

**Request for Qualifications &
Quotations
ACQ-2015-1218-RFQQ**

**Quality Assurance Consulting
Services**

Offered by

**Washington State
Administrative Office of the Courts**

Proposal Due Date: January 29, 2016

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Appendix A – *Draft* Payment Schedule

Appendix B – *Draft* Statement of Work

Attachment A – Vendor Confidentiality Agreement

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Exhibit E - Cost Proposal Sheet

Exhibit F - Fixed Price Certification

Exhibit G - JIS Data Standards for Alternative Electronic Court Records Systems

1. GENERAL INFORMATION

1.1 INTRODUCTION

The Administrative Office of the Courts (AOC) is offering this Request for Quotations and Qualifications (RFQQ) to solicit organizations or individuals, hereafter called “Vendor,” interested in providing expert level Quality Assurance consulting services as identified in this RFQQ.

1.2 AGENCY BACKGROUND

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 428 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.

The AOC provides a range of technology services that support the automation needs of its clients (Courts and Justice Partners). Our mission is to provide information and reliable services for Washington Courts, law and justice partners and the public in order to advance the efficient and effective operation of the Washington Judiciary. The AOC has approximately 85 employees supporting information systems operations, development and maintenance.

The AOC currently supports:

- 16,000+ Court Customers
- 8,000+ Third Parties (public/other agencies)
- An average 1,200 service requests each month
- Ongoing support for 9 Justice Information Systems (JIS)
- Ongoing support for 50+ other systems

1.3 PROJECT BACKGROUND

The Administrative Office of the Courts, Information Services Division’s (ISD) Information Networking Hub (INH) Expedited Data Exchange (EDE) project is focused on allowing the agency to meet its Data Exchange needs through a centralized hub-and-spoke model for information sharing. Sharing court case information across the state is complicated as different jurisdictions use different Case Management Systems (CMS). The INH project was established to help bridge this gap and make information sharing easier by establishing a consolidated repository of court information and making a set of exposed “Services” or transaction interfaces available to the State’s CMS portfolio.

1.4 OBJECTIVE

AOC requires a Vendor to provide Quality Assurance consulting services related to the Information Services Division's (ISD) project for the INH EDE project. Vendor will perform the following primary duties:

1. Monitor progress against schedule (status and stage of completion), costs, and requirements compliance for risk indicators.
2. Inform AOC of risk factors and prescribe corrective actions to reduce or prevent a risk.
3. Meet regularly with the project team, as needed, upon intervals based upon current project activities. Document weekly accomplishments and deliverables including a written assessment of each deliverable and task specified in the Project Plan for all tracks of the INH EDE project.
4. Review the quality of deliverables and products produced.
5. Monitor the progress of the INH EDE project against plans for the following month's accomplishments.
6. Attend required meetings with the INH EDE Project Steering Committee, Judicial Information System Committee (JISC), AOC and Vendor project teams, and other stakeholders as required.
7. Provide Quality Assurance consulting services beginning upon contract execution and continuing through system implementation and initial rollout of the Pilot Court, King County District Court.
8. Potential continuation of Quality Assurance consulting services may be authorized under optional contract terms for the EDE early adopters. Optional contract terms will be made at AOC's discretion based on project needs and funding availability.

1.5 BACKGROUND

AOC provides a range of technology services that support the Washington court customers' automation, operations and information needs. The Washington Courts are non-unified (i.e., each court has independence in managing its own operation). Although AOC has provided a central Judicial Information System (JIS) to the courts, most of those applications are twenty to thirty years old and require modernization to meet the needs of the courts of today. As a result, AOC is currently transforming the service delivery model for the JIS and will be implementing data integration services to support the new model.

AOC's ISD is currently transforming from an internal software development shop to a system integrator through the use of a portfolio of commercial off-the-shelf (COTS) based applications and will require the data in those COTS applications to be integrated with the existing JIS data. The various court levels and court jurisdictions across the state are not mandated to use the state system and integration efforts will also need to encompass any locally owned case management applications. Integration efforts for any

locally owned case management applications will require collaborative efforts between AOC and the individual courts.

Currently, AOC is working in conjunction with King County for integration of the District Court's own COTS application. The KCDC project will act as the pilot court for integration of a third-party case management application into AOC's EDE.

Following discussion between AOC and King County regarding the integration of the District Court's own COTS application, the INH EDE Steering Committee recognized the need for an independent Quality Assurance Vendor for the Pilot court.

As a result, AOC is looking for Vendors who have expertise in providing Quality Assurance consultation for high-risk, large scale IT integration projects similar to the INH EDE project.

1.6 CONTRACT TERM

The Contract will be effective upon the date of final signature of either party. The Contract will provide for an initial one (1) year term and provide, at AOC's option, for four (4) additional optional one (1) year term. Additional optional contract years will also be dependent upon project needs and approval of funding availability.

1.7 DEFINITIONS

The following terms as used throughout this RFQQ shall have the meanings set forth below.

"AOC" shall mean the Washington State Administrative Office of the Courts, a state agency pursuant to [Chapter 2.68 RCW](#)

"Business Days and Hours" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the State of Washington.

"Confidential Information" shall mean information that is exempt from disclosure to the public or other unauthorized persons under either [chapter 42.17 RCW](#), [chapter 42.56 RCW](#), court rules, or other state or federal statutes. Confidential Information may include, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit and debit card information, driver's license numbers, medical data, law enforcement records, source code or object code, security data, or any related payroll/labor data.

"ISD" shall mean Information Services Division of the Administrative Office of the Courts.

"JIS" shall mean Administrative Office of the Court's Judicial Information System.

"JISC" shall mean Administrative Office of the Courts' Judicial Information Services Committee.

"Mandatory" or **"(M)"** shall mean the Vendor must comply with the requirement, and the response will be evaluated on a pass/fail basis.

“**Mandatory Scored**” or “**(MS)**” shall mean the Vendor must comply with the requirement, and the Response will be scored.

“**Proposal**” shall mean a written offer to perform a contract to provide goods or services to the State in response to an RFQQ or other acquisition process.

“**RCW**” shall mean the Revised Code of Washington.

“**RFQQ**” shall mean the Request for Quotations and Qualifications.

“**SC-CMS**” shall mean Superior Court Case Management System project.

“**Services**” as defined by [RCW 39.29](#) to mean professional or technical services provided by a consultant to accomplish a specific study, project, task, or other work statement.

“**SOW**” shall mean Statement of Work as provided in **Appendix A** to **Exhibit C** to the RFQQ.

“**State of Washington**” Unless otherwise restricted, includes all members of the State of Washington, State Purchasing Cooperative including where applicable: State agencies, the state judicial branch, political subdivisions of Washington qualified non-profit corporations, institutions of higher education (e.g., colleges, universities, community & technical colleges) who choose not to purchase independently under RCW 23.B.10.

“**Subcontractor**” shall mean one not in the employment of Vendor, who is performing all or part of the business activities under this RFQQ under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

“**Vendor**” shall mean, as the context requires, Vendor, its employees and agents; any firm, provider, organization, individual, or other entity performing the business activities under this RFQQ; and any subcontractor retained by Vendor as permitted under the terms of this RFQQ.

“**Vendor Account Manager**” shall mean a representative of Vendor who is assigned as the primary contact person whom the Purchaser Contract Manager shall work with for the duration of the awarded Contract and as further defined in the section titled **Vendor Account Manager**.

“**Vendor Contracting Officer**” shall mean the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this RFQQ, an authorized representative of Vendor Contracting Officer acting within the limits of his/her authority.

