

STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
1206 Quince Street SE
Post Office Box 41170
Olympia, Washington 98504-1170

REQUEST FOR QUALIFICATIONS & QUOTES

RFQQ 10-05

Disaster Recovery Hot Site

1 PURPOSE

The Administrative Office of the Courts (AOC) is initiating this Request for Qualifications and Quotes (RFQQ) to solicit responses from organizations (vendors) interested in providing a hot site and related services for the Judicial Information System and related computer based resources maintained by the AOC. The plan is for the hot site arrangements to be in place by April 1, 2010.

2 BACKGROUND

2.1 THE AOC AND JIS SERVICES

The AOC provides support services to state, county, and city courts throughout the state including the Supreme Court (SC), Court of Appeals (COA), Superior Courts, and Courts of Limited Jurisdiction (District and Municipal Courts). The AOC's Information Systems Division (ISD) is responsible for development and maintenance of computer applications.

The AOC provides automated information systems – the Judicial Information System – to courts at all jurisdictional levels throughout the state. The essential business functions provided through the AOC to the courts are managing cases, obligations records in case files (including financial obligation), and detention of youth. The AOC also provides JIS access to other agencies and the public, web services for the public, the judicial branch and its employees, and network and server services for itself and the appellate courts. The AOC uses a combination of the State of Washington's InterGovernmental Network (IGN), its own wide area network, and dedicated frame relay circuits to provide the JIS and related services to the courts.

Because the JIS is a mission critical system for the courts, AOC has a high standard for availability of its systems: "All components of production systems (servers, networks, and clients) shall be available from 6:00 a.m. until 3:00 a.m., seven days a week. Availability during operational hours shall be 99.9% for all system components." (Section 1.4 of the AOC Application Architectural Standards) This standard applies to the JIS case management, accounting, juvenile detention, and services and access by criminal justice agencies, other governmental agencies and the public described below. Web based services including the Internet, extranet and intranet and network and server services are expected to be available 24 x 7.

The following lists the essential JIS business functions:

JIS case management and accounting services for courts. The JIS is mission critical for the operation of the courts in Washington State. Courts use the JIS to support court room operation, receipting and accounting, decision making, and meet legal mandates.

JIS services for juvenile detention agencies. Juvenile detention agencies use the JIS (currently JCS) to make decisions about the placement of juvenile offenders, to track their location and status in detention facilities, and to maintain vital information about them.

Operational data store (ODS) and data warehouses. In addition to the JIS database, the AOC maintains an operational data store which is a real time replica of the production database and up to ten data warehouses which contain subsets of the JIS databases and are used for queries. All are SQL Server databases on NT servers.

Archived production data. After a case is closed much of the data related to it is moved from online storage to magnetic tape. There is a constant need by the courts and others to restore data. However, the AOC does not plan to bring either the archiving or restoration functionality up at the hot site.

Internet services for the public. The Washington Courts website is a highly visible resource for the public, the media and the bar.

Extranet services for courts. The extranet is a service and information resource for the courts. The courts rely on the extranet for access to manuals including judges' benchbooks and JIS manuals.

Intranet services for the AOC. The intranet is a part of the extranet which includes AOC specific information and services and is provided exclusively to AOC staff. Restoration of the intranet goes together with restoration of network and server services for the AOC.

Access to JIS for criminal justice agencies. Access to the JIS for criminal justice agencies supports public safety.

Access to JIS for other governmental units. JIS access for other governmental units, such as DSHS, supports a variety of services and functions. In addition, organizations such substance abuse treatment providers need the JIS in order to perform services for the courts.

Access to JIS for the public. Enabling public access to the JIS (i.e., JIS-Link) is important because many subscribers rely on JIS information to conduct their businesses.

Network and server services (email, other group services, file servers, LANs, etc.) for AOC and appellate courts. AOC and appellate court judges and employees depend on IT services in order to do their jobs. Because of the nature of the work, access to documents and application development resources are essential for employee productivity.

Help desk services. AOC help desk services provided by AOC Customer Support via telephone, email and the extranet are vital to the JIS end user community.

2.2 IT RESOURCES

The protected resources of the AOC include both computing and infrastructure equipment as well as the Judicial Information System (JIS) data.

The computing and communications infrastructure consists of the central data center; the mainframe; servers; storage media; printers; personal computers; modems; communication links; local area network equipment; and diagnostic and monitoring devices.

The JIS data includes, the JIS applications; related files and databases; any information extracted, calculated or otherwise derived there from; vendor-provided software; system documentation; and AOC-prepared documentation.

Business Function	Resource Requirements
JIS case management and accounting services for courts.	Mainframe, DASD and server(s); InterGovernmental Network (IGN) and connection to IGN; JIS network for courts not on IGN.
JIS services for juvenile detention agencies.	Mainframe DASD and server(s); IGN and connection to IGN; JIS network for agencies not on IGN.
Information and services on public website.	Server(s) and connection to Internet.
Information and services on extranet website.	Servers; IGN and connection to IGN; JIS network for court not on IGN.
Information and services on intranet website.	Server(s) and LAN.
Access to JIS for criminal justice agencies.	Mainframe, server(s) and connection to Internet.
Access to JIS for other governmental units.	Mainframe, server(s) and connection to Internet.
Access to JIS for the public.	Mainframe, server(s) and connection to Internet.
Network and server services (email, other group services, file servers, LANs, etc.) for AOC and appellate courts.	Servers, LAN, WAN and Internet connection.
Help desk services.	Telephones, office space, servers, LAN, WAN and Internet connection.

2.3 RECOVERY TIME OBJECTIVES

The following Recovery Time Objectives (RTOs) have been established for the JIS.

Business Function	Impact of Loss of Service	Recovery Time Objective
JIS case management and accounting services for courts; includes production database, applications & essential systems software, and future operational data store.	Courts operate in extremely degraded mode. They have no access to up-to-date calendars to run courtrooms; cannot update accounting records and must issue manual receipts; cannot transmit funds to state and local treasurers. A data entry backlog of documents, receipts, and other entries is created and must be managed. Judges do not have criminal histories.	48 hours
JIS services for juvenile detention agencies.	Users do not have information needed to make referral decisions and cannot track juveniles' status within detention facilities.	48 hours
Operational data store (ODS) and data warehouses.	The ODS and data warehouses are critical sources of information for the courts and in the future will be critical to the public. Loss of the ODS or a warehouse will impact users' ability to operate.	48 hours
Information and services on extranet website.	The extranet is the access point for the JIS services. Courts lose access to a variety of useful information and some services – most importantly benchbooks and other manuals they rely on to do their jobs. As the extranet becomes the access point for the JIS, they also lose access to the JIS. In the future, they will lose the ability to file problem reports.	48 hours
Help desk services.	Trial court, appellate court and AOC staff cannot get problems resolved.	48 hours
Archived production data.	Users cannot get detailed information on old cases.	5 days
Access to JIS for criminal justice agencies.	Prosecutors and law enforcement agencies lose access and must rely on their own databases. Possible impact on public safety.	5 days
Access to JIS for other governmental units.	Governmental subscribers lose access information they need for their businesses. JIS loses revenue.	5 days
Access to JIS for the public (JIS-Link).	Public access subscribers lose access information they need for their businesses. JIS loses revenue.	5 days
File servers for AOC and appellate courts.	AOC and appellate court staff cannot perform their jobs; projects lag.	5 days
Email and other group services for AOC and appellate courts.	AOC and appellate court staff must rely on other avenues of communication.	5 days
Internet access for AOC and appellate courts.	AOC and appellate court staff must rely on other avenues of communication and information.	5 days
Public indexes and agency data dumps.	JIS information provided in bulk is used for analytical purposes and by data resellers. Given the quarterly cycle for these products, the effects of an outage are mitigated.	2 weeks
Information and services on public website.	Public loses access to a variety of information and services, but can access key services – e.g., forms and opinions – elsewhere on-line.	2 weeks
Information and services on intranet website.	AOC staff who depend on intranet resources (e.g., developers who need JIS documentation and other materials) cannot do their jobs. Projects lag.	2 weeks
Network for JIS-Link “3 rd party subscribers”.	These users must use the Internet for access until their dedicated circuits can be restored. Since they screen scrape, possible significant impact.	To be determined.

3 HOT SITE AND DISASTER RECOVERY REQUIREMENTS

3.1 BASIC REQUIREMENT

The AOC is seeking a hot site that will allow it to recover services in the event of a disaster and meet the RTOs listed in Section 2.3. The hot site must meet the requirements of Section 3 and the equipment and network infrastructure provided by the hot site must meet the configuration requirements in Section 4.

3.2 USE OF HOT SITE AND OPTIONAL REMOTE CUSTOMER SUITE

For all requirements described in this RFQQ and as modified from time to time during the term of the subsequent contract, Disaster Recovery Services must include but not be limited to the use of Hot-Site facilities and remote customer suite, if offered and included in the services provided, in the event of a declared disaster.

3.3 OPERATIONAL SUPPORT

The Vendor must describe any operational support services available to AOC for exercises or declared disasters. This must include, but is not limited to, items such as IPL/Boot support, loading of customer system data, tape mounts and print support, pre-configuring Network Routers/Switches with AOC specific configurations, etc. Vendor must be able to provide operational support in the event AOC is unable to provide staff for recovery of its systems. Vendor proposal must distinguish between services essential to meet the mandatory requirements of this RFQQ and those which are optional. Costs for essential services must be included in the Mandatory Services section of the vendor's pricing proposal.

3.4 HOT SITE EXERCISES (TESTING)

3.4.1 Disaster Recovery Services must include the use of the hot site facilities and remote customer suite, if offered and included in the services provided, for two (2) exercises each year according to the following scheduling parameters:

- a) Resources for exercises in February through November time frames.
- b) Exercises must be five (5) to six (6) months apart. AOC will not conduct exercises during the months of December or January; and
- c) Ninety-six (96) hours (forty-eight (48) consecutive hours each exercise) annually of concurrent exercise time; and
- d) Exercise time must be between 8:00 a.m. Friday and 7:59 a.m. Sunday (Local Time of Hot Site).

3.4.2 In addition, to the periodic exercises described in Section 3.4.1, the Disaster Recovery Services must include an optional initial exercise as soon as it can be arranged after the contract is executed. The AOC anticipates this exercise will require 48 hours to complete. This is at AOC's discretion if it will occur or not.

- 3.4.3 Exercises shall use hardware and software that meets (or exceeds) the mandatory specifications in Section 4 of this RFQQ.
- 3.4.4 The vendor's proposal must describe its change or cancellation policy relating to an exercise. Describe any lead times required, etc. Any fees must be described in the *Financial Proposal*.
- 3.4.5 Acquisition of additional exercise time: The vendor's proposal must describe the minimum hourly increments that would be acceptable. Any additional fees must be described in the *Financial Proposal*.
- 3.4.6 The vendor's proposal must describe any other methods the Vendor provides for remote customer testing other than the Remote Customer Suite. Explain what equipment and/or software would be provided.
- 3.4.7 The Vendor must describe its policy and procedures for scheduling and conducting recovery exercises and must specifically address the following:
 - a) Method for reserving exercise time, including lead time required;
 - b) Procedures and/or tasks used leading up to an exercise, such as conference calls, worksheets, etc., to prepare the Vendor or assist the customer in preparing for the exercise;
 - c) Procedures and/or tasks used after an exercise to identify problems, issues or concerns that affected the customer or the Vendor;
 - d) How the Vendor ensures that all equipment within the contract is installed and available for the exercise and also describe what action will be taken if a piece of contracted equipment becomes unavailable prior to and/or during an exercise; and
 - e) How the Vendor would interact with AOC's network communication Vendor, such as willingness to assist in resolving network issues with the communication Vendor.

3.5 HOT SITE FACILITY

The vendor must provide a list of its facilities which meet the RFQQ requirements, state which facility it proposes for the hot site, and describe that facility.

3.5.1 Hot Site Location

The Hot Site must be located in the Continental United States and at least a two hundred (200) mile radius away from Olympia, Washington.

3.5.2 Single Facility

All hot site services must be provided in the same facility.

3.5.3 Hot Site Regional Information

Hot Site facility must be located in a place that minimizes risk from fuel or other hazardous material storage, airports, waterways, roadways, railways, and earthquake faults.

3.5.4 Hot Site Risk Assessment

Vendor must describe in detail its risk assessment and mitigation plan for the Hot Site. Vendor must include a copy of the risk assessment in its proposal.

