



Administrative Office of the Courts

Request for Proposals 09-06 Converting Natural to COBOL

Version 12-31-08

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Request for Proposals Information

Project Title: Converting Natural to COBOL

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

Estimated Contract Period: February 2009 through June 2009
Amendments extending the period of performance, if any, shall be at the sole discretion of the Administrative Office of the Courts (AOC).

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

RFP Coordinator: John E. Bell, RFP Coordinator
Administrative Office of the Courts
1206 Quince Street SE
P.O. Box 41170
Olympia, WA 98504-1170
Phone: (360) 704-4029
E-Mail: John.Bell@courts.wa.gov

Submit Proposal To: RFP Coordinator

I. RFP Schedule

RFP Released	12/31/08
Last date for questions regarding RFP	01/16/09
Proposals due 4:00 PM PST	01/21/09
Apparent Successful Vendors announced	01/29/09
Contract start date	02/09/09
Expected end date	06/30/09

II. Executive Summary

The State of Washington Administrative Office of the Courts, acting in support of all Washington Courts has developed an IT application portfolio with a number of technologies, including Natural, COBOL, Java, and Delphi on both mainframe and server platforms. The largest application is written in Natural. Application data is stored in DB2.

Maintaining this portfolio requires support of at least two sets of programming languages – Natural and COBOL. Furthermore, AOC incurs a license fee from Software AG for the use of Natural. These are among the primary reasons Washington Courts is considering transforming Natural applications to COBOL.

III. Background

A. Washington Courts Profile

The Washington Courts operate in a decentralized, non-unified court environment. While all of the courts operate within the same statutory framework and under the same general court rules, there are degrees of variation in the level and types of services that are provided, the administrative procedures and practices, and the division of labor and responsibilities among the various local justice system agencies.

For more information on the Washington Courts, go to www.courts.wa.gov.

B. AOC Profile

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

The AOC carries out its mission through formulation of policy and legislative initiatives, court technology development, educational programs, and program support for 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.

IV. Minimum Qualifications

To be eligible for an award, Vendors must first meet the minimum qualifications with experience in the items listed below

- A. Documented experience translating Natural to COBOL;**
- B. Lead three large scale transformation projects of approximately 2,000 Natural modules or more;**
- C. Ability to complete the project in the time specified;**
- D. Illustrates, in a plan of action, how that work would be**

accomplished;

E. Compliant with the Washington statutes regarding contracting with current or former state employees pursuant to Chapter 42.52 of the Revised Code of Washington (RCW); and

F. Licensed to do business in the State of Washington or provide a commitment to become licensed within thirty (30) calendar days of being selected as the Apparent Successful Vendor.

V. Procurement Goals

The AOC is seeking a turnkey translation solution where the vendor will:

- A. Plan and execute all aspects of the project.**
- B. Minimize AOC involvement.**
- C. Minimize the conversion period in which program code is checked out.**
- D. Convert and test Natural Program code to COBOL while retaining or improving the existing level of maintainability.**
- E. Retain the existing application user interfaces.**
- F. Provide post-installation support.**

VI. Project Scope

A. Includes the following Scored Items. Explain how you will accomplish or respond to each item:

1. Conversion of all production JIS Application Natural Code in library PRDDISC
2. Conversion of an additional library of utility programs to be provided after the project start AOC is unable to make these available until after the start of the code conversion. These utility programs will be no more than 10% of the production library size. It is assumed these are at the same degree of difficulty as those in the production library.
3. Conversion of all Job Control Language (JCL) and other operational runtime components, such as proclibs and parmlibs. This includes embedded applications and technical documentation within JCL.
4. Change all application and technical documentation, e.g. program specifications and unit test documents, to reflect coding changes.
5. Provide technical documentation to explain how each Natural construct is supported in the corresponding COBOL construct.
6. Plan and execute unit, system and performance testing, and provide documentation.
7. Include Change Management (ISPW) code check out, check in, generation and migration to a production staging environment.
8. Provide and document the production installation process and procedures.
9. Propose conditions, extent and duration of post installation support and warrantee period.

B. Exclusions to Scope: (The following are assumed to be excluded from the scope of this project unless vendor determines is necessary to accomplish project goals. If deemed necessary, please provide supporting explanation.

1. Changing database platform or structure.
2. Restructuring COBOL code to fit a common target architectural model.
3. Correcting existing defects.
4. Removing NATURAL system components from the operating system.