1.8 RFQQ COORDINATOR

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

Cheryl Mills, RFQQ Coordinator

Phone: (360) 704-5505 Fax: (360) 956-5700 Email: cheryl.mills@courts.wa.gov

All proposals shall be addressed to the RFQQ Coordinator in the following manner:

If using US Postal Service:

If using UPS, FedEx, etc

Administrative Office of the Courts
Management Services Division
Attn: Cheryl Mills
P.O. Box 41170
Olympia, WA 98504-1170

Administrative Office of the Courts
Management Services Division
Attn: Cheryl Mills
1206 Quince Street SE, Bldg. 2
Olympia, WA 98504-1170

Vendors may use fax and/or email for any communication required in this RFQQ, EXCEPT for a formal response to this RFQQ (Vendor Proposal) and protest, if any. Vendors may not send proposals or protests by fax or email communication.

1.9 COMMUNICATIONS

All Communications concerning this acquisition must be directed to the [RFQQ Coordinator](#). **Unauthorized contact regarding the RFQQ with other state employees may result in disqualification.** Any oral communications will be considered unofficial and non-binding on the AOC. Vendors shall reply only on written statements issued by the [RFQQ Coordinator](#).

Solicitation to AOC employees is prohibited in any form.

1.10 ACQUISITION SCHEDULE

<u>Event</u>	<u>Date</u>	<u>Time</u>
Release RFQQ to Vendors	January 15, 2016	
Written Questions Due from Vendors	January 22, 2016	4 PM
Answers to Questions Released	January 26, 2016	5 PM
Amendment – (if required)	January 27, 2016	5 PM
Vendor Proposals Due	January 29, 2016	4 PM
Vendor Interviews	February 9 & 10, 2016	TBD
Notification of Apparently Successful Vendor	February 12, 2016	5 PM
Contract Execution (on or before)	March 4, 2016	

The contents of this RFQQ and any Amendments/addenda and written answers to questions will be available on the AOC website at:

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

1.11 DELIVERY OF PROPOSALS

The proposal, whether mailed or hand delivered, must be received by the [RFQQ Coordinator](#) at the address specified no later than the date and time provided in [Section 1.10](#). Late proposals shall not be accepted and shall automatically be disqualified from further consideration. The method of delivery shall be at your discretion and it shall be at your sole risk to assure delivery at the designated office. Faxed or emailed proposals will not be accepted and will be disqualified.

1.12 LATE DELIVERY OF ANY DOCUMENTS

AOC assumes no responsibility for delays caused by the US Postal Service, or other delivery systems regarding any Vendor documents submitted in response to this RFQQ. Time extensions will not be granted. Documents received after a specified deadline will be deemed as non-responsive and will not be accepted, reviewed, or evaluated.

1.13 NUMBER OF COPIES

Send two (2) originals and five (5) identical copies and, on an unrestricted, non-password-protected CD-ROM or USB flash drive, one (1) complete copy of the proposal in portable document format (PDF), and one (1) complete copy in native file format readable by MS Office 2007 or newer to the [RFQQ Coordinator](#). The PDF submission must provide a separate file for each volume of Vendor's proposal as specified in [Section 2.1](#).

1.14 SINGLE AWARD

Upon contract award, AOC shall enter in contract negotiations with one (1) Vendor as a result of this RFQQ.

1.15 EXCEPTIONS TO RFQQ

Vendors should carefully review this RFQQ and all of its exhibits. Any Vendor wishing to take exception to any of the contents of this RFQQ must notify the [RFQQ Coordinator](#) in writing as specified in [Section 1.8](#) of this RFQQ.

1.16 VENDOR COMPLAINTS

It is incumbent upon each potential Vendor to carefully examine these requirements, terms, and conditions. Should any potential Vendor find discrepancies, omissions, or ambiguities in this RFQQ, Vendor shall at once submit, in writing, to the [RFQQ Coordinator](#) a request for an interpretation. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information shall be made, in writing, (including facsimile and e-mail) to the [RFQQ Coordinator](#), as specified in [Section 1.8](#).

A complaint may be made before a Vendor responds to a solicitation document if Vendor believes that the document unduly constrains competition or contains inadequate or improper criteria. The written complaint must be made to the [RFQQ Coordinator](#) before the due date of the proposal; however, the solicitation process may continue.

The RFQQ Coordinator shall immediately forward a copy of the complaint to AOC's Information Services Division, Chief Information Officer, or his/her designee. Upon internal AOC review, RFQQ Coordinator shall reply with a proposed solution to the Vendor who filed the complaint. The AOC decision is final and no further administrative appeal is available.

1.17 WRITTEN QUESTIONS FROM VENDORS

Specific questions concerning this RFQQ may be submitted in writing to the RFQQ Coordinator at the address specified in [Section 1.8](#) of this RFQQ. Fax and e-mail submission of questions is acceptable. The [RFQQ Coordinator](#) must receive questions no later than the date and time specified in [Section 1.10](#). AOC will not respond to Vendor questions submitted after said deadline.

All Vendor questions will be compiled by the [RFQQ Coordinator](#) for review by AOC. Responses from AOC will be presented in written form as the Question & Answer (Q&A) Document to the RFQQ. The Q&A Document will be published by the [RFQQ Coordinator](#) in [Washington Electronic Business Solution \(WEBS\)](#) and at the web site provided in [Section 1.10](#).

1.18 AMENDMENT TO THE RFQQ

In the event that it becomes necessary to revise any part of this RFQQ, an amendment will be provided to all Vendors who request it, or the amendment may be obtained on the same web site as the original RFQQ was posted.

The Vendor is instructed to disregard any oral representations it may have received. Proposal evaluation will be based on the material contained in the RFQQ and any amendments to the RFQQ that have been issued.

AOC reserves the right to revise the RFQQ and to issue amendment(s) to the RFQQ. For this purpose, the answers to questions that are submitted to the [RFQQ Coordinator](#), together with other pertinent information, shall be provided as an amendment to the RFQQ.

AOC also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to the execution of a contract. In the event it becomes necessary to revise any part of the RFQQ, an amendment shall be published in WEBS and at the web site provided in [Section 1.10](#).

If a conflict exists between amendments, or between an amendment and the RFQQ, the document issued last shall take precedence.

1.19 VENDOR INTERVIEWS

Following scoring of the Vendor(s) written proposals, Vendors shall be ranked. Top Ranked Vendor(s) shall move on to the Vendor Interviews phase of the evaluation process. See [Section 5](#) for additional information.

AOC will be holding mandatory interviews with Top Ranked Vendors. All Vendors offered an interview shall be provided a set of standard questions in advance of their scheduled interview. Vendor interviews shall also consist of specific questions unique to an individual Vendor requesting additional clarification regarding information provided in the Vendor's proposal.

Each interview will be limited to three (3) hours and consist of a brief presentation by the Vendor summarizing their Proposal followed by a discussion focused primarily on the Vendor's technical approach, and project delivery approach. Both the Project Manager and QA Lead proposed by Vendor must attend the scheduled interview, conduct the presentation, and lead the Vendor's portion of the discussion. RFQQ Coordinator will contact the Vendor representative to schedule interviews per the date and time provided in the Acquisition Schedule provided in [Section 1.10](#).

At AOC's discretion, interviews with Top Ranked Vendor(s) may be held via video conference or onsite at AOC in Olympia, WA. Upon notification as a Top Ranked

Vendor selected to provide an interview, the [RFQQ Coordinator](#) will provide scheduling details to the Vendor's Authorized Representative.

1.20 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Vendors must clearly mark every page of any portion(s) of their proposal that contains proprietary information. Vendor may not mark the entire proposal as copyrighted, proprietary, or confidential. Any proposal containing language that copyrights the proposal, declares the entire proposal to be confidential, or declares that the document is the exclusive property of the bidder will be disqualified and removed from consideration. If AOC receives a request to view or copy the proposal, AOC shall respond according to public disclosure procedures described in this RFQQ. However, if any information is marked as proprietary or confidential in the proposal, AOC shall not make that portion available without giving Vendor an opportunity to seek a court order preventing disclosure. Cost proposals are not proprietary.

Materials submitted in response to this competitive procurement shall become the property of AOC.

All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is awarded; that is, signed and approved by all parties or a decision is made not to award this RFQQ. Thereafter, the proposals shall be publicly accessible.

Any information contained in a proposal that is considered proprietary by Vendor must be clearly designated as such. Each page must be identified, as well as the specific legal reason (e.g., statute, court rule, case law, etc.) upon which Vendor is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "proprietary" printed in the lower margins of each page, as appropriate. Marking of the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view or obtain a copy of a Vendor's proposal, AOC will comply with applicable public disclosure requirements. If any information in the proposal is marked as proprietary, such information will not be made available until the affected Vendor has been given an opportunity to seek an injunction or restraining order against the requested disclosure.

Documents provided requestor as a result of a Public Records Request shall be provided electronically. Alternatively, AOC will charge for copying and shipping any copies of materials. Submit Public Records Requests directly to AOC by mail to PublicRecordsOfficer@courts.wa.gov.

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

1.21 MANDATORY RESPONSE OVERVIEW

Vendors must complete a response to all requirements within all RFQQ sections. Proposals may be disqualified for not completing proposal sections. Each Mandatory item is noted with (M) and scored on a pass/fail basis. Each Mandatory Scored item is noted with (MS) and scored based on how Vendor response meets compliance with the requirement.

In response to each RFQQ requirement, Vendors must clearly state whether or not their solution meets the requirement by providing a detailed description of how the proposed solution will meet the requirement. Vendors will be scored based on how well Vendor meets AOC's requirements. Failure to meet an individual requirement will not be the basis for disqualification; however, failure to provide a response may be considered nonresponsive and be the basis for disqualification of the proposal

1.22 FAILURE TO COMPLY

For your response to be considered complete you must respond all requirements of this RFQQ. Vendors must provide a response to all sections of the RFQQ. Vendor's failure to comply with any part of the AOC's request for proposal may result in the Vendor's proposal being disqualified for being non-responsive to AOC request. Refer to Section x for further information.

1.23 RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS

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

1.24 MOST FAVORABLE TERMS

AOC reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Proposer can offer. AOC reserves the right to contact a Proposer for clarification of its proposal during the evaluation process. In addition, if a proposal is selected, AOC reserves the right to enter into contract negotiations with the Apparent Successful Vendor, which may include discussion regarding the Proposer's approach to meeting the terms of the service contract. Contract negotiations may result in incorporation of some, or all of the Proposer's entire proposal. The Proposer must be prepared to accept this RFQQ for incorporation into a contract resulting from ACQ-2015-1218-RFQQ. The contract may incorporate some or the Vendor's entire proposal. At its discretion, AOC reserves the right to request best and final offers from the RFQQ finalists. It also is understood that the proposal will become a part of the official procurement file.

1.25 COPYRIGHT PRIVILEGES

All copyright privileges for any material developed to satisfy the terms of any awarded contract resulting from this RFQQ process are to remain the property of the AOC. Exceptions to this policy must be agreed upon by the AOC and specified in writing in the Vendor's contract with the AOC. A draft contract is included as **EXHIBIT C** to the RFQQ.

1.26 ACCEPTANCE PERIOD

Proposals providing less than sixty (60) calendar days for acceptance by AOC from the due date set for receipt of proposals will be considered non-responsive and will be rejected. Refer to **EXHIBIT A** for additional information.

1.27 ERRORS IN VENDOR RESPONSES

AOC will not be liable for any errors or omissions in Vendor's Response. Vendors will not be allowed to alter Response documents after the RFQQ Response due date identified in [Section 1.10](#).

AOC reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Response

1.28 NO OBLIGATION TO BUY/RESPONSE REJECTION

AOC reserves the right to refrain from contracting with any Vendor. The release of this RFQQ does not obligate AOC to purchase Services. Furthermore, AOC reserves the right to reject any or all Responses at any time without penalty

1.29 WITHDRAWAL OF PROPOSALS

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time in [Section 1.10](#). A written request signed by an authorized representative of the Vendor must be submitted to the [RFQQ Coordinator](#) by postal mail, email, and facsimile or in person to the [RFQQ Coordinator](#). After withdrawing a previously submitted Response, the Vendor may submit another Response at any time up to the due date and time of Vendor Proposals as noted in [Section 1.10](#)

1.30 PROPOSAL REJECTIONS

AOC will make the sole determination of clarity and completeness in the responses to any of the provisions in this RFQQ. AOC reserves the right to require clarification, additional information and materials in any form relative to any or all of the provisions or conditions of this RFQQ

1.31 NON-ENDORSEMENT

No informational pamphlets, notices, press releases, research reports and/or similar public notices concerning this project, may be released by the ASV, without obtaining prior written approval from AOC.

1.32 PAYMENT ADVANCES PROHIBITED

The Constitution of the State of Washington prohibits payments in advance for anticipation of receipt of goods or services. Vendors are paid only after services and products are delivered to and approved by the assigned AOC designee.

1.33 ELECTRONIC PAYMENT

The State of Washington prefers to utilize electronic payment in its transactions. Upon contract award, the successful Vendor will be required to register with the State of Washington's Office of Financial Management as a Statewide Vendor. Once registers all invoice payments processed by participating agencies shall be received through direct deposit to Vendor's business account. See <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx> for more information.

1.34 INVOICES

Vendors selected and subsequently performing services for AOC will provide invoices as defined in the executed contract. At a minimum, each submitted invoice must include AOC contract number authorizing the services (i.e., Contract Number PSCXXXXX). The invoice shall be reviewed and approved prior to payment by the AOC Project Manager and will be paid in accordance with the contract. Any incorrectly submitted invoice will be returned to the Vendor by AOC Contract Administrator for correction before payment shall be made. See **EXHIBIT C** for additional information.

1.35 STATE SALES TAX

Vendor will be required to collect and pay Washington State sales tax, if applicable.

1.36 CONDITIONAL SALES CONTRACT

AOC will not enter into a contract, unless the contract can be cancelled for non-allocation of funds by the legislature, with no penalty to the State.

1.37 AWARD BASED ON MULTIPLE FACTORS

The evaluation process is designed to award the contract to the Vendor whose proposal best meets the requirements of this RFQQ. See [Section 7](#) for more information regarding the evaluation process.

1.38 COST OF PREPARING RESPONSES

AOC is not liable for any costs incurred by Vendor in the preparation and presentation of Responses submitted in response to this RFQQ.

1.39 TRAVEL, HOTEL PER-DIEM COSTS

All travel and per diem will be the responsibility of the Vendor and should be considered when preparing the Cost Proposal. No separate allowances or fees will be paid for travel or per diem for the Vendor or Vendor agents.

1.40 NOTIFICATION TO UNSUCCESSFUL VENDORS

Vendors, whose proposals have not been selected, will be notified via email.

