

STATE OF SOUTH DAKOTA
UNIFIED JUDICIAL SYSTEM
500 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

CONSULTANT - CONSULTING SERVICES TO CONDUCT STRATEGIC PLANNING FACILITATION
PROPOSALS ARE DUE NO LATER THAN 5:00 PM, CDT ON MARCH 11 ,2024

RFP#: 24RFP10026

PROPOSALS DUE

TO:

Unified Judicial System

PHONE: (605) 773-3474

EMAIL:

RFP#24RFP10026@ujs.state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: Beth Urban TELEPHONE NO: 605-773-3474

FAX NO: 605-773-8437 E-MAIL: Beth.urban@ujs.state.sd.us

1.0 GENERAL INFORMATION

1.1 CERTIFICATION RELATING TO PROHIBITED ENTITY

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by SDCL 5-18A. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.2 CERTIFICATION OF NO STATE LEGISLATOR INTEREST

Offeror (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to any Agreement entered into as a result of this RFP. By signing an Agreement pursuant to this RFP, Offeror hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

1.3 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The State of South Dakota, Unified Judicial System (UJS) is the judicial branch of state government in South Dakota. The judiciary is responsible for the courts adjudicating legal disputes/disagreements and interpreting, defending, and applying the law in legal cases. We have 604.7 full-time equivalent (FTE) that includes both full and part-time judges and employees. These employees occupy judicial, professional, technical, administrative, clerical, and general labor positions across the entire State of South Dakota.

This RFP is focused on the UJS seeking a qualified contractor to facilitate strategic planning sessions and examine current realities, define a vision for the future, and develop a strategic plan for our organization to focus on objectives and initiatives to promote access to justice and employee efforts and innovation. Some key contractor functions will be:

- facilitating strategic planning sessions with employees and other stakeholders to define the mission, objectives, and initiatives;
- developing and administering surveys;
- analyzing survey data and sharing findings;
- identifying trends, themes, and priorities;
- assisting in drafting the mission, objectives, and initiatives;
- assisting in developing metrics to evaluate progress towards strategic plan objectives and initiatives.

The UJS expects that the successful contractor will commence their work in March 11, 2024 and complete no later than December 31, 2024.

Restriction of Boycott of Israel

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.4 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Unified Judicial System is the issuing office for this document and all subsequent addenda relating to it.

1.5 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

Description	Due Date
• RFP Publication	February 2, 2024
• Deadline for Submission of Written Inquiries	February 19, 2024
• Responses to Offeror Questions	February 23, 2024
• RFP proposals due	February 26, 2024 5:00 p.m. CDT
• Anticipated Award Decision/Negotiation	March 11, 2024

1.6 SUBMITTING YOUR PROPOSAL

All proposals must be completed and sent via email to RFP#24RFP10026@ujs.state.sd.us by the date and time indicated in the Schedule of Activities. All RFP submissions must include all attachments for consideration. Only email submissions will be accepted. The email subject line must include the appropriate RFP #24RFP10026.

Proposals received after the deadline will be late and ineligible for consideration.

1.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.8 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with the UJS provide a statement of non-discrimination. By signing and submitting their proposal, the contractor certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.10 OFFEROR INQUIRIES

Offerors may make email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to RFP#24RFP10026@ujs.state.sd.us subject line RFP #24RFP10026.

The Unified Judicial System prefers to respond to contractor's inquiries (if required) via e-mail. All offerors will be informed of any inquiries and the UJS's response. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.11 PROPRIETARY INFORMATION

The proposal of the successful contractor(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the UJS. All materials submitted become the property of the Unified Judicial System and may be returned only at the UJS's option.

1.12 LENGTH OF CONTRACT

The agreement is to commence on March 11, 2024 and terminate on December 31, 2024.

1.13 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely be in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota. The laws of South Dakota shall govern this transaction.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the UJS's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1** The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3.0 contract as Exhibit A and incorporated by reference. The Contractor's response to this RFP shall be considered part of the Work Plan.
- 2.2** The Contractor's services under this Agreement shall commence on March 11, 2024 and end on December 31, 2024, unless sooner terminated pursuant to the terms hereof. The Contractor will not use UJS equipment, supplies or facilities. The Contractor will provide the UJS with its Employer Identification Number, Federal Tax Identification Number, or Social Security Number upon execution of this Agreement. The Contractor will also provide the UJS with its Certificate of Authority issued by the South Dakota Secretary of State upon execution of this Agreement.
- 2.3** The TOTAL AGREEMENT AMOUNT is an amount not to exceed \$45,000.00. The UJS will make payment upon satisfactory completion of the services in an amount agreed by the parties and stated in the Agreement. The UJS will not pay the Contractor's expenses as a separate item. Payment will be made monthly pursuant to itemized invoices submitted with a signed UJS voucher.
- 2.4** The Contractor agrees to indemnify and hold the Unified Judicial System, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the UJS, its officers, agents and employees or from the errors or omissions of third parties that are not officers, employees or agents of the Contractor unless such errors or omissions resulted from the acts or omissions of the Contractor. Nothing in the Agreement is intended to impair the insurance coverage of the Contractor or any subrogation rights of the Contractor's insurers.
- 2.5** The Contractor, at all times during the term of the Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:
 - A. Commercial General Liability Insurance: The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
 - B. Professional Liability Insurance: The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.
 - C. Business Automobile Liability Insurance: The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
 - D. Worker's Compensation Insurance: The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under the Agreement, the Contractor shall furnish the UJS with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the UJS and provide a new certificate of insurance continuous coverage in the amounts required. The Contractor shall furnish copies of insurance policies if requested by the UJS.