C. Please respond to the following additional items to be evaluated:

1. Is the translation performed by an automated tool set or manually? Why do you use this method?
2. How will you certify that the converted code performs in a manner which is virtually identical to the current application?
3. Tell us your plan for initial/kick-off meeting, availability requirements, and on site conditions that would facilitate the translation process.
4. Explain how all code is tested to ensure that functionality, performance, stability etc. is equal or better than the Natural application.
5. How will you assure AOC that the vendor tests are correct and complete?
6. What steps will be taken to insure that the changes are transparent to the system users?
7. The new COBOL coding must be as maintainable as the current Natural programs. How will that be accomplished?
8. What COBOL standards will be used?

VII. Deliverables

A. Deliverable #1 – Work Plan and Schedule

Description

The Vendor will provide a Project Plan, description of the project management team, tools, procedures, and controls that are being proposed. This must be based on, among other things, any necessary discovery and analysis to make this a working document.

The Vendor must include a detailed work plan outlining all activities associated with this engagement from inception to conclusion. The following must be addressed:

1. Organizing the work
2. Risk management
3. Managing timelines
4. Resource allocation
5. Quality control and assurance.
6. Issue resolution procedures
7. Deliverable acceptance

Expected work products/activities include, but are not limited to:

1. Schedules of tasks and activities
2. Resource requirements
3. Milestones
4. Interdependencies

B. Deliverable #2 – Phase 1 Code Conversion and Testing
Description

There will be a first phase of code conversion that will include the bulk of the AOC Natural code. There are needs of the business (e.g., necessary business changes, legislative mandates) which require AOC to continue to change the Natural code and libraries while the code is being converted and tested by a vendor.

AOC is unable to freeze code during this period. An additional deliverable (Deliverable #3) will be required after the initial conversion to incorporate any and all incremental changes that may occur while the code is being converted and tested.

The vendor is expected to provide proof of testing of this code along with a report from which results can be verified.

Testing of the code will include:

- verification of tests plans
- building verification tests
- documentation of test plan results comparing Natural to converted COBOL code

User acceptance testing (UAT) is to follow with necessary involvement of the vendor.

The vendor will strive to match or improve the existing levels of maintainability in the converted code.

Code Maintainability is understood to include:

1. Converted code will maintain all existing comments.
2. New comments will be added to document for any revised flows and module interfaces.
3. Appropriate indentation and other techniques will be used for code readability.
4. There will be no COBOL 'GO TO' statements.
5. Data names will maintain similar naming as provided by Natural.
6. The number of intermediate variables will be minimized.

C. Deliverable #3 – Phase 2 - Final Code Conversion and Testing

Description

This deliverable will include the **additional library of utility programs as well as updating the code converted in Phase 1** with all changes that have been made to production code during Phase 1. AOC will maintain an inventory of these changes and provide them after the acceptance of deliverable #2.

It is important that these updates and any additional conversion of utility programs be completed as quickly as possible in order to synchronize, test and install the entire new set of COBOL applications. AOC will ensure that the existing code does not change during this phase of the conversion cycle.

All applications, libraries or modules where an update has been made or impacted by a change in an application, library or module must complete and pass testing to ensure that they can be installed on AOC production systems.

D. Deliverable #4 – Conversion Support

Description

The Vendor will provide support during the conversion phase in the form of:

- A conversion installation plan and schedule for review and acceptance by the AOC support personnel. This plan will document the steps and order in which the Natural code and

- associated libraries and utilities will be replaced with COBOL.
- On-site personnel to support the AOC staff during the installation of the COBOL code and associated libraries.
 - A documented contingency plan and back-out strategy based on a written conversion risk assessment document.
 - An escalation plan that will specify levels of support and call-out procedures for vendor and AOC personnel in the event that additional conversion support is required.
 - An ongoing, post-conversion support plan that details the support the vendor will provide after the new code is installed.

E. Deliverable #5 – Final and Completed Work

Description

The Vendor will deliver the balance of the agreed products as specified in Deliverable #1, including, but not limited to:

- All documentation necessary to insure maintenance and continued development of the product to include technical documentation to explain how each Natural construct is supported in the corresponding COBOL construct.
- All documented test results, files and output.
- Ongoing post-installation support and consultation as defined in the post-conversion support plan.