1.41 DEBRIEFING OF UNSUCCESSFUL VENDORS

Vendors who submitted a proposal and were not selected will be given the opportunity for a debriefing conference. The [RFQQ Coordinator](#) must receive the request for a debriefing conference within five (5) business days after the notification of unsuccessful Vendor email is sent. The debriefing shall be held within five (5) business days of the request.

Discussion will be limited to a critique of the requesting Vendor's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of thirty minutes.

1.42 PROTESTS

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.

A person authorized to bind the Vendor to a contractual relationship must sign the protest letter. The agency must receive the written protest within five (5) business days after the debriefing conference and must, in turn, immediately notify AOC's designated mediator of receipt of the protest. It must also postpone further steps in the acquisition process until the protest has been resolved.

The protest must state all facts and arguments on which the protesting party is relying. At a minimum, this must include:

1. The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method and name of the issuing agency.
3. Specific and complete statement of the agency's action(s) being protested.
4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.

Only protests stipulating an issue of fact concerning a matter of bias, discrimination, or a conflict of interest, arithmetic errors in computing the score, 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](#).

Protests shall be addressed to:

Chief Information Officer
Information Services Division
Administrative Office of the Courts
1206 Quince Street SE
Olympia, Washington 98501-1170

Vendor shall also forward a copy of the protest to the [RFP Coordinator](#) at the same time it is sent to AOC's ISD Chief Information Officer.

Individuals not involved in the protested acquisition will objectively review the written protest material submitted by the Vendor and all other relevant facts known to the agency. AOC must deliver its written decision to the protesting Vendor within five (5) business days after receiving the protest, unless more time is needed. The protesting Vendor will be notified if additional time is necessary.

Upon receipt of a protest, a protest review will be held by 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. AOC's ISD Chief Information Officer or his/her delegate, will then consider all the information available to him/her and render a written decision within five (5) business days of receipt of the protest, unless additional time is required. If additional time is required, the protesting party will be notified of the delay. The AOC decision is final and no further administrative appeal is available.

END OF SECTION

2. INSTRUCTIONS FOR COMPLETING AND SUBMITTING PROPOSALS

This section establishes the RFQQ Compliance requirements for this acquisition. Vendors must respond and provide detailed information for all items designated Mandatory (M) requirements. Provide all information in the exact order specified in this section. This section is scored as Pass/Fail so completeness is a priority to consideration for the scoring phase of the RFQQ. All items in this section marked (M) must be included as part of the Vendor's proposal to be considered responsive.

2.1 MANDATORY PROPOSAL FORMAT

Proposals should be prepared simply and economically, providing a straightforward and concise description of the Vendor's ability to meet the requirements of this RFQQ. Do not use fancy binding, colored displays or promotional materials. Standard brochures are not to be included in the proposal. Emphasis should be on completeness and clarity of content.

Proposals must be prepared 12-size font Arial or Times Roman and printed on single-side, standard 8 ½ x 11-inch paper using separators for the major sections of the proposal with each copy bound either by binder clips or in three-ring binders.

See [Section 1.13](#) for format requirements of Vendor proposals including number of copies to be provided in the AOC for the evaluation process.

The three volumes of the proposal are to be submitted in the order noted below.

2.1.1 Volume I

This volume is to include the following in exact order:

- Administrative Requirements Response (See RFQQ [Section 2.3](#)).
- Business and Organizational Response (See RFQQ [Section 3](#)).

2.1.2 Volume II

This volume is to include the following in order:

- Vendor Qualifications Response (See RFQQ [Section 4](#)).
- Technical Services Requirements (See RFQQ [Section 5](#)).

2.1.3 Volume III

This volume is to include the following in order:

- Firm Fixed-Price Certification (See RFQQ Section 7.2.).
- Summary Key Deliverables Cost Sheet (See RFQQ Section 8.4.)

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Vendor in preparing a thorough response.

2.2 ELECTRONIC MEDIA FORMAT (M)

Vendor must submit a CD-ROM, or USB flash drive with:

- One non-password-protected and unsecured PDF file for each of the proposal volumes listed above.
- A complete copy of the source files used to produce the entire proposal in native format readable by Microsoft Office 2007 or newer.

2.3 ADMINISTRATIVE REQUIREMENTS (M)

2.3.1 Documents Requiring Original Signatures (M)

The following documents must be signed in *blue* ink and dated by a person authorized to bind Vendor to a contractual relationship (the president or executive director if a corporation, the managing partner if a partnership, the proprietor if a sole proprietorship, etc.).

- **EXHIBIT A** - Certifications and Assurances.
- **EXHIBIT B** – three (3) separate Vendor Business Reference forms
- **EXHIBIT D** - Exceptions, Modifications and/or Additions to Draft Contract.
- **EXHIBIT E** - Firm Fixed-Price Certification.

2.3.2 Letter of Submittal (M)

The letter of submittal must be on official Vendor letterhead and must be signed by a person authorized to bind your organization to a contract. Your letter of submittal must include the following in the order given:

- a. Vendor name.
- b. Name and title of proposing Vendor authorized representative.
- c. Address.
- d. Telephone number.
- e. Fax number.
- f. Statement that proof of required insurance provisions will be provided if awarded a contract as a result of this RFQQ.
- g. Statement indicating, as a condition of contract award, Vendor will register as a statewide vendor within ten (10) Business Days of notification of contract award. See [Section 2.3.12](#) for more information.

2.3.3 Authorized Vendor Representative Identification (M)

Provide information regarding Vendor's sole point of contact for communication relating to this RFQQ.

- a. Authorized Vendor representative name and title.
- b. Address.
- c. Telephone number.

- d. Fax number.
- e. E-mail address.

It is Vendor's responsibility to keep this information current during the RFQQ process and through the entire term(s) of any awarded Contract resulting from this acquisition.

2.3.4 Vendor Account Manager (M)

Vendor shall appoint an account manager who will provide oversight of Vendor contract activities. Vendor's account manager will be the principal point of contact concerning Vendor's performance under this Contract. Vendor shall notify AOC Contract Administrator, in writing, when there is a new Vendor account manager assigned to any award Contract. Provide the following Vendor account manager information:

- a. Vendor account manager name.
- b. Title.
- c. Address.
- d. Telephone number.
- e. Fax number.
- f. E-mail address.

2.3.5 Receipt of RFQQ and Amendments (M)

Responsive proposal submitted by Vendor requires a full understanding of the requirements set forth in this RFQQ and any amendment.

Vendor must provide a statement that acknowledges receipt of the RFQQ, all associated documents and amendments.

2.3.6 Proof of Insurance (M)

Each Vendor must indicate, in the submittal letter and as a condition of contract award, that they will provide proof of insurance from Vendor's insurance carrier, outlining the extent of Vendor's liability coverage.

Vendor shall, at its own expense, obtain and keep in force liability insurance during the term of the contract. Vendor shall furnish evidence to AOC within fifteen (15) business days of receipt of notice of award of amendment, in the form of a certificate of insurance, that insurance will be provided. Refer to **EXHIBIT C** –for insurance requirements.

2.3.7 Certification of Proposal (M)

Provide a signed copy of the "Certifications and Assurances" (**EXHIBIT A**) as an appendix to Vendor's Proposal. The form must be signed in blue ink and dated by a person legally authorized to bind Vendor. Each Vendor shall certify their preparation of the Proposal and stipulate in writing that their Proposal is valid for ninety (90) calendar days after receipt by AOC.

2.3.8 Use of Subcontractors (M)

Vendor must acknowledge and agree that they will be solely responsible for carrying out the requirements of this RFQQ and any resulting Contract. If Vendor anticipates subcontracting any of the work, the subcontractor shall be clearly identified in a proposal submitted by Vendor in response to this RFQQ.

