

**REQUEST FOR QUOTES – RFQ 10-01**  
**Rational Products and Support**

July 29, 2009

**1. INTRODUCTION**

The Administrative Office of the Courts (AOC) is soliciting quotes to purchase Rational and Telelogic related software. The software must meet the requirements identified in Vendor Response Form.

**2. EVALUATION OF QUOTE**

AOC will evaluate the responses based upon price. The RESOLUTION OF COMPLAINTS AND PROTESTS procedures that are attached will be followed for this procurement.

Your response must contain only the Vendor Response Form. No other cover page (other than a fax cover page) or material should be returned.

**3. QUOTE DUE DATE**

All responses must be received by August 5, 12:00 PM (noon) AOC Local Time. Responses received after that time will not be accepted. Vendors assume all responsibility for the method of delivery and for any delay in the delivery of their response.

**4. RFQ COORDINATOR**

Please fill out the attached Response Form or a reasonable facsimile and return by fax or email to:

John Bell  
Administrative Office of the Courts  
1206 Quince Street SE  
PO Box 41170  
Olympia, WA 98504-1170  
(360) 704-4029  
FAX: (360) 586-8869  
Email: John.Bell@courts.wa.gov

If you have any questions about this solicitation, please contact the person referenced above. All oral communication will be considered unofficial and non-binding on AOC. Vendors should rely on this RFQ unless a written amendment is issued.

**5. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

No information contained in the Quote will be considered proprietary and exempt from disclosure under the Washington State Public Disclosure Act, [chapter 42.56 RCW](#). **Marking of the entire Quote as**

**proprietary will be neither accepted nor honored.** If a public records request is made to view or obtain a copy of a Vendor's Proposal/Quote, the AOC will comply with applicable public disclosure requirements.

## **6. MINOR ADMINISTRATIVE IRREGULARITIES**

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

## **7. 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.

## **RESOLUTION OF COMPLAINTS AND PROTESTS**

### **1. COMPLAINTS**

Vendors must raise all relevant concerns regarding specifications or RFQ requirements before the proposal due date. Failure to do so will preclude a Vendor from filing subsequent protest based upon those aforementioned issues.

### **2. NOTIFICATION TO UNSUCCESSFUL PROPOSERS**

Firms whose proposals have not been selected for further negotiation or award will be notified via email at the email address given in the Vendor Response Form.

### **3. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Firms which submitted a proposal that was not selected will be given the opportunity for a debriefing conference. The request for a debriefing conference must be received by the RFQ Coordinator within twenty-four hours after the notification of the successful firm is emailed to the Firm. The debriefing will be held within three business days of the request.

Discussion will be limited to a critique of the requesting Firm'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 one hour.

#### **4. PROTEST PROCEDURE**

This procedure is available to Firms who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Firm is allowed three days to file a protest of the acquisition with the RFQ Coordinator.

Firms protesting this procurement shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Firms under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQ Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or AOC policy.

Upon receipt of a protest, a protest review will be held by the AOC. All available facts will be considered and a decision will be issued by the AOC within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AOC's action; or
- Find only technical or harmless errors in the AOC's acquisition process and determine the AOC to be in substantially compliance and reject the protest; or
- Find merit in the protest and provide the AOC options which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the solicitation document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

#### **EXECUTION OF CONTRACT**

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 RFQ 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.

**1. 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.**

**2. CRIMINAL BACKGROUND CHECK**

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

**3. 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.

## Vendor Response Form

Vendor Information:

Vendor Name:	
Contact Name:	
Street Address:	
City, State, Zip:	
Telephone No.:	
Fax No.:	
Email Address:	

Provide costs for equipment and services that meet these specifications:

**Part A**

<u>Qty</u>	<u>IBM Part#</u>	<u>Description</u>
2	D054WLL	IBM RATIONAL DEVELOPER WITH EGL, AUTHORIZED USER FOR SYSTEM Z LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS
22	D05AALL	IBM RATIONAL DEVELOPER WITH JAVA, AUTHORIZED USER FOR SYSTEM Z, FROM RAD, TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS
4	D57NALL	IBM RATIONAL FUNCTIONAL TESTER PLUS FOR ZSERIES (390) FLOATING USER FROM ROBOT/RFT FLOATING USER TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS
4	D53QSLL	IBM RATIONAL ROBOT FLOATING USER FROM RATIONAL ROBOT AUTHORIZED USER TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS
4	D54LTLL	IBM RATIONAL PERFORMANCE TESTER FLOATING USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS
1	D079ULL	IBM RATIONAL REQUIREMENTS COMPOSER SERVER FOR SYSTEM Z 3 AUTHORIZED USERS LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS
2	D06WDLL	IBM RATIONAL REQUIREMENTS COMPOSER AUTHOR CLIENT ACCESS FOR SYSTEM Z AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS
2	D079YLL	IBM RATIONAL REQUIREMENTS COMPOSER REVIEWER CLIENT ACCESS FOR SYSTEM Z AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS

---

2	D09PLLL	TELELOGIC SYSTEM ARCHITECT PER FLOAT SINGLE SITE LIC + SW S&S 12 MO (Floating (Single Site) Telelogic)
5	D09LELL	TELELOGIC DOORS FLOATING SINGLE SITE SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS