

**Request for Qualifications and
Quotations**

ACQ-2014-0929-RFQQ

**Appellate Courts IT Security
Reviews
&
Assessments**

Offered by

**Washington State
Administrative Office of the Courts**

Proposal Due Date: November 17, 2014

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1. INTRODUCTION

1.1 INTRODUCTION

Washington State Administrative Office of the Courts (AOC) is offering this Request for Qualifications and Quotations (RFQQ) to solicit Vendors interested in providing professional services for Information Technology (IT) Security Review and Assessments for the Washington State Appellate Courts as identified in this RFQQ.

1.2 OBJECTIVE

This RFQQ is the means for prospective Vendors to submit their qualifications to AOC and request selection as a Vendor. AOC desires to enter into a contract with a qualified Vendor to perform security review of the agency's network and applications, for compliance with the industry standards, to identify associated risks and to provide recommendations for remediation. It is expected that this will be a collaborative effort involving the Vendor and AOC subject matter experts.

1.3 BACKGROUND

1.3.1 AOC Profile

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.

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.

AOC provides a range of services that support the Washington court customers' automation, operations, and information needs. The Washington courts are non-unified (i.e., each court has independence in managing its own operation). AOC provides a central Judicial Information System (JIS) to the courts, which includes legacy applications many decades old and frequently require modernization to meet the needs of the courts of today. As a result, AOC is required to continuously meet the demands of court customer changes and modifications, which may introduce vulnerabilities that were previously non-existent.

To aid in the modernization of JIS, AOC is also currently transforming the service delivery model for the JIS and will be implementing data integration services to support the new model. AOC also anticipates continuing to offer many services via web portals and applications.

Furthermore, AOC's Information Services Division (ISD) is currently transforming from being an internal software development shop to being a system integrator through the use of a portfolio of commercial off-the-shelf (COTS) applications and will require the data in those COTS applications to be integrated with the existing JIS data. This transformation may require additional security protocols as AOC moves to COTS

applications so timely completion of the services provided by the selected Vendor from this RFQQ is critical.

1.3.2 JIS Profile

The Judicial Information System (JIS) is the primary information system for courts in Washington State. It provides case management automation to appellate, superior, limited jurisdiction and juvenile courts. Its two-fold purpose is: (1) to automate and support the daily operations of the courts, and (2) to maintain a statewide network connecting the courts and partner criminal justice agencies to the JIS database. The JIS serves as a statewide clearinghouse for criminal history information, domestic violence protection orders and outstanding warrants. The benefits of this approach are the reduction of the overall cost of automation and access to accurate statewide history information for criminal, domestic violence, and protection order history.

The principal JIS clients are judicial officers, court managers, and other court staff. The JIS also provides essential information to the Washington State Patrol, Department of Corrections, the Office of the Secretary of State, Department of Licensing, local law enforcement agencies, and prosecutors. Other users include public defenders, the media, law firms, and the public.

The Judicial Information System Committee (JISC) governs the JIS. The JISC is established in the state court Judicial Information System Committee Rules (JISCR) and operates under those rules and [chapter 2.68 RCW](#). The JISC sets policy for the Judicial Information System and approves projects and priorities for court focused initiatives that the ISD supports. The JISC membership is comprised of representatives from around the state.

For more information on the JISC, visit http://www.courts.wa.gov/committee/?fa=committee.home&committee_id=74.

1.3.3 ISD Profile

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

The ISD currently supports:

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

1.3.4 Appellate Courts Profile

The Appellate Courts in Washington State are non-discretionary appellate courts, which means it must accept all appeals filed with it. The Courts have authority to reverse, remand, modify, or affirm the decision of the lower court. The Courts decide each case after reviewing the transcript of the record in the Superior Court and considering the arguments of the parties.

The Appellate Courts are composed of the Supreme Court (Olympia) and three (3) Court of Appeals Divisions: Division I (Seattle), Division II (Tacoma), Division III (Spokane). Each division is comprised of three districts, similar to legislative districts.

1.4 CONTRACT TERM

The Contract will be effective upon the last date of final signature of either party. The Contract will provide for a one (1) year term and shall provide for two (2) additional optional one (1) year terms. Additional optional contract years will also be dependent upon approval of funding and at AOC's discretion regarding need.