- 2.6** While performing services under agreement with the UJS, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.7** The Contractor agrees to report to the UJS any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject the Contractor or the UJS to liability. The Contractor shall report any such event to the UJS immediately upon discovery.

The Contractor's obligation under this section shall only be to report the occurrence of any event to the UJS and to make any other report provided for by their duties or applicable law. The Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the UJS under this section shall not excuse or satisfy any obligation of the Contractor to report any event to law enforcement or other entities under the requirement of any applicable law.

- 2.8** This Agreement may be terminated by either party hereto upon ninety (90) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the UJS at any time with or without notice. If termination for such a default is effected by the UJS, any payments due to the Contractor at the time of termination may be adjusted to cover any additional costs to the UJS because of the Contractor's default. Upon termination the UJS may take over the work and may award another party an agreement to complete the work under the Agreement. If after the UJS terminates for a default by the Contractor it is determined that the Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.9** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for the intended purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the UJS. Termination for any of these reasons is not a default by the UJS nor does it give rise to a claim against the UJS.
- 2.10** This Agreement may not be assigned without the expressed prior written consent of the UJS. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part thereof, and be signed by an authorized representative of each of the parties hereto.
- 2.11** The Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, Unified Judicial System. Any lawsuit pertaining to or affecting the Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.12** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.13** In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

- 2.14** All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided therein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
- 2.15** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Deputy State Court Administrator, on behalf of the UJS, and by _____, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.16** The Contractor may not use subcontractors to perform the services described in this Agreement without the express prior written consent of the UJS. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the UJS, and to provide insurance coverage for the benefit of the UJS in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.17** The Contractor acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the UJS by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the UJS and will not be used in any way by the Contractor without the written consent of the UJS. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the UJS.
- 2.18** The Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. The Contractor further agrees that it will immediately notify the UJS if during the term of the Agreement the Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.19** The UJS, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents or files in paper or electronic form related to services rendered under this Agreement. The Contractor will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or six (6) years following termination of the Agreement.
- 2.20** The Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3.0 SCOPE OF WORK

Overview

The scope of the Consultant's services will include the following services:

- 3.1** Project Planning and Management

- 3.1.1 Upon award, the Consultant will meet with Unified Judicial System leadership telephonically or in person in Pierre, South Dakota, so the UJS may provide the Consultant with the expectations of the services to be provided. Outcomes of this meeting will include, but are not limited to:
 - 3.1.1.1 A project timetable and milestones for the basis of the partnership between the UJS, and the Consultant.
- 3.2 Strategic Planning Sessions
 - 3.2.1 The Consultant will facilitate strategic planning sessions with judges, employees, and other stakeholders to define and draft mission, objectives, and initiatives.
- 3.3 Survey Development
 - 3.3.1 The Consultant will develop a survey for judicial employees and partners to determine strengths, weaknesses, opportunities, and primary objectives. The Consultant will develop and deliver a survey instrument for UJS approval. This instrument will gather data for analysis.
- 3.4 Analysis of Survey Data
 - 3.4.1 The Consultant will analyze the survey data and identify trends, themes, and priorities; and any associated tables and documents to demonstrate such data.
 - 3.4.2 The Consultant will facilitate either in-person or virtual meetings to clarify and discuss survey information and clarify for UJS leadership.
- 3.5 Assist in drafting mission, objectives, and initiatives
 - 3.5.1 The Consultant will assist the UJS in drafting strategic planning missions, objectives and initiatives.
- 3.5 Develop metrics
 - 3.5.1 The Consultant will assist UJS with developing metrics to measure the success of objectives and initiatives.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the scope of work and evaluation categories and that the Unified Judicial System is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, contractors, or other parties acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP, to RFP#24RFP10026@ujs.state.sd.us. Offerors and their agents may not contact any UJS employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3 The offeror may be required to submit a copy of their most recent audited financial statements upon the UJS's request.

- 4.4 The offeror must provide the following information related to at least two previous or current service/contracts, performed by the contractor's organization, which are similar to the requirements of this RFP. The offeror must provide this information for any service/contract that has been terminated, expired or not renewed in the past 3 years:
- 4.4.1 Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - 4.4.2 Dates of the service/contract; and
 - 4.4.3 A brief, written description of the specific prior services performed and requirements thereof.
- 4.5 Describe the offeror's firm's history, size, locations and number of employees.
- 4.6 Location of the office from where consulting services would be provided.
- 4.7 Provide information on principal consultant who would be responsible for the Unified Judicial System's account, their professional background and experience. Specifically include individual's experience dealing with public and private employers. If you expect to utilize other personnel to accomplish the duties specified in this RFP, provide the same information requested above for each of the personnel listed.
- 4.8 Address the principal consultant's experience with facilitating strategic planning activities (specifically public sector surveys)
- 4.9 Please provide a minimum of five references, including at least one that is a previous client and one that is a UJS or company of a similar size if available. The references need to include: reference name, contact name, address, phone number, e-mail address and length of time associated with your organization.
- 4.10 Describe any pending litigation against the offeror's firm.
- 4.11 Describe the professional liability coverage carried by the offeror's firm.
- 4.12 Describe any other facets of the offeror's organization and the offeror's firm's experience that are relevant to this proposal that have not been previously described and that the offeror feels warrant consideration.
- 4.13 Proposals must list staff members, qualifications, and experience.

PROPOSAL RESPONSE FORMAT

- 4.1 The offeror must provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word, EXCEL or PDF electronic format by email to RFP#24RFP10026@ujs.state.sd.us.
- 4.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 4.3 All proposals must be organized with labels for the following headings:
- 4.3.1 **RFP Form.** The UJS's Request for Proposal form completed and signed.
 - 4.3.2 **Executive Summary.** The one (1) or two (2) page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

4.3.3 Detailed Response. This section should constitute the major portion of the proposal and must contain at least the following information:

4.3.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.

4.3.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.

4.3.3.3 A clear description of any options or alternatives proposed.

4.3.4 Cost Proposal. Cost will be evaluated independently from the technical proposal. Contractors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

4.3.4.1 A per hour rate for consulting services is desirable for the primary consultant.

4.3.4.2 It is expected that the firm will provide the Scope of Services as described in Section 3.0 for an all-inclusive not to exceed lump sum price which shall include labor, mileage, insurance, travel expenses, lodging, office supplies, office equipment, photocopying, overhead and profit and all other expenses necessary to complete the referenced project according to "normal" industry standards per the specifications, exclusive of all taxes. Overhead shall include all costs associated with project management, corporate accounting, invoice preparation, and all other expenses indirectly associated with the project. Include this all-inclusive lump sum in the proposal.

4.3.4.3 The UJS recognizes that at times various projects and services may develop that are not part of the proposed Scope of Services. UJS will pay the current hourly billing rates for the position title for each level of employee that may be involved in conducting additional services. The hourly rates are to be all inclusive of labor, mileage, insurance, travel expenses, lodging, office supplies, office equipment, photocopying, overhead and profit and all other expenses necessary to complete the referenced project according to "normal" industry standards per the specifications, exclusive of all taxes. Overhead shall include all costs associated with project management, corporate accounting, invoice preparation, and all other expenses indirectly associated with the project.

4.3.4.4 Describe additional costs, if any, which may be charged for minor requests/questions that require minimal research time.

4.3.4.5 See section 6.0 for more information related to the cost proposal.

5.0 PROPOSAL EVALUATION AND AWARD PROCESS

5.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

5.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;

- 5.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 5.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
- 5.1.4 Availability to the project locale;
- 5.1.5 Familiarity with project locale;
- 5.1.6 Proposed project management techniques;
- 5.1.7 Ability and proven history in handling special project constraints; and
- 5.1.8 Cost.**
- 5.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information documenting successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 5.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 5.4 The UJS reserves the right to reject any or all proposals, waive technicalities, make award(s) or modify the RFP requirements after award as deemed to be in the best interest of the Unified Judicial System.
- 5.5 The requesting agency and the highest ranked officer shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
 - 5.5.1 If the agency and the highest ranked officer are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 5.5.2 The negotiation process may continue through successive officers, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

6.0 COST PROPOSAL

- 6.1 In addition to the total cost of services, the UJS requests the offeror present the cost proposal to reflect the estimated costs for each of the following services:
 - 6.1.1 Project Planning and Management;
 - 6.1.2 Strategic Planning Sessions;
 - 6.1.3 Survey Development;
 - 6.1.4 Analysis of Survey Data;
 - 6.1.5 Assistance in drafting mission, objectives, and initiatives; and
 - 6.1.6 Developing metrics.