3.5.5 Hot Site Environmental Controls

Hot Site Environmental controls must include:

- a) Air conditioning;
- b) Monitoring systems;
- c) Physical security controls;
- d) Fire detection and suppression equipment;
- e) Water detection system;
- f) Backup power systems (UPS, diesel generators, dual power feeds, etc.)

3.6 HOT SITE TIMING REQUIREMENTS

3.6.1 The vendor must agree to make the hot site available to the AOC within 8 hours after a disaster has been declared.

3.6.2 The vendor must agree to make the hot site available to the AOC for a minimum of 60 days after a disaster has been declared.

3.7 HOT SITE PREEMPTIVE RIGHTS

AOC will not allow another subscriber of the Vendor to have preemptive rights for Hot Site services during a AOC-declared disaster

3.8 HOT SITE MULTIPLE DISASTERS

Vendor must describe in detail how multiple disasters are handled (i.e., multiple subscribers declaring a disaster and requesting use of the Hot Site facility), and explain how it assigns priorities to multiple customers in the event of a disaster or declared event.

3.9 DISASTER DECLARATION

Vendor must describe in detail any policies and procedures for declaring a disaster and requesting use of the facility, including, but not limited to vendor involvement and support at the time of Disaster Declaration and during recovery efforts.

3.10 HOT SITE POST EVENT DATA CLEANUP

AOC requires that all data be cleared from processor memory and DASD files upon completion of AOC use of Vendor facilities. AOC reserves the right to use its own procedures to clear and delete its data.

Vendor must describe in detail its process for clearing memory and the deleting of DASD files after AOC use of Vendor facilities

3.11 HOT SITE VENDOR STAFF SECURITY

Vendor must describe in detail its procedures for ensuring security of AOC data, including, but not limited to, background checks, bonding or other means for all personnel that have access both electronically and physically. In the event AOC requests the services of Vendor Recovery Staff, Vendor may be required to provide proof of security clearance for individuals performing such services. Security clearance requirements may include as a minimum, fingerprint and background checks.

3.12 HOT SITE – REQUIRED EQUIPMENT

- a) Telephones: A minimum of five (5) multi-line phones with speaker capability. Phone service between the RCS and the Hot Site. The capability to keep the phone lines open for undetermined amounts of time.
- b) Terminals: 5 PCs that meet AOC's workstation standards. Workstation standards are expected to change from time to time as technological advances occur. The PCs must have screen print capability with an appropriate printer device.
- c) System Printer: A minimum of one (1) system printer that is attached to all of the PCs.
- d) A way of connecting any of the PC's to the Internet.

3.13 ISP SERVICES REQUIREMENTS

The vendor must provide ISP services including the hosting of the Washington Courts website in the event of a disaster.

3.14 CHARGES FOR CONFIGURATION CHANGES

AOC's recovery requirements are expected to change over time due to changing business needs, technology changes, financial needs, etc. Vendor is expected to modify its subscription fees to AOC based upon AOC's actual current recovery requirements as communicated to the vendor from time to time. Vendor must agree to adjust the monthly subscription fee for the changes in AOC's recovery requirements no later than one month following such a change.

For instance, if AOC finds that it no longer has a need for a particular piece of equipment, that modification will be communicated to the Vendor and AOC will expect to see a reduction in its subscription fee equal to the amount the Vendor was charging AOC for that piece of equipment.

3.15 GROWTH

The hot site must keep pace with AOC’s continued growth and change. Environment requirements have been growing at a rate of twenty to twenty-five percent (20-25%) annually and additional recovery processing capacity will be needed in the near future. The number of system images may increase. In addition, AOC expects to deploy new technologies, yet unknown, during the performance period of the contract.

The Vendor must describe how this growth will be accommodated. Vendor must include at least the following items:

- a) Describe the policy related to keeping the hardware and system software current with the manufacturer’s latest releases;
- b) Describe how customers are notified of any changes in the Vendor environment including but not limited to upgrades, construction, etc. including lead times for implementation; and
- c) Describe the process used when customers request upgraded or new equipment.

3.16 EQUIPMENT MAINTENANCE

The Vendor must have a maintenance program that includes maintaining the proposed systems to Original Equipment Manufacturer (OEM) certification levels. Vendor must make maintenance records available to AOC, upon request, for review. Vendor must make arrangements with its maintenance service provider to have a qualified Customer Engineer available on-site within two (2) hours of a call for assistance.