The vendor will warrantee their work in the proposal as part of the contract. Vendor will provide appropriate levels of support and consultation as may be required by the AOC. Vendor will provide written commitment for response and support time-frames and criteria. Payment for this deliverable will be made at the end of the warranty period as defined in the contract.

VIII. Acceptance Criteria

- Criteria #1: Overall approach, work plan, and schedule are based on adequate discovery and analysis and the results have been reviewed, assessed, and approved by ISD Project Manager and the AOC Project Management Office (PMO).
- Criteria #2: The resulting products are delivered in accordance with the work plan and schedule.
- Criteria #3: The resulting products are functionally equivalent to the original applications and fully documented to the satisfaction of the ISD Project Manager and the ISD IT maintenance staff.
- Criteria #4: The end user will not be able to see the difference between the

old (Natural) and new (COBOL) applications and will require no additional training or information.

IX. Period of Performance

The period of performance for the conversion and delivery of tested product is February 9, 2009 through June 30, 2009. Warrantee period to extend until time specified in the contract.

X. Cost Proposal

Vendors are required to submit a cost proposal, under separate cover, based on the instructions, requirements, and worksheets discussed in the following sections:

A. Pricing Instructions

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

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

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

B. Cost Categories

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

The Vendor must provide its cost proposal in the most discrete categories possible, in order to allow the AOC the ability to complete a comparative analysis of proposals, and to better enable the AOC to evaluate options for phasing in various approaches if those are necessary. The AOC

understands that Vendors may not be able to break out costs by individual functionality requirements.

The cost elements are as follows:

1. Professional Services

- i. The Vendor must complete a pricing matrix (**Appendix B – Pricing Matrix**) for providing the Professional Services associated with the deliverables. Prices quoted must remain fixed for the duration of the contract executed as a result of this RFP. Cost proposals must itemize the basis for the pricing of services.
- ii. The AOC intends to enter into a Deliverables-Based contract for the Professional Services described in this RFP. The Vendor must propose cost on a per deliverable basis.
- iii. Deliverables must be tied to milestones as described in the Vendor's Proposed Project Plan.

2. Installation / Implementation Costs

- i. Installation and implementation costs must be categorized based on the milestones or tasks accomplished as presented in the Vendor's implementation plan.
- ii. The Vendor must base its categories on measurable milestones. It is expected that the categories should include such tasks as basic setup, profile and table definitions, system analysis, testing, project management, going live, and troubleshooting.

3. User Support and Maintenance

- i. The support and maintenance Warrantee must be for the extent and duration as proposed by the vendor and agreed to by AOC. AOC prefers a six (6) month warranty period although a minimum ninety (90) day warranty period may be considered.

C. Proposed Price

Vendors must provide a pricing worksheet, which will include all travel, lodging and per diem expenses. If Vendor identifies additional cost categories, include those additional cost categories with the appropriate explanation.

D. Payment Schedule

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

XI. RFP Administration and Instructions to Vendors

A. RFP Coordinator

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

B. RFP Questions

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

C. Proposal Response Date and Location

The Vendor's Proposal, in its entirety, must be received via email by the RFP Coordinator in Olympia, Washington, in accordance with the schedule.

D. Proposal Format

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

E. Proposal Requirements and Content

See Appendix A – Vendor Response Checklist.

F. Costs of Preparing Proposals

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

G. Proposals Property of the AOC

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

H. Acceptance of RFP Terms

A Proposal submitted in response to this RFP shall be considered a binding offer. Acknowledgement of this condition shall be indicated in a letter of submittal (see Appendix A). A Vendor must clearly identify and thoroughly explain any variations between its Proposal and this RFP.

Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

I. Contract

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

J. Performance Bond

The selected Vendor warrants that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal and state laws, and county and local ordinances, regulations, and codes. The successful Vendor must submit a Performance Bond or other suitable security in the amount equal to the total cost proposal amount for the period of the contract award. The cost of this bond, or other suitable security, is the responsibility of the selected Vendor, and is not to be proposed or recoverable as a separate cost item. The Performance Bond or other suitable security shall be delivered to the AOC by the Vendor prior to finalizing the contract.