2.3.9 Contracts with AOC (M)

If Vendor is currently under a Contract, or has contracted with AOC within the past twelve (12) months, provide the following information:

- Contract and/or Contract identification (number and/or name).
- Contract and/or Contract begin and end dates.
- Brief statement describing type of services provided.

2.3.10 Contracts With Other Washington State Agencies (M)

If Vendor is currently under a Contract, or has contracted with other Washington State agencies within the past twelve (12) months, provide the following information:

- a. Agency and organizational unit.
- b. Agency office/location.
- c. Contract and/or Contract identification (number and/or name).
- d. Contract and/or Contract begin and end dates.
- e. Brief statement describing type of services provided.

2.3.11 Washington State Employee Identification (M)

If Vendor employs, or has on their governing board as of the date of the Proposal, one or more Washington State employees, those individuals must be identified. In addition, if Vendor employs, or has on their governing board as of the date of the Proposal, one or more former Washington State employees (within the last two years), those individuals must be identified. If following a review of this information, it is determined by the AOC Contract Manager or his designee that a conflict of interest exists, Vendor may be disqualified from further consideration.

- Name of individual.
- State employment separation date.
- Title and/or position within Vendor.
- Statement of responsibilities within Vendor.
- Washington State employing agency.
- Washington State job title and/or classification.
- Current status of Washington State employment.

- Washington State employment separation date.

2.3.12 Vendor Status as a Washington State Business (M)

The ASV must agree to register with the Washington State Department of Revenue. Vendor must also agree to collect and report all applicable state sales taxes.

Vendor must acknowledge and agree to the above requirement.

2.3.13 Register as a Statewide Vendor (M)

The ASV must agree to register with the State of Washington as a statewide vendor within ten (10) business days of notification of contract award.

Vendor must acknowledge and agree to the above requirement.

2.3.14 Contract Terms and Conditions (M)

The ASV will be expected to enter into a contract that is substantially the same as the draft contract attached hereto as **EXHIBIT C**. Many clauses are required by Washington State law and cannot be negotiated. In no event is a Vendor to submit its own standard terms and conditions in response to this solicitation. AOC will review requested exceptions and accept or reject the same at its sole discretion but **only modifications and/or additions** will be open to negotiations. A Vendor must provide one of the two (2) following statements in response to this mandatory requirement:

“Vendor accepts the terms of the draft contract as provided in EXHIBIT C.”

or

“Vendor accepts the terms of the draft contract as provided in EXHIBIT C, EXCEPT FOR those areas identified in the submitted EXHIBIT D in this RFQQ Proposal.”

All identified exceptions, modifications, and/or additions shall be included as **EXHIBIT D** to the Proposal as set forth below in this section. Identify each proposed exception, modification, and/or addition in the following format:

- State the Contract page number as reference.
- State the Contract paragraph in full as originally provided in Exhibit C – Draft Contract.
- State the proposed revised paragraph verbiage in full.

****END OF SECTION****

3. BUSINESS AND ORGANIZATION REQUIREMENTS

This section requires information concerning the business and organizational structure of Vendor submitting a proposal in response to this RFQQ. Vendors must respond and provide detailed information for all items designated Mandatory (M) requirements. Vendors must provide all information in the exact order specified in this section.

Responses to this section must be stand-alone and provided in the organized format provided under [Section 2.1](#) in order to facilitate evaluation and scoring.

3.1 VENDOR BUSINESS DESCRIPTION AND ORGANIZATION (M)

Vendor must provide all information requested below.

3.1.1 Business Identification (M)

Vendor must provide an overview of Vendor, including but not limited to the following:

- Vendor's name and address and main business location.
- The location of the facility from which Vendor would operate, the telephone, fax, and e-mail address.
- Vendor's start-up date.
- Summary of Vendor's pertinent expertise, skills, client base, and services that are available for this project.

3.1.2 Company Officers (M)

Vendor must provide the names, addresses, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).

Vendor must state the name, the title or position, address, e-mail address, fax, and telephone numbers of the individual who would have primary responsibility for the project resulting from this RFQQ. Vendor must disclose who within Vendor organization will have prime responsibility and final authority for the work under the proposed contract. Vendor must name other individuals providing service on the project.

3.1.3 Legal Status (M)

Describe the legal status of Vendor (e.g., corporation, limited company incorporation, partnership, sole proprietorship, etc.) including, as required by law, state of incorporation or registration.

3.1.4 Federal Employer TIN (M)

Vendor must provide its Federal Employer TIN.

3.1.5 Washington UBI Number (M)

Vendor must provide its UBI number. A UBI number is a nine-digit number that registers a company with several state agencies and allows that company to do business in Washington State. A UBI number is sometimes called a tax registration number, a business registration number, or a business license number.

Visit the Washington State Department of Revenue's Web site at the link below for more information on business registration requirements.

<http://dor.wa.gov/Content/DoingBusiness/RegisterMyBusiness/Default.asp>

If Vendor does not have a UBI number, Vendor must indicate in its response to this section "<Vendor Name> confirms that we will register for a UBI number within ten (10) business days of notification of contract award."

3.2 SUBCONTRACTOR PROFILE (M)

If applicable, Vendor must provide the following information:

3.2.1 Contact Information - Subcontractor(s) (M)

Provide the name, address, telephone number and fax number of the legal entity of any Subcontractor whom Vendor has identified in its proposal to this RFQQ.

3.2.2 Legal Status –Subcontractor(s) (M)

Describe the legal status of any Subcontractor (corporation [including state of incorporation], limited liability company [including state of incorporation], partnership [including state of registration], sole proprietor, etc.) with whom Vendor has identified in its proposal to this RFQQ.

3.2.3 Principal Officers and Account Manager Contact Information – Subcontractors (M)

Provide the name, address, e-mail address, telephone number, and fax number of the principal officers and the proposed account manager of each Subcontractor whom Vendor has identified in its proposal to this RFQQ.

3.2.4 Federal Employer TIN (M)

Provide Federal Employer TIN for each subcontractor whom Vendor has identified in its proposal to this RFQQ.

3.2.5 Washington UBI Number (M)

Provide UBI number for each subcontractor whom Vendor has identified in its proposal to this RFQQ. A UBI number is a nine-digit number that registers a company with several state agencies and allows that company to do business in Washington State. A UBI number is sometimes called a tax registration number, a business registration number, or a business license number.

If Subcontractor does not have a UBI number, Vendor must indicate in its response to this section "<Vendor Name> confirms that <Subcontractor Name> will register for a UBI number within ten (10) business days of notification of contract award."

3.3 PRIOR CONTRACT PERFORMANCE – TERMINATED FOR DEFAULT (M)

If Vendor had any Contract terminated for default during the five (5) years immediately preceding the date of this RFQQ, Vendor must describe all such incidents. Termination for default is defined as notice to stop performance due to Vendor's non-performance or poor performance and the issue was (a) not litigated in court or in an alternative dispute resolution setting or (b) litigated, either in court or in an alternative dispute resolution setting, and the decision or judgment was that Vendor was in default.

Submit full details of all terminations for default experienced by Vendor in the past five (5) years, including the other party's name, address, and telephone number. Present Vendor's position on the matter.

If Vendor has experienced no such terminations for default in the past five (5) years, so declare.

It is not acceptable for Vendor to state that the requested information will be provided only if and when Vendor is selected as the ASV. It also is not acceptable for Vendor to include only legal action that resulted from terminations for default.