4. REQUIRED HOT SITE CONFIGURATION

4.1 MAINFRAME REQUIREMENTS

The vendor must commit to providing a mainframe which meets the following specifications.

4.1.1 Operating System

The system must run the IBM z/OS 1.11 or higher operating system.

4.1.2 Processors

The production environment consists of two (2) system images. The images have the following processor requirements:

Image	MIPS/MSU’s	Storage
JISP	641/80	32 Gig
OAC2	501/62	8 Gig

4.1.3 Storage

The JIS requirement is 3 terabytes. The following lists the storage requirements:

Component	Logical Volumes
3390-3 geometry storage RAID storage	1300

4.1.4 Storage Channel Connectivity

The AOC LPARs utilize FICON Channels to provide shared connectivity to DASD.

4.1.5 Tape Hardware and Connectivity

The JIS utilizes IBM TS1130 Tape drives for backup and restores of mainframe data. The processors listed in Section 4.1.2 need to be able to access the tape drives. The AOC can run the tapes in TS1120 format, but strongly desires to migrate to TS1130 format for tape savings and encryption. Please state the tape models support and your plans to support TS1130 encryption. The following table lists the AOC requirements:

Component	Unit Quantity
IBM TS 1130 Tape Drives	4

4.1.6 Channel-to-Channel (CTC)
 Channel-to-Channel (CTC) connections are required between each of the LPARS and configured in such a way that any-to-any communications can be accomplished.

4.1.7 Virtual Tape Library
 Optional IBM TS3500 Tape Library with connectivity to both LPARS.
 The Tape library requires 3 Terabytes of storage, three TS1130 tape drives to the backend storage and 4 TS1130 tape drives available to both LPARS.

4.2 NETWORK REQUIREMENTS

4.2.1 Current WAN Environment
 The AOC operates a wide area network which connects the AOC (Olympia), Supreme Court (Olympia), and the three divisions of the Court of Appeals (Seattle, Tacoma, and Spokane). This network connects to the State of Washington Department of Information Services operated State Government Network and in turn to the DIS operated InterGovernmental Network (IGN) and Internet.

4.2.2 Network Requirements
 The JIS will use a combination of connectivity to the State of Washington's InterGovernmental Network (IGN), VPNs, and a connection to the AOC's wide-area network to connect users to the hot site.

The hot site must connect with the IGN at one node in eastern Washington. The AOC will provide this circuit.

The hot site must connect to the Internet.

4.2.3 Network Component Requirements

Qty	Equipment Description
	TCP/IP Network (S/390):
2	OSA-Express gigabit adapter – OAC2 LPAR
2	OSA-Express gigabit adapter – JISP LPAR
	AOC Routed Network
2	Nokia IP295 Firewall <ul style="list-style-type: none"> • 4 - 10/100/1000 Ethernet Ports
1	Juniper SA-4500 VPN Appliance

	<ul style="list-style-type: none"> • 2 - 10/100/1000 Ethernet Ports
2	F5 Big-IP LTM-1500-2GB-RS <ul style="list-style-type: none"> • 2 - 10/100/1000 Ethernet Ports
1	Cisco 3750G-48 class switch/router <ul style="list-style-type: none"> • 48 - 10/100/1000 Ethernet Ports
2	Cisco 2951 ISR (Integrated Services Router) <ul style="list-style-type: none"> • 2 – 10/100/1000 Ethernet Ports • VPN Accelerator Card • 1 – T1 Serial Port
1	Cisco Catalyst 6509 Switch <ul style="list-style-type: none"> • 32 – MB DRAM • 1 – Multilayer Switch Module (WS-X6302-MSM) • 1 – 16 MB Flash • 48 – 10/100 Ethernet Ports • 48 – Gigabit Ethernet Port – SX Multimode Fiber (Fabric Enabled)
2	Fixed Registered IP Addresses (in the same subnet) for VPN point-to-point access.

4.3 WINDOWS SERVER REQUIREMENTS

4.3.1 Windows Servers

The Windows server environment consists of an Active Directory forest with 1 parent domain and 4 child domains. The equipment specifications below will allow the Administrative Office of the Courts and the Washington State Supreme Court Active Directory Environment to be restored to a functional level.

4.3.2 Active Directory Environment

The Active Directory environment will consist of hardware matching the equipment specification outlined below. The Active Directory environment may consist of stand-alone or blade servers. Virtual environments will not be considered suitable for our production environment.

Quantity	Description
12	Server Class 1 (low) <ul style="list-style-type: none"> • 2 -- 3 GHz Dual Core CPU • 8 Gig RAM Memory • CD/DVD Drive • 10/100/1000 Ethernet Port (2 ports) • 150 GB Internal Disk Storage

	<ul style="list-style-type: none"> • 3.5 Inch Floppy • USB 2.0
7	Server Class 2 (medium) <ul style="list-style-type: none"> • 4 -- 3 GHz Dual Core CPU • 32 Gig RAM Memory • CD/DVD Drive • 10/100/1000 Ethernet Port (4 ports) • 150 GB Internal Disk Storage • 3.5 Inch Floppy • HBA Connectivity to External SAN Storage • USB 2.0
1	Server Class 3 (large) <ul style="list-style-type: none"> • 4 – 2.4 GHZ 6-Core • 128 Gig RAM Memory • CD/DVD Drive • 10/100/1000 Ethernet Port (4 ports) • 75 GB Internal Disk Storage • 3.5 Inch Floppy • HBA Connectivity to External SAN Storage • USB 2.0
1	SAN Storage <ul style="list-style-type: none"> • 11 TB

5 REMOTE CUSTOMER SUITE

5.1 REMOTE CUSTOMER SUITE LOCATION

Vendor must provide a Primary Remote Customer Suite (RCS) located within a one hundred fifty (150) mile radius of Olympia, Washington. The Vendor must state its acceptance of this requirement.

5.2 REMOTE CUSTOMER SUITE – REQUIRED EQUIPMENT

- a) Telephones: A minimum of five (5) multi-line phones with speaker capability. Phone service between the RCS and the Hot Site. The capability to keep the phone lines open for undetermined amounts of time.
- b) Terminals: twenty five (25) PCs that meet AOC’s workstation standards. Workstation standards are expected to change from time to time as technological advances occur. The PCs must have screen print capability with an appropriate printer device.
- c) High-Speed Connectivity: The RCS equipment must be linked by a high-speed method to the Hot Site mainframe that operates a T1 or greater bandwidth.

- d) System Printer: A minimum of one (1) system printer that is attached to all of the PCs.
- e) A way of connecting any of the PC's to the Internet.
- f) Fax Machine

5.3 REMOTE CUSTOMER SUITE ENVIRONMENT

Vendor must describe in detail the environmental controls in the Remote Customer Suite, including, but not limited to:

- a) Air conditioning;
- b) Environmental monitoring systems;
- c) Physical security controls;
- d) Fire detection and suppression equipment;
- e) Water detection system;
- f) Backup power systems (UPS, diesel generators, dual power feeds, etc.); and
- g) Describe any current or upcoming construction in the next three to six months.

5.4 REMOTE CUSTOMER SUITE REGIONAL INFORMATION

Vendor must describe in detail the Remote Customer Suite facility showing fuel or other hazardous material storage, airports, waterways, roadways, railways, and earthquake faults. Vendor must include a map showing detail of at least a ten-mile radius around the proposed site.

5.5 REMOTE CUSTOMER SUITE RISK ASSESSMENT

Vendor must describe in detail its risk assessment and mitigation plan for the Remote Customer Suite. Vendor must include a copy of the risk assessment in its proposal.

5.6 REMOTE CUSTOMER SUITE SPACE REQUIREMENT

Vendor must provide enough space at the Remote Customer Suite for a minimum of twenty (25) staff in a safe, secure environment, including, but not limited to, desks and workspace, chairs, and one (1) 3' x 6' portable white board.

5.7 REMOTE CUSTOMER SUITE – WISHA

The Remote Customer Suite must meet or exceed Washington Industrial Safety and Health Act (WISHA) standards. Vendor must state acceptance of this requirement.

5.8 REMOTE CUSTOMER SUITE – BREAK ROOM

It is desirable that the RCS have a break room, including, but not limited to a refrigerator, coffee maker, table, and chairs. Vendor must state whether it will offer this option and describe the room and amenities provided.