1.5 DEFINITIONS

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

“AOC” shall mean Washington State Administrative Office of the Courts, a state agency pursuant to Chapter 2.68 RCW.

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

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

“Infrastructure” shall mean the business unit within AOC Information Services Division. This unit holds responsibility for AOC's infrastructure which includes servers, databases and network.

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

“JISC” shall mean Judicial Information System Committee as established by the Supreme Court to direct the operation of the Judicial Information System to serve the courts of the State of Washington.

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

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

“Operations” shall mean the business unit within AOC Information Services Division. This unit holds responsibility for AOC’s operations, which includes application maintenance and support.

“Purchased Services” shall mean those Services and activities provided by Vendor to accomplish routine, continuing, and necessary functions as set forth in the resulting Contract or a Statement of Work. Purchased Services shall include those Services specified as Purchased Services in RCW 39.26.

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

“RCW” shall mean the Revised Code of Washington.

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

“Risk Analysis” shall mean the process for which the most probable threats to AOC are identified and then analyzed for the related vulnerabilities.

“Risk Assessment” shall mean the process for which existing security and controls are evaluated and then assessed for adequacy relative to the potential threats to AOC.

“SOW” shall mean Statement of Work.

“State of Washington” Unless otherwise restricted, includes all members of the State of Washington, State Purchasing Cooperative including where applicable: State agencies, political subdivisions of Washington qualified non-profit corporations, institutions of higher education (e.g., colleges, universities, community & technical colleges) who choose not to purchase independently under RCW 23.B.10.029.

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

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

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

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

1.6 RFQQ COORDINATOR

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

Cheryl Mills, RFQQ Coordinator

Telephone: 360-704-5505 Fax: 360-956-5700 E-Mail: cheryl.mills@courts.wa.gov

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

If using U.S. Postal Service:

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

If using UPS, FedEx, etc.:

Administrative Office of the Courts
Information Services Division
Attn: Cheryl Mills
1206 Quince Street SE, Building 2
Olympia, Washington 98504-1170

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

1.7 COMMUNICATIONS

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

Solicitation to AOC employees is prohibited in any form.

1.8 ACQUISITION SCHEDULE

<u>Event</u>	<u>Date</u>	<u>Time*</u>
Release RFQQ to Vendors	October 24, 2014	TBD
Written Questions Due From Vendors	October 30, 2014	4 PM
Question and Answer Document Released	November 4, 2014	4 PM
Amendment (if required)	November 4, 2014	4 PM
Vendor Proposals Due	November 17, 2014	4 PM
Top Ranked Vendors for Notified for Interviews	November 21, 2014	4 PM
Interviews with Vendors	December 2-3, 2014	TBD
Apparent Successful Vendor (ASV) Notified	On or before December 8, 2014	TBD
Contract Execution (on or before)	On or before December 22, 2014	

**All times are Pacific time, daylight saving or standard, as applicable.*

The contents of this RFQQ and any amendments/addenda and written answers to questions will be available on AOC Web site:

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

1.9 DELIVERY OF PROPOSALS

The proposal, whether mailed or hand delivered, must be received by the [RFQQ Coordinator](#) at the address specified no later than the date and time provided in [Section 1.8](#). Late proposals shall not be accepted and shall automatically be disqualified from further consideration. The method of delivery shall be at Vendor discretion and it shall be at Vendor's sole risk to ensure delivery at the designated office. Faxed or emailed proposals will not be accepted and will be disqualified.

1.10 LATE DELIVERY OF ANY DOCUMENTS

AOC assumes no responsibility for delays caused by the U.S. Postal Service or other delivery systems regarding any documents relating to this RFQQ. Time extensions will not be granted. Documents received after a specified deadline will be deemed nonresponsive and will not be accepted, reviewed, or evaluated.

1.11 NUMBER OF COPIES

Send two (2) originals and five (5) identical copies and, on an unrestricted, non-password-protected CD-ROM or USB flash drive, one (1) complete copy of the proposal in portable document format (PDF), and one (1) complete copy in native file format readable by MS Office 2003 or newer to the [RFQQ Coordinator](#). The PDF submission must provide a separate file for each volume of Vendor's proposal as specified in [Section 2.1](#).

1.12 SINGLE AWARD

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

1.13 EXCEPTIONS TO RFQQ

Vendors should carefully review this RFQQ and all of its exhibits. Any Vendor wishing to take exception to any of the contents of this RFQQ must notify the [RFQQ Coordinator](#) [RFQQ Coordinator](#) in writing as specified in [Section 1.6](#) of this RFQQ.

1.14 VENDOR COMPLAINTS

It is incumbent upon each potential Vendor to carefully examine these requirements, terms, and conditions. Should any potential Vendor find discrepancies, omissions, or ambiguities in this RFQQ, Vendor shall at once request, in writing, an interpretation from AOC's [RFQQ Coordinator](#). Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information shall be made, in writing, (including fax and e-mail transmissions) to AOC's [RFQQ Coordinator](#), as specified in [Section 1.6](#).

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

The [RFQQ Coordinator](#) shall immediately forward a copy of the complaint to AOC's ISD Director/Chief Information Officer or his/her designee. Upon internal AOC review,

the [RFQQ Coordinator](#) shall reply to Vendor with a proposed solution. AOC decision is final and no further administrative appeal is available.

1.15 WRITTEN QUESTIONS FROM VENDORS

Specific questions concerning this RFQQ may be submitted in writing to the RFQQ Coordinator at the address specified in [Section 1.6](#) of this RFQQ. Fax and e-mail submission of questions is acceptable. The [RFQQ Coordinator](#) must receive questions no later than the date and time specified in [Section 1.8](#). AOC will not respond to Vendor questions submitted after said deadline.

All Vendor questions will be compiled and combined with AOC answers, which shall be presented in written form as a Question & Answer (Q&A) Document to the RFQQ. The Q&A Document will be published by the [RFQQ Coordinator](#) at the Web site provided in [Section 1.8](#).

1.16 AMENDMENT TO THE RFQQ

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

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

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

AOC also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to the execution of a contract. In the event it becomes necessary to revise any part of the RFQQ, an amendment shall be published at <http://www.courts.wa.gov/procure/>.

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

It is incumbent upon each potential Vendor to carefully examine these requirements, terms, and conditions. Should any potential Vendor find discrepancies, omissions, or ambiguities in this RFQQ, Vendor shall at once request, in writing, an interpretation from AOC's [RFQQ Coordinator](#). Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information shall be made, in writing, (including fax and e-mail transmissions) to AOC's [RFQQ Coordinator](#), as specified in [Section 1.6](#).

1.17 VENDOR INTERVIEWS

AOC will be holding mandatory interviews with Top Ranked Vendors. All Vendors offered an interview shall be provided a set of standard questions in advance of their scheduled interview. Vendor interviews shall also consist of specific questions unique to

an individual Vendor requesting additional clarification regarding information provided in the Vendor's proposal.

Each interview will be limited to two (2) hours and consist of a brief presentation by the Vendor summarizing their Proposal followed by a discussion focused primarily on the Vendor's technical approach, and project delivery approach. *Both the Project Manager and Technical Security Lead proposed by Vendor must attend the scheduled interview, conduct the presentation, and lead the Vendor's portion of the discussion.* RFQQ Coordinator will contact the Vendor representative to schedule interviews per the date and time provided in the Acquisition Schedule provided in [Section 1.8](#).

At AOC's discretion, Vendor presentation/interviews may be held via video conference or onsite at AOC in Olympia, WA. Upon notification as a Top Ranked Vendor selected to provide an interview, the [RFQQ Coordinator](#) will provide scheduling details to the Vendor's Authorized Representative.

1.18 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

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

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

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

Documents provided requestor as a result of a Public Records Request shall be provided electronically. Alternatively, AOC will charge for copying and shipping any copies of

materials. Submit Public Records Requests directly to AOC by mail to PublicRecordsOfficer@courts.wa.gov.

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

1.19 MANDATORY RESPONSE OVERVIEW

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

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

1.20 FAILURE TO COMPLY

For a response to be considered complete, it must respond to all requirements of this RFQQ. Vendors must provide a response to all sections of the RFQQ. Vendor's failure to comply with any part of AOC's RFQQ may result in Vendor's proposal being disqualified for being nonresponsive to AOC request. Refer to [Section 7](#) for further information.

1.21 RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS

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

1.22 MOST FAVORABLE TERMS

AOC reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that Vendor can offer. AOC reserves the right to contact a Vendor for clarification of its proposal during the evaluation process. In addition, if a proposal is selected, AOC reserves the right to enter into contract negotiations with the ASV, which may include discussion regarding Vendor's approach to meeting the terms of the contract. Contract negotiations may result in incorporation of some or all of the awarded Vendor's proposal, except to the extent revised in an attachment to the Contract. Vendor must be prepared to accept this RFQQ for incorporation into a contract resulting from ACQ-2014-0929-RFQQ. The final executed contract may incorporate some or all of Vendor's proposal. At its discretion, AOC reserves the right to request best and final offers from the RFQQ finalists. It also is understood that the proposal will become a part of the official procurement file.

1.23 COPYRIGHT PRIVILEGES

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

1.24 ACCEPTANCE PERIOD

Proposals providing fewer than ninety (90) calendar days for acceptance by AOC from the due date set for receipt of proposals will be considered nonresponsive and will be rejected. Refer to [Section 2.3.7](#) and **EXHIBIT E** for additional information.

1.25 ERRORS IN VENDOR RESPONSES

AOC will not be liable for any errors or omissions in Vendor's response. Vendors will not be allowed to alter response documents after the RFQQ response due date identified in [Section 1.8](#).

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

1.26 NO OBLIGATION TO BUY/RESPONSE REJECTION

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

1.27 WITHDRAWAL OF PROPOSALS

Vendors may withdraw a response that has been submitted at any time up to the response due date and time in [Section 1.8](#). A written request signed by an authorized representative of Vendor must be submitted to the [RFQQ Coordinator](#) by postal mail, e-mail, or fax. After withdrawing a previously submitted response, Vendor may submit another response at any time up to the due date and time of Vendor proposals as noted in [Section 1.8](#).

1.28 PROPOSAL REJECTIONS

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

1.29 NON-ENDORSEMENT

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

1.30 PAYMENT ADVANCES PROHIBITED

The Constitution of the State of Washington prohibits payments in advance for anticipation of receipt of goods or services. Vendors are paid after services and products are delivered to and accepted by AOC authorized representative.

1.31 ELECTRONIC PAYMENT

The State of Washington prefers to utilize electronic payment in its transactions. Upon contract award, the successful Vendor will be required to register with the State of Washington as a statewide vendor. Once registered, Vendors may as an option receive all invoice payments processed by any Washington State agency through direct deposit to Vendor's business account. See <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx> for more information.

1.32 AWARD NOT BASED ON PRICE ALONE

The evaluation process is designed to award this procurement not necessarily to Vendor with the lowest cost, but rather to Vendor whose Proposal best meets the requirements of this RFQQ. See [Section 7](#) for more information regarding the evaluation process.

1.33 STATE SALES TAX

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

1.34 INVOICES

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

1.35 CONDITIONAL SALES CONTRACT

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

1.36 AWARD BASED ON MULTIPLE FACTORS

The evaluation process is designed to award the contract to the Vendor whose proposal best meets the requirements of this RFQQ.

1.37 COST OF PREPARING RESPONSES

AOC is not liable for any costs incurred by Vendor in the preparation of responses submitted to this RFQQ.

1.38 TRAVEL, HOTEL, PER DIEM COSTS

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

1.39 NOTIFICATION TO UNSUCCESSFUL VENDORS

Vendors whose proposals have not been selected will be notified via e-mail.

1.40 DEBRIEFING OF UNSUCCESSFUL VENDORS

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

1.41 PROTESTS

Vendors submitting a protest to this procurement shall follow the procedures described herein. Protests of Vendors that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Vendor under this procurement.

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

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

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

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

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

Protests shall be addressed to:

Chief Information Officer
Information Services Division
Administrative Office of the Courts
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98501-1170

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

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

Upon receipt of a protest, a protest review will be held by 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.

Protests shall not be accepted prior to selection of the ASV. Protests must be received within five (5) business days from the date of the notification of the ASV. The AOC CIO or his/her delegate will then consider all the information available to him/her and render a written decision within five (5) business days of receipt of the protest, unless additional time is required. If additional time is required, the protesting party will be notified of the delay. AOC decision is final and no further administrative appeal is available.