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

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

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

1. Commercial General Liability

Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

2. Business Automobile Liability

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

3. Employers Liability

Employers Liability Insurance covering the risks of Vendor's employees' bodily injury by accident or disease with limits of not less than \$1 million per employee for bodily injury by accident and \$1 million per employee for bodily injury by disease;

4. Umbrella Policy

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

5. Professional Liability Errors and Omissions

Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000 and coverage of not less than \$1 million per occurrence/\$2 million general aggregate; and

6. Crime Coverage

Crime Coverage with a deductible not to exceed \$1 million, conditioned and coverage of not less than \$5 million single limit per occurrence and \$10 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forger; Money and Securities; and Employee Dishonesty.

7. Industrial Insurance Coverage

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

Note:

- For Professional Liability Errors and Omissions coverage and Crime Coverage, Vendor shall: (i) continue such coverage for six (6) years beyond the expiration or termination of this contract, naming the AOC as an additional insured and providing the AOC with certificates of insurance on an annual basis; (ii) within thirty (30) days of execution of this contract provide for the AOC's benefit an irrevocable stand-by letter of credit, or other financial assurance acceptable to the AOC, in

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

- Vendor shall pay premiums on all insurance policies. Such insurance policies shall name the AOC as an additional insured on all general liability, automobile liability, and umbrella policies. Such policies shall reference the contract number as entered into between the Vendor and the AOC and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall be given to the AOC by the insurer.
- All insurance provided by Vendor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state and shall include a severability of interest (cross-liability) provision.
- Bidder shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Vendor's liability or responsibility.
- Bidder shall furnish to the AOC copies of certificates of all required insurance within thirty (30) calendar days of Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) calendar days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the AOC's sole option, result in this contract's termination.
- By requiring insurance herein, the AOC does not represent that coverage and limits will be adequate to protect Vendor. Such coverage and limits shall not limit Vendor's liability under the

indemnities and reimbursements granted to the AOC in this contract.

L. Contract Amendment

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

M. RFP Amendments

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

N. Proprietary Information/Public Disclosure

Any information contained in the Proposal that is considered proprietary and exempt from disclosure under the Washington State Public Disclosure Act, [chapter 42.56 RCW](#), by the Vendor must be clearly designated. Each page must be identified by the word “confidential” printed in the lower right hand corner of the page and the particular exception from disclosure upon which the Vendor is making the claim shall be referenced below the word “confidential.” Marking of the entire Proposal as proprietary will be neither accepted nor honored. If a request is made to view or obtain a copy of a Vendor’s Proposal, the AOC will comply with applicable public disclosure requirements. If any information in the Proposal is marked as proprietary, the affected Vendor will be given an opportunity to seek an injunction or restraining order against the requested disclosure.

O. Minor Administrative Irregularities

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

P. No Obligation to Enter a Contract

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

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

The AOC reserves the right to request an interview with any Vendor who is a prospective contractor prior to entering a contract with that Vendor. If

a Vendor declines the request for an interview for any reason, the Vendor will be eliminated from further consideration.

Q. Multiple Contracts

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

R. Advance Payment

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

S. Submission of Proposals

Proposals must be prepared and submitted no later than the proposal submission date and time specified in the Procurement Schedule. The proposal is to be sent to the RFP Coordinator by e-mail.

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

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

T. Non-responsive Proposals

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

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

U. Joint Proposals

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

V. Withdrawal of Proposals

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

W. RFP Evaluation

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

1. Phase 1 – Qualification Review

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

The RFP Coordinator or designee will review:

- the Minimum Qualifications of the Vendor to provide the required services based on the Vendor's response to Section 4 of the RFP; and
- Appendix A, Section 1 – Submittal Letter.

2. Phase 2 – Evaluation

Proposals from Vendors that meet the Minimum Qualifications in Phase 1 will be evaluated by a panel using criteria specific to each deliverable. Scoring will be weighted as described in this RFP.

3. Phase 3 – Reference Checks

The panel or its designee(s) will check references and consider past contract performance of Vendors whose Proposal passed Phase 2. References beyond those listed in the Vendor's Proposal (see Appendix C) may be contacted and considered.

X. RFP Clarification

As part of the evaluation process, the RFP Coordinator may ask Vendors to clarify specific points in their Proposal. However, under no circumstances will the Vendor be allowed to make changes to the Proposal.

Y. Scoring of Proposals

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

Technical Experience	50%
Consists of evaluating the explanations in the Project Scope and other relevant information reported or discovered in the evaluation process.	
Professional Services	30%
Consists of evaluating the Vendor's proposed personnel, company management, project management practices, references, and financial stability.	
Cost Proposal	20%
References [top-scoring Proposal(s) only]	Pass/Fail

References will be contacted for the top-scoring Proposal(s) only and will then be scored on a pass/fail basis.