5.9 REMOTE CUSTOMER SUITE – MEETING ROOM

The RCS must have a meeting room with a minimum capacity of ten (10) people, including a speakerphone and a large white board. Vendor must state acceptance of this requirement.

5.10 REMOTE CUSTOMER SUITE – STAFFING

The Vendor must supply a minimum of one (1) qualified Vendor employee to be on shift at all times to provide assistance to AOC. This individual will be the point of contact for the Vendor between the RCS and the Hot Site. Vendor must state acceptance of this requirement.

5.11 RELATED PROFESSIONAL SERVICES

AOC may have need from time to time for disaster recovery-related professional services, including, but not limited to:

- a) Training;
- b) Consulting;
- c) Testing;
- d) Backups (e.g.; related to any data vaulting or mirroring services provided by the vendor;
- e) Evaluation, assessment, and/or assistance in designing recovery for new technologies; and
- f) Other services within the scope of this acquisition.

The vendor should describe such services and include prices for them in the Optional Services section of the vendor's pricing proposal.

6 CONTRACT TERM

The contract term will be three years with year by year renewal at the AOC's sole option for three additional years. Prices for renewal years will not be considered in the evaluation but may influence the AOC's decision(s) on whether to renew.

7 VENDOR QUALIFICATIONS

Vendors must include in their proposal a statement of qualifications that includes the following:

7.1 SIZE OF HOT SITE BUSINESS

The vendor must state number of clients with mainframe and server configuration requirements similar to AOC's.

7.2 TIME IN BUSINESS

The vendor must state number of years in hot site business with mainframe customers

7.3 EXPERIENCE WITH CLIENTS RECOVERING FROM AN ACTUAL DISASTER:

7.3.1 The vendor must provide contact information for five clients who have used the vendor's hot site to recover from a disaster between January 1, 2006 through December 31, 2009. The vendor must ensure that such contacts are willing and available to talk with the AOC evaluation team.

7.3.2 The vendor must state the number of times it supported a declared disaster from January 1, 2006 through December 31, 2009.

7.3.3 The vendor must state the number of times it was not able to support a disaster declared by a customer from January 1, 2006 through December 31, 2009 and explain the circumstances for each occasion.

7.4 REFERENCES

The vendor must provide contact information for references from three current customers whose requirements are similar to the AOC's. The vendor must ensure that such references are willing and available to talk with the AOC evaluation team.

8 RFQQ ADMINISTRATION AND INSTRUCTIONS TO VENDORS

8.1 RFQQ COORDINATOR

Upon release of this RFQQ, all vendor communications concerning this acquisition must be directed to the RFQQ Coordinator listed below. 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 State. Only written statements issued by the RFQQ Coordinator may be relied on.

Christine Winslow, RFQQ Coordinator
Administrative Office of the Courts
1206 Quince Street SE
P. O. Box 41170
Olympia, Washington 98504-1170
E-mail: Christine.Winslow@courts.wa.gov
Telephone: (360) 705-5249
FAX: (360) 956-5700

8.2 RFQQ SCHEDULE

RFQQ released February 8, 2010
Deadline for questions February 16, 2010
Answers to questions released February 19, 2010
Proposals due no later than 4:00 p.m.

Pacific Time	March 8, 2010
End of Protest Period	March 12, 2010
Successful vendor announced	March 15, 2010
Contract executed.....	April 4, 2010
Hot site operational for AOC.....	May 1, 2010

8.3 RFQQ QUESTIONS

Specific questions concerning the RFQQ should be submitted to the RFQQ Coordinator in writing by fax, email or hand delivery no later than the listed date in the RFQQ Schedule. Questions will not be accepted beyond this date. Responses will be posted to AOC's internet site (<http://www.courts.wa.gov/procure>) no later than 5:00 Pacific Time on the date listed in the RFQQ Schedule.

Oral responses given to any questions are to be considered preliminary and non-binding. Only written responses to questions will be considered official.

8.4 PROPOSAL FORMAT

Vendors must submit their proposals in electronic format, either Word document or PDF, to Christine.Winslow@courts.wa.gov.