3.4 PRIOR CONTRACT PERFORMANCE – TERMINATED FOR CONVENIENCE (M)

If Vendor had any Contract terminated for convenience by Vendor client during the five (5) years immediately preceding the date of this RFQQ, Vendor must describe all such incidents. Termination for convenience is defined as Vendor client notice received by Vendor to immediately stop performance under any Contract, but not due to Vendor's non-performance or poor performance.

Submit full details of all terminations for convenience experienced by Vendor in the past five (5) years, including the other party's name, address, and telephone number. Present Vendor's position on the matter.

If Vendor has experienced no such terminations for convenience in the past five (5) years, so declare.

3.5 BUSINESS REFERENCES (M)

Vendor must supply client references for similar services provided by Vendor organization in the manner described below.

3.5.1 Vendor Business References (M)

Vendor must supply names, addresses, and telephone numbers of a minimum of three (3) non-Vendor-owned business references for which Vendor has completed similar work within the last three (3) years. Include a brief description of the type of service provided. All customer references should be of comparable size and complexity to AOC's project. Vendor must grant permission to AOC to independently contact the references at AOC's convenience. Do not include current AOC staff as references. **EXHIBIT B** provides a form that must be completed for each of the references submitted in a Vendor's proposal. Each form

must be signed in blue ink and dated by a person legally authorized to bind Vendor.

****END OF SECTION****

4. VENDOR QUALIFICATIONS

This section establishes the Vendor Qualifications for this RFQQ. Vendors must respond and provide detailed information for all items designated Mandatory (M) and Mandatory Scored (MS) requirements. Provide all information in the exact order specified in this section.

This section requires information about the qualifications of the proposing Vendor and any Subcontractors, setting forth the mandatory minimum requirements for Vendor qualifications. In addition, it requires information about the proposed project team, approach, work plan, and project management approach. Vendor must also list all assumptions related to this section of the proposal. Vendors must respond and provide detailed information for all items designated Mandatory (M) and Mandatory Scored (MS) requirements. Vendors must provide all information in the exact order specified in this section.

Vendors are encouraged to include information in their responses that are critical to service delivery and provide competitive advantage. AOC does not desire highly conceptual responses. Preference will be given to Vendor responses that are brief, clear, and directly address the specific requirements.

Responses to this section must be standalone in order to facilitate evaluation and scoring.

4.1 VENDOR AND SUBCONTRACTOR QUALIFICATIONS (MS)

4.1.1 Minimum Organizational Requirements (MS)

AOC is seeking a solution from a Vendor with the organizational resources and a proven track record for performance and delivering information technology QA consulting services for a private company or state agency with an infrastructure network and application structure similar in size, scope and complexity to AOC's INH EDE project.

Vendor must have acknowledge it has provided the similar services successfully to its business clients in a timely manner within the last three (3) years. Vendor must provide detailed information regarding client project title, term of consulting services, list of required deliverables, key project staff and any specialized skills required by client for each engagement.

If any subcontractors have been proposed by Vendor, the same information as required above must be included in Vendor response to this section.

4.2 RELEVANT EXPERIENCE (MS)

4.2.1 Vendor Qualifications (MS)

Vendor must provide a concise description of three (3) relevant client engagements that demonstrate experience and capability for IT QA consulting services related to

the integration efforts of third party COTS applications solution similar in size and scope as the INH EDE project. Descriptions provided for each engagement must be provided in five (5) pages or less and include information regarding Vendor's role, project scope, service deliverables, timeframe and final status.

To establish a broad client based experience, Vendors are encouraged to provide difference client engagements than those provided in response to [Section 4.1.1](#) above.

4.2.2 Subcontractor Qualifications (MS)

If Vendor proposes to employ Subcontractor(s), Vendor must provide a concise description of three (3) relevant client engagements that demonstrate experience and capability for IT QA consulting services related to the integration efforts of third party COTS applications solution similar in size and scope as the INH EDE project. Descriptions provided for each engagement must be provided in five (5) pages or less and include information regarding Vendor's role, project scope, service deliverables, timeframe and final status.

Vendor must provide details demonstrating substantial Subcontractor experience in providing IT QA consulting services. These descriptions must be provided in sufficient detail to demonstrate to Subcontractor capability in delivering such professional expert services.

4.3 HISTORY AND STRATEGY (MS)

Vendor must describe in five (5) pages or less its history and strategy for the future as it relates to providing the Services specified in this RFQQ. Vendor must also describe its business practices and experiences working with (1) large enterprises with semi-autonomous business units, and (2) public agencies.

4.4 STAFFING, QUALIFICATIONS AND SKILLS (MS)

The Vendor must describe its proposed service organization and the knowledge, skills, abilities and experience of the team members.

- Provide a description of the proposed service organization and how the team will be managed during the course of service delivery
- State the name, title or position, email address, mailing address, and telephone number of the individual who will have primary responsibility for service delivery. Disclose who within the firm will have prime responsibility and final authority for the Services provided under the proposed contract.
- Identify responsibilities and qualifications of staff who will be assigned to service delivery. Provide resumes for the named staff that includes information regarding

their particular skill sets, professional certifications, education, experience, significant accomplishments and other pertinent information.

- Provide an organization chart highlighting lines of authority for personnel who will be involved in the performance of any resulting Contract. Also indicate relationships of this staff to other programs or functions of the firm.

Scoring for this requirement will be based upon the soundness of the proposed service organization and the alignment of team members' qualifications and skills with RFQQ requirements.

4.5 RESUMES (MS)

Provide detailed resumes of QA consulting team proposed by Vendor. AOC prefers for the required services to be provided by a single individual but recognizes that multiple staff may be needed at times to provide all requested services. If a QA team is proposed, Vendor must specify each member of the team and identify who will act as the Lead QA consultant.

Scoring of this requirement will be based upon the alignment of team members' qualifications and skills with the RFQQ requirements.

AOC reserves the right to review qualifications and skills and approve any staff replaced following any Contract Award resulting from this RFQQ.

4.6 ONSITE SERVICES (M)

Vendor shall acknowledge that, at minimum, the proposed Quality Assurance team will provide services onsite at AOC facilities in both Sea-Tac and Olympia, WA as required for attending meetings with INH EDE Project Steering Committee, Judicial Information System Committee (JISC), AOC and Vendor project teams, and other stakeholders as required under any contract awarded resulting from this RFQQ.

4.7 REMOTE SERVICES (M)

Vendor shall acknowledge that the proposed Quality Assurance team will provide additional work effort on a remote basis to AOC as required under any contract awarded resulting from this RFQQ.

4.8 STAFF REFERENCE ENGAGEMENTS (MS)

For any staff proposed in response to [Section 4.5](#) above, Vendor must list three (3) recent service engagements occurring within the last five (5) years for each staff member that closely relates to the Services described in this RFQQ. These service engagements must have been performed by the individual Vendor staff being proposed by the Vendor in their proposal submitted in response to this RFQQ.

To demonstrate the experience and knowledge of each individual staff member, Vendor may include any engagement completed under the employ of other QA consulting firms.

Concise descriptions provided for each engagement must include details regarding the approach to performing the services outlined in **APPENDIX A** to **EXHIBIT C** that the individual performed as a QA service provider for each proposed staff member in five (5) pages or less.

In addition to the narrative describing the overall approach to the services and work, include information such as, but not limited to, specific philosophies and/or principles employed, methodologies or tools used in approach to benchmark project status. There must be a sufficient level of detail in the approach to understand the frequency of the different assessments and the methods employed to conduct or complete the work.

For each of the required three references, Vendor must provide the following information:

- Project/Program Name
- Contact Name
- Contract Title
- Contact Email Address
- Contact Work Phone
- Contact Cell Phone
- Project Start Date
- Project End Date
- Duration of Services Provided
- Description of Project/Program
- Description of Services Provided
- List of Major Deliverables provided to the Client
- Short summary of project scope and size

4.9 ASSUMPTIONS (M)

Vendor must describe all of the assumptions used in the development of responses to this section of the RFQQ.

END OF SECTION

5 . TECHNICAL SERVICE REQUIREMENTS

This section establishes the Technical Service Requirements for this RFQQ. Vendors must respond and provide detailed information for all items designated Mandatory Scored (MS) requirements. Provide all information requested in the exact order specified in this section. The section numbers and titles must be restated in Vendor's proposal.

Each requirement describes a specific item that must be addressed in order for service delivery to be successful. AOC does not desire highly conceptual responses. Preference will be given for Vendor responses that are brief, clear, and directly address the specific requirement.

Responses to this section must be standalone in order to facilitate evaluation and scoring.

5.1 PROJECT CONSULTATION (MS)

Vendor is required to provide the following services for the duration of the engagement:

- a.) Vendor will be required to develop a plan for this QA engagement that contains the approach to be used and a project plan outlining key tasks, deliverables and timelines for execution of the approach. This plan will be developed in consultation with the Project Managers, CIO and Executive Sponsors.

The approach will outline methodologies, standards, templates, benchmarks or other information that will be routinely used in producing QA reports or other deliverables.

- b.) Vendor will be required to evaluate documentation provided by the AOC staff and be prepared to provide expert recommendations during the EDR integration project with King County and project implementation and initial rollout during a bi-monthly on-site visit. Onsite visits will include a meeting for additional consultation or interviews as needed. Vendor shall provide draft bi-monthly reports to the AOC for review and comment. AOC shall provide comments in a timely manner. Based on the AOC comments, Vendor shall prepare a final version of the bi-monthly report for the AOC final review and approval.

Additional meetings may be required and shall be held as videoconferences hosted by AOC. The kickoff meeting must be held within five (5) business days of contract execution, or as agreed to by both parties.

As part of a proposal, Vendor must provide a sample project plan which includes the requirements stated above, which demonstrates strong project management and collaborative activities used to document Vendor recommendations. Organizational structure shall be included to successfully demonstrate an efficient and effective use of meeting times. Vendor must provide in details the methodologies which will be employed to demonstrate a strong use of coordination of Vendor and AOC resources during each visit.

5.2 VENDOR/CUSTOMER COMMUNICATION (MS)

The effective performance and utilization of any resulting Contract will require the Vendor to utilize a variety of communication strategies. Vendor must briefly discuss in five (5) pages or less its plan for establishing and maintaining effective communications throughout the required reporting and service period. Total page limitation for this section does not include any work samples or templates provided by Vendor as part of their response to this specific requirement.

5.3 CONSULTING APPROACH (MS)

Vendor must briefly describe in two (2) pages or less the methodology that they would use and tailor to meet the needs of this consulting engagement. Specify the key work products that must be created and the three most significant risks to this type of project with mitigations that can be used. Total page limitation for this section does not include any work samples or templates provided by Vendor as part of their response to this specific requirement.

5.4 RISK MITIGATION (MS)

During the 2015 regular session of the Washington State Legislature, AOC, and King County submitted a project proposal to initiate the INH EDE project. This document outlines the agreed upon work required to support the implementation of both King County case management systems. The proposal was fully funded by the Washington Legislature for implementation within the 2015-2017 biennium. **EXHIBIT G** of ACQ-2015-1218-RFQQ is provided for informational purposes regarding the required JIS data standards for any WA State integrating third-party applications with the INH provided by AOC.

Utilizing Vendor experience for Quality Assurance consulting service for similar projects as provided within the above referenced project proposal, Vendor must identify items perceived to be the highest risks to service delivery and provide a brief plan in five (5) pages or less for mitigating these risks. Total page limitation for this section does not include any work samples or templates provided by Vendor as part of their response to this specific requirement.

5.5 ASSUMPTIONS (M)

Vendor must describe all of the assumptions used in the development of responses to this section of the RFQQ.

END OF SECTION

6. VENDOR INTERVIEWS

This section establishes the requirements for the Vendor Interviews related to this RFQQ. Vendors must respond and provide detailed information for all items designated Mandatory Scored (MS) requirements. Provide all information in the exact order specified in this section. The section numbers and titles must be restated in Vendor's proposal.

6.1 VENDOR INTERVIEWS SCHEDULING (M)

RFQQ Coordinator shall compile all evaluation team scores from Vendor written proposals. Following accumulation of all scores by the RFQQ Coordinator, top scoring Vendors shall be ranked. Interviews along with top ranked Vendor shall be scheduled by the RFQQ Coordinator and shall be assigned on a first come basis. Available interview times and dates shall be provided by the RFQQ Coordinator at the time of scheduling.

Once an interview appointment was been received from the RFQQ Coordinator, Vendor must provide acknowledgment of selected time and date within 24-hours as confirmation of reservation for their interview. Once the RFQQ Coordinator has received confirmation of reservation, re-scheduling of the interview for any Vendor shall not be granted.

Vendor must acknowledge this requirement.

6.2 EQUIPMENT AND INTERNET ACCESS NEEDS (M)

AOC shall provide the facility, lights and electricity for the interviews phase. AOC has multi-media projectors available for use by any Vendor if arrangements are made at the time of scheduling of their interview. A minimum of two (2) Business Days following reservation to their scheduled interview, Vendor must provide to RFQQ Coordinator at a list of audio/visual equipment including Internet Access required for use during their scheduled interview.

Vendor must acknowledge this requirement.

6.3 VENDOR INTERVIEWS (MS)

Interview will be limited to 4 hours per Vendor. During this time, Vendor will be required to demonstrate show their proposed Quality Assurance team best meets the requirements set forth under RFQQ [Section 4](#). Vendor shall also further demonstrate how the Vendor best meets the requirements set forth under RFQQ [Section 5](#) as provided in their proposals.

Prior to scheduled interviews, RFQQ Coordinator shall provide to top ranked Vendors an interview script as a preparation tool. The interview script shall include a standard set of questions and will be distributed to all top ranked Vendors who have confirmed their reserved interview date and time with the RFQQ Coordinator. Individually, Vendors may also be provided with an additional script with specific questions regarding their proposal and for which AOC seeks further clarification or information. All scripts shall be provided to top ranked Vendors by the RFQQ Coordinator.

6.3.1 Interview Content

Following the agenda and time allotments provided below, Vendor must demonstrate during the scheduled interview time how their firm and the proposed

QA project team meets AOC requirements as set forth in the RFQQ and Vendor's proposal.

1. Presentation (60 minutes maximum)
2. Vendor Break/AOC Team Caucus (10 minutes maximum)
3. Interview (60 minutes maximum)
4. Follow-up Questions & Answers (50 minutes maximum)

Logistics and other information will be provided by the RFQQ Coordinator when interviews are scheduled with top ranked Vendors.

END OF SECTION

7. COST PROPOSAL

This section establishes the Cost Proposal requirements for this RFQQ. Vendors must respond and provide detailed information for all items designated Mandatory Scored (MS) requirements. Provide all information in the exact order specified in this section. The section numbers and titles must be restated in Vendor's proposal.