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

Z. Post Evaluation

1. Notification of Apparently Successful Vendor(s)

The Apparently Successful Vendor and the Apparently Unsuccessful Vendors will be notified via email.

2. Debriefing of Unsuccessful Vendors

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

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

1. Evaluation and scoring of your Proposal;
2. Critique of your Proposal based on evaluators' comments; and
3. Review of your final score in comparison with other Vendors' final scores without identifying the Vendors.

3. Protest Procedures

In order to submit a protest under this RFP, a Vendor must have submitted a Proposal for this RFP, and have requested and participated in a debriefing conference. Vendors submitting a protest to this procurement shall follow the procedures described herein or

their Proposal shall not be considered. This protest procedure constitutes the sole administrative remedy available to the Vendor under this procurement.

Grounds for Protest

A protest may be made based on these grounds only:

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

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

Protest Form and Content

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

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

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

Submitting a Protest

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

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

Protest Process

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

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

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

The AOC will follow these procedures in reviewing the protest:

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

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

1. Find that your protest lacks merit and uphold the AOC's actions;
2. Find that any errors in the RFP process or in the AOC's conduct did not influence the outcome of the RFP, and uphold the AOC's actions; or
3. Find merit in the protest and provide options for corrective action by the AOC which may include:
 - That the AOC correct any errors and re-evaluate all proposals affected by its determination of the protest;
 - That the AOC reissue the RFP document; or
 - That the AOC make other findings and take such action as may be appropriate.

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

unless additional time is required. If additional time is required, the protesting party will be notified of the delay.

XII. Execution of the Contract

A. Generally

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

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

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

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

B. General Terms and Conditions

The Vendor selected will be expected to enter into a contract with the AOC which will contain special terms and conditions related to this RFP and general terms and conditions. The Special Terms and Conditions will be based on the services to be provided as described in this RFP. **In no event is a Vendor to submit its own standard contract terms and conditions as a response to this RFP.** The general terms and conditions are attached as Appendix F.

C. Criminal Background Check

As a requirement of the contract, the AOC may complete background investigations of the Vendor and any employee, assistant, agent, or subcontractor of the Vendor completing work under the contract. Such an investigation may include, but not be limited to, fingerprinting and criminal history records checks. The Vendor and will agree to cooperate fully with the AOC in completion of this requirement. Results of the investigation and/or failure of the Vendor and any employee, assistant, agent, or subcontractor of the Vendor completing work under the contract to cooperate fully may be grounds for termination of the contract.

D. Confidentiality Agreements

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

XIII. Appendices

XIV. Appendix A – Vendor Response Checklist

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

A. Submittal Letter containing the following information:

1. Vendor Name.
2. Contact name, address, telephone number, e-mail address and fax number of Vendor's point of contact.
3. Provide a statement that no assistance in preparing the response was received from any current or former employee of the AOC whose duties related to this RFP, unless such assistance was provided by the county employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP.
4. State whether any of the individuals that will provide services if the Vendor is awarded a contract is a current AOC employee or former AOC employee during the past two years. If true, state the individual's title and termination date.
5. If the Vendor has had a contract terminated for cause during the past five (5) years, describe all such incidents, including the other parties' names, addresses, and telephone numbers. Present the Vendor's position on the matter. Termination for cause is defined as notice to stop performance or delivery due to Vendor's non-performance or poor performance, and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in cause. If the Vendor has had no such terminations for cause in the past five (5) years, so state. Poor contract performance may cause the Vendor to be eliminated from consideration. FAILURE TO DISCLOSE will result in disqualification of the Vendor and, if applicable, may be grounds for termination of any contract entered with the Vendor.
6. The Vendor must disclose any and all judgments, pending or expected litigation. If no such condition is known to exist, the Vendor shall warrant as such in a statement.
7. Explicit agreement from Vendor to adhere to all terms and conditions expressed herein.
8. Provide a statement that the price quoted in Cost Proposal constitutes a firm offer valid for ninety (90) days from the Proposal due date.

9. A section detailing how the Vendor meets each of the requirements under the Minimum Qualifications Section of this RFP.
10. Provide the earliest date on which you could begin work. Also include a range of subsequent possible start dates, in the event the AOC is unable to begin on your earliest date. Provide a latest start date. Explain the risks to the AOC associated with these dates, if any.