8.5 PROPOSAL REQUIREMENTS AND CONTENT

See Exhibit A, Vendor Response.

8.6 PROPOSAL RESPONSE DATE AND LOCATION

The vendor's proposal, in its entirety, must be received by the RFQQ Coordinator in Olympia, Washington, in accordance with the schedule contained in Subsection 8.2 above. Late proposals will not be accepted and will be automatically disqualified from further consideration.

8.7 COSTS OF PREPARING PROPOSALS

The AOC will not pay any vendor costs associated with preparing proposals, submitted in response to this RFQQ.

8.8 PROPOSALS PROPERTY OF THE AOC

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

8.9 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.

8.10 RFQQ AMENDMENTS/CANCELLATION/REISSUE/REOPEN

The AOC reserves the right to change the RFQQ Schedule or issue amendments to this RFQQ at any time. The AOC also reserves the right to cancel or reissue the RFQQ.

8.11 MINOR ADMINISTRATIVE IRREGULARITIES

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

8.12 INABILITY TO ENTER CONTRACT

The AOC reserves the right to eliminate from further consideration any vendor that the AOC, because of legal or other considerations, is unable to contract with at the time responses are due in accordance with the schedule contained in Subsection 8.2 above.

8.13 NO OBLIGATION TO ENTER A CONTRACT

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

The AOC reserves the right to refrain from contracting with any vendor that has responded to this RFQQ 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.

8.14 NON-ENDORSEMENT

The selection of a vendor pursuant to this RFQQ does not constitute an endorsement of the vendor's services. The vendor agrees to make no reference to the AOC in any literature, promotional material, brochures, sales presentations, or the like without the express written consent of the AOC.

8.15 CONTRACT PAYMENT LIMITATIONS

The Washington State Constitution provides that the state of Washington shall make no advanced payment for goods or services. 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 a payment is due. Invoices should be submitted no more often than monthly.

9 RFQQ EVALUATION

9.1 AOC EVALUATION TEAM

An AOC Evaluation Team (Team) of at least three (3) persons will evaluate the responses to this RFQQ. In the evaluation, the Team will review the vendor's description of the mandatory services offered, the qualifications of the vendor to provide the required services, references provided by the vendor, and the costs quoted. The Team may also consider past contract performance and check references beyond those listed in the vendor's proposal.

9.2 RFQQ CLARIFICATION

As part of the evaluation process, at the discretion of the Team, vendors may be asked to clarify specific points in their proposal. However, under no circumstances will the vendor be allowed to make changes to the proposal.

9.3 OPTIONAL ON-SITE VISIT

The Team may at its option visit the proposed hot site facility. The vendor must agree to make arrangements for such a visit at a mutually convenient time during the evaluation period.

9.4 RFQQ SCORING

Proposals will be scored as follows:

The vendor must meet the mandatory requirements in Sections 3, 4, and 5.

Vendor's qualifications (Section 7) will be assessed on a pass/fail basis.

Vendor financial proposals will be evaluated by using the prices to meet mandatory requirements to determine a total cost for the term of the contract (i.e., a five-year life cycle including one declared disaster requiring the use of the hot site for 60 days).

10 POST EVALUATION

10.1 NOTIFICATION OF SELECTION OF APPARENTLY SUCCESSFUL VENDORS

Vendors whose responses have not been selected for further negotiations or award, will be notified via FAX or email.

10.2 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 RFQQ Coordinator within three (3) business days after the notification to unsuccessful vendors is faxed or e-mailed to vendors. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to critique of the requesting vendor's response. Comparisons between responses or evaluations of other responses will not be allowed. Debriefing conferences may be conducted in person or on the telephone, at the discretion of the RFQQ Coordinator, and will be scheduled for a maximum of one (1) hour.

10.3 PROTEST PROCEDURES

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.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state all facts and arguments on which the protesting party is relying. All protests shall be addressed to the RFQQ Coordinator.

Only protests stipulating an issue of fact concerning a matter of bias, discrimination, or a conflict of interest, 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.

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. 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.

10.4 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 RFQQ and general terms and conditions. The Special Terms and Conditions will be based on the services to be provided as described in this RFQQ. **In no event is a Vendor to submit its own standard contract terms and conditions as a response to this RFP and such submission may result in rejection of vendor's proposal.**