7.1 COST PROPOSAL SHEET (M)

Submit the lump sum cost for each annual year of service by using the Cost Proposal Sheet provided in **EXHIBIT E**. This form must be signed by a person authorized to bind your organization to a contract. Cost shall be inclusive of all expenses, including per diem and travel expenses. The sum of costs identified within the Cost Proposal Sheet must equal the lump sum cost identified in the Vendor's submitted Fixed Price Certification (Exhibit F).

7.2 FIXED PRICE CERTIFICATION (MS)

Submit a lump sum cost for the overall services required in RFQQ [Section 5](#) using the Fixed Price Certification provided in **EXHIBIT F**. This form must be signed by a person authorized to bind your organization to a contract. Cost shall be inclusive of all expenses, including per diem and travel expenses.

END OF SECTION

8. EVALUATION PROCESS

The evaluation process is designed to award the Contract not necessarily to the Vendor of least cost, but rather to the Vendor with the best combination of attributes based upon the evaluation criteria.

Evaluations will only be based upon information provided in the Vendor's response. In those cases where it is unclear to what extent a requirement has been addressed, the Vendor Evaluation and Selection Team (VEST) may, at its discretion and acting through the RFQQ Coordinator, contact the Vendor to clarify specific points in a response. Vendors should take every precaution to assure that all answers are clear, complete and directly address the specific requirement. Responses will be evaluated strictly in accordance with the requirements set forth in this RFQQ and any issued addenda.

8.1 RESPONSE EVALUATION PROCESS

Vendor responses will be evaluated by an evaluation team (VEST) consisting of AOC representatives. The RFQQ Coordinator will not serve as an evaluator but will facilitate the evaluation process and may develop information for presentation to the team.

The process for awarding this RFQQ will be done in phased sections. The Vendor's proposal will be evaluated based on the process outlined below. The top scoring Vendor(s) will proceed to the next step, if necessary, in this RFQQ process. Proposals with tied scores will be treated equally and the tied Vendor's proposals will be moved forward to the next phase if they are among the top scoring Vendors and further process is chosen.

Specific Criteria for RFQQ Evaluation:

Criteria for Evaluation	
RFQQ Compliance	Pass/Fail
Vendor Business & Organization Requirements	Pass/Fail
Vendor Qualifications	300 points
Technical Services Requirements	250 points
Vendor Interviews	300 points
Cost	150 points
Total	1000 Points

8.2 MANDATORY REQUIREMENTS

The RFQQ Coordinator will review Vendor responses to determine compliance with the Mandatory (M) requirements specified in Sections 3, 4, 5 and 6. The RFQQ coordinator will share this information with VEST at the beginning of the evaluation process.

Only responses passing all Mandatory requirements will be further evaluated.

8.3 MANDATORY SCORED REQUIREMENTS: VENDOR QUALIFICATIONS AND TECHNICAL REQUIREMENTS

Responses that pass all Mandatory requirements will be further evaluated and scored. VEST will evaluate and assign a score to each Mandatory Scored (MS) requirement based on how well the Vendor’s response matches the requirement.

VEST will assign scores on a scale of zero (0) to five (5) where the end and midpoints are defined as follows:

- 0 = Response is missing, totally inadequate or does not fully comply with the requirement.
- 3 = Response adequately meets the expectation stated in the requirement.
- 5 = Response is superior and clearly exceeds expectations.

A score of zero (0) on any Mandatory Scored requirement may cause the entire response to be eliminated from further consideration.

8.4 MANDATORY SCORED REQUIREMENTS: COST PROPOSAL

The Vendor’s score for the Cost Proposal Section will be computed as follows:

The score for Vendor’s Cost Proposal will be computed by dividing the lowest submitted Fixed Price by Vendor’s total cost provided in their signed **Exhibit E**. Then the resultant number will be multiplied by the maximum possible points for the cost section.

Example:

Vendor A \$100,000.00
 Vendor B \$115,000.00
 Vendor C \$130,000.00
 Maximum Points Possible: 100 points

Vendor A	Vendor B	Vendor C
<u>100,000</u>	<u>100,000</u>	<u>100,000</u>
100,000	115,000	130,000
1 x 100 points	.87 x 100 points	.77 x 100 points
100 points	87 points	77 points

8.5 FINAL SCORE AND SELECTION OF APPARENTLY SUCCESSFUL VENDOR

The RFQQ Coordinator will compute the Vendor's Final Score by totaling Section Scores from Vendor Qualifications, Technical Requirements and Cost Proposal. The Vendor with the highest overall score will be identified as the Apparently Successful Vendor.

Final Score = Vendor Qualifications Section Score + Technical Requirements Section Score + Cost Proposal Score

8.6 PASS/FAIL EVALUATIONS

Both the RFQQ Compliance or Business References sections shall be scored on a Pass/Fail basis. Vendors receiving a failing score from either the RFQQ Compliance, or Business References sections shall be viewed as not meeting the minimum mandatory requirements and will be eliminated from further consideration.

8.7 VENDOR QUALIFICATIONS – 300 Points

The Vendor demonstrates that the designed and developed products will incorporate appropriate instructional methods and media that are relevant to work situations, provide a method of learning measurement, incorporate innovative and creative approaches to attract participants, maintain attentiveness and interest, and promote effective adult learning.

8.8 TECHNICAL REQUIREMENTS – 250 Points

The Vendor's experience providing similar products should be evident and clearly indicates the qualifications and experience that the Vendor and any subcontractors have providing similar courses. Vendors should indicate other relevant experience for the performance of the potential contract.

8.9 VENDOR INTERVIEWS – 300 Points

The Presentation/Interview phase shall be evaluated on how a Vendor and the proposed Quality Assurance team meets AOC requirements as set forth in the RFQQ. Scoring of this phase shall be limited to the maximum allowance provided below.

Interview (200 points maximum)
Presentation (100 points maximum)

8.10 COST PROPOSAL – 150 points

This item will be evaluated on its own. The cost is within reasonable market pricing for the product and services expected and is within AOC's budget.

8.10.1 Computation

The score for Vendor's Cost Proposal will be computed as identified in [Section 7.4](#) above.

8.11 CONTRACT AWARD

The Vendor with the highest Total Score will be selected as the Apparently Successful Vendor. Upon determining the Apparently Successful Vendor, AOC will notify the Apparently Successful Vendor by the date identified in the [Section 1.8](#).

8.11.1 Notification

AOC will notify the apparent successful Vendor via email followed by a formal letter of award.

8.11.2 Contract Negotiations

Vendor must be willing to execute the Contract attached hereto as **Exhibit C**. The Apparent Successful Vendor and AOC shall execute the Contract within five (5) Business Days after the date of the letter of award. If the selected Vendor does not execute the Contract within the prescribed time period, AOC may, at its sole discretion, notify and award the Contract to the Vendor ranked second as a result of the Proposal evaluation process via email followed by a formal letter of award. AOC and said Vendor shall execute the Contract in the form attached hereto as **Exhibit C** within five (5) Business Days after the date of the letter of award. If the second Vendor does not execute the Contract within the prescribed time period, AOC reserves the right to either award the Contract to the Vendor ranked third under the same terms and conditions or to reject all Proposals.

8.11.3 AOC Right to Withdraw Award

AOC reserves the right to withdraw the letter of award if prior to executing the Contract a receiver is appointed to take possession of Vendor's assets, the Vendor makes a general assignment for the benefit of creditors, or the Vendor becomes insolvent or takes or suffers action under the federal Bankruptcy Act. In such event, AOC may, in its sole judgment, issue a letter of award to the Vendor ranked second as a result of the Proposal evaluation.

END OF SECTION