XV. Appendix B – Pricing Matrix

Provide sufficient detail that will assist AOC in understanding your proposal sufficiently to make an informed decision.

Deliverable	Professional Services	Installation/Implement	User Support & Maintenance
#1 Plan & Schedule			
#2 Phase 1 Code Conversion and Testing			
#3 Phase 2 Final Code Conversion and Testing			
#4 Conversion Support			
#5 Final and Completed Work			
Total			

XVI. Appendix C – Reference Artifacts

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

XVII. Appendix D – Current AOC Technology

The following items are available upon request to the RFP administrator and the signing of a non-disclosure agreement.

1. NATURAL Coding Standards
2. Production Code Library
3. JCL
4. Data Base Definitions
5. Documentation Examples
6. COBOL/shop standards

XVIII. Appendix E – Anticipated Vendor Questions

Following are anticipated Vendor questions and Agency responses. It is assumed this information may be useful in assisting the vendors to provide informed responses and high quality products while reducing the amount of supplemental question-answer effort.

- Will there be access to the full set of the Natural application code for analysis by the potential providers?
AOC-Yes But must first sign and file non-disclosure agreement.
- Can the Natural code be migrated on the system of the potential vendor?
AOC- Yes, for the period of the project. All AOC systems and code must be removed from vendor environment by the end of the warrantee period.
- Is a consistent test data set (subset of the production data) available?
AOC- A test database is available so that the application can be made operational. There is not a complete set of data linked to individual unit test plans. Unit test data will need to be created using the converted application code.
- Can the test data set be installed on the system of the potential vendor?
AOC- Yes – The vendor would need to load the data provided into a DB2 database (version 8.x).
- Number of lines of Natural code?
AOC- Approximately 700,000 executable lines of code in the primary (PRDDISC) Library

- Number of maps?
AOC- 224
- Number of DB2 tables?
AOC- 293
- Size of the database (GB or TB)?
AOC- 0.6 TB
- Is application knowledge still available?
AOC- The AOC has a maintenance staff that has a full understanding of the system code. The on-site staff regularly makes fixes and enhancements.
- Do Natural programs call modules written in different languages other than Natural? If so, specify.
AOC- COBOL, Assembler
- Do Natural programs also access VSAM files and/or other files/databases in addition to DB2? If so, specify.
AOC- DB2 or sequential files.
- Provide an overview of all Software AG tools in use and explanation of the functionality and importance for the application (at development- and at run-time).
*AOC- Natural editor – to edit NATURAL Programs
SYSEC – To manage Natural Security
SYSDDM – to create DDMS for DB2 tables
NATLOAD and NATUNLOAD – to load and unload programs to and from Natural and TSO PDS members. Used for integration with configuration management tool – Benchmark's ISPW.*
- What versions of tools such as CICS, DB2, Enterprise COBOL compiler, etc. are being used?
AOC- CICS 3.2 DB2 Version 8 soon to be Version 9 (March/June 2009).
- What is the status and availability of test scenarios?
AOC- Unit Test plans exist for over 90% of the programs.
- The unit test plans assume that the tester knows the application, the database, and the business. What is the number of current staff involved in the Natural application development?
AOC- 0.5
- What is the number of current staff involved in the Natural application operational tasks?
AOC- 7
- What is the number of concurrent users?
AOC- 30 with approximately a million transactions per day. The average response time is .25 seconds. There is a 3.0 second or less response time

goal (90% of the time).

- What is the maximum period for a code freeze?
AOC- 1 month during the Phase 2 period.
- Indicate the maximum length for the project.
AOC-Complete the work of the project by 6/30-2009 with warrantee extending beyond.
- Indicate who (developers, operations, users) and how much assistance will be provided to the potential provider.
AOC- Staff availability is limited or could be constrained by the priority of other work. Staff can provide limited assistance in answering coding questions.
- If solutions other than BMS maps are possible/feasible would those be acceptable?
AOC- They may be. Vendor should provide a proposal.
- If solutions other than IBM z/OS are possible/feasible would those be acceptable?
AOC- No.
- Indicate availability of the mainframe remote accessible by the potential provider for testing purposes.
AOC- Yes, a separate partition is available for testing.
- Specify the currently performance or capacity issues and if so what causes these problems.
AOC- Current average response time is 0.25 seconds. There are no current capacity issues.

XIX.