

The Vendor selected will be expected to enter into a contract with the AOC which will contain special terms and conditions related to this RFP and general terms and conditions. The Special Terms and Conditions will be based on the services to be provided as described in this RFP. **In no event is a Vendor to submit its own standard contract terms and conditions as a response to this RFP.** The general terms and conditions are attached as Appendix B. Many of these clauses are required by Washington State law and cannot be negotiated.

Criminal Background Check

As a requirement of the contract, the AOC may complete background investigations of the Vendor and any employee, assistant, agent, or subcontractor of the Vendor completing work under the contract. Such an investigation may include, but not be limited to, fingerprinting and criminal history records checks. The Vendor and 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.

Confidentiality Agreements

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

Hardware And Software Responsibility

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

XI. Appendices

Appendix A – Vendor Response Checklist

Responses to major sections of the Proposal are to be submitted in the order noted below. The questions in each of the sections are described below. All questions must be answered, the answers must be numbered to correspond to the appendix numbering, and all items must be included as part of the Proposal for the Proposal to be considered responsive, even though certain items may not be scored.

Submittal Letter containing the following information:

1. Vendor Name.
2. Contact name, address, telephone number, e-mail address and fax number of Vendor's point of contact.
3. Provide a statement that no assistance in preparing the response was received from any current or former employee of the AOC whose duties relate(d) to this RFP, unless such assistance was provided by the county 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.
4. State whether any of the individuals that will provide services if the Vendor is awarded a contract is a current AOC employee or former AOC employee

- during the past two years. If true, state the individual's title and termination date.
5. If the Vendor has had a contract terminated for cause during the past five (5) years, describe 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 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.
 6. The Vendor must disclose any and all judgments, pending or expected litigation. If no such condition is known to exist, the Vendor shall warrant as such in a statement.
 7. Explicit agreement from Vendor to adhere to all terms and conditions expressed herein.
 8. Provide a statement that the price quoted in Cost Proposal constitutes a firm offer valid for ninety (90) days from the Proposal due date. Cost should include any travel and per diem expenses.
 9. A section detailing how the Vendor meets each of the requirements under the Minimum Qualifications Section of this RFP.
 10. A section that describes how the vendor plans to address each deliverable set forth in Section VI of this RFP.
 11. Provide the earliest date on which you could begin work. Also include a range of subsequent possible start dates, in the event the AOC is unable to begin on your earliest date. Explain the risks to the AOC associated with these dates, if any.

Cost Proposal

Vendors are required to submit a cost Proposal for the work. Total cost proposal cannot exceed \$80,000.

References

Vendor must provide a list of at least three (3) references for which they have delivered services of similar size and scope. Include the company names, mailing addresses, contact names, telephone numbers, dates of service, contract value, and a brief description of the similar services you provided for them in the past. Provide references for all aspects of your Proposal. AOC may contact referenced clients during the evaluation process. Please include other court systems or Washington State agencies if possible.

Appendix B - General Terms and Conditions