****END OF SECTION****

2. INSTRUCTIONS FOR COMPLETING AND SUBMITTING PROPOSALS

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

2.1 MANDATORY PROPOSAL FORMAT

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

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

See [Section 1.11](#) for electronic format requirements of Vendor proposals, including number of copies to be provided to the Washington State AOC for the evaluation process.

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

2.1.1 Volume I

This volume is to include the following in exact order:

- Administrative Requirements Response (See RFQQ [Section 2](#)).
- Business and Organizational Response (See RFQQ [Section 3](#)).

2.1.2 Volume II

This volume is to include the following in order:

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

2.1.3 Volume III

This volume is to include the following in order:

- Firm Fixed-Price Certification (See RFQQ [Section 6.3](#)).
- Summary Key Deliverables Cost Sheet (See RFQQ [Section 6.4](#)).

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

2.2 ELECTRONIC MEDIA FORMAT (M)

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

- One non-password-protected and unsecured PDF file for each of the proposal volumes listed above.
- A complete copy of the source files used to produce the entire proposal in native format readable by Microsoft Office 2003 or newer.

2.3 ADMINISTRATIVE REQUIREMENTS (M)

2.3.1 Documents Requiring Original Signatures (M)

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

- Certifications and Assurances, **Exhibit A**.
- Vendor Business Reference forms, **Exhibit B**.
- Exceptions, Modifications and/or Additions to Draft Contract, **Exhibit D**.
- Firm Fixed-Price Certification, **Exhibit E**.
- Summary Key Deliverables Cost Sheet, **Exhibit F**.

2.3.2 Letter of Submittal (M)

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

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

2.3.3 Authorized Vendor Representative Identification (M)

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

- Authorized Vendor representative name and title.
- Address.
- Telephone number.
- Fax number.
- E-mail address.

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

2.3.4 Vendor Account Manager (M)

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

- Vendor account manager name.
- Title.
- Address.
- Telephone number.
- Fax number.
- E-mail address.

2.3.5 Receipt of RFQQ and Amendments (M)

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

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

2.3.6 Proof of Insurance (M)

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

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

2.3.7 Certification of Proposal (M)

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

2.3.8 Use of Subcontractors (M)

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

2.3.9 Contracts with AOC (M)

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

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

2.3.10 Contracts With Other Washington State Agencies (M)

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

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

2.3.11 Washington State Employee Identification (M)

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

- Name of individual.
- State employment separation date.
- Title and/or position within Vendor.

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

2.3.12 Vendor Status as a Washington State Business (M)

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

Vendor must acknowledge and agree to the above requirement.

2.3.13 Register as a Statewide Vendor (M)

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

Vendor must acknowledge and agree to the above requirement.

2.3.14 Contract Terms and Conditions (M)

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

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

or

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

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

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

****END OF SECTION****

3. BUSINESS AND ORGANIZATION REQUIREMENTS

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

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

Responses to this section must be stand-alone in order to facilitate evaluation and scoring.

3.1 VENDOR BUSINESS DESCRIPTION AND ORGANIZATION (M)

Vendor must provide all information requested below.

3.1.1 Business Identification (M)

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

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

3.1.2 Company Officers (M)

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

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

3.1.3 Legal Status (M)

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

3.1.4 Federal Employer TIN (M)

Vendor must provide its Federal Employer TIN.

3.1.5 Washington UBI Number (M)

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

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

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

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

3.2 SUBCONTRACTOR PROFILE (M)

If applicable, Vendor must provide the following information:

3.2.1 Contact Information - Subcontractor(s) (M)

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

3.2.2 Legal Status –Subcontractor(s) (M)

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

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

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

3.2.4 Federal Employer TIN (M)

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

3.2.5 Washington UBI Number (M)

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

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

3.3 PRIOR CONTRACT PERFORMANCE – TERMINATED FOR DEFAULT (M)

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

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

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

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

3.4 PRIOR CONTRACT PERFORMANCE – TERMINATED FOR CONVENIENCE (M)

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

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

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

3.5 BUSINESS REFERENCES (M)

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

3.5.1 Vendor Business References (M)

Vendor must supply names, addresses, and telephone numbers of a minimum of three (3) non-Vendor-owned business references for which Vendor has completed similar work within the last three (3) years. Include a brief description of the type of service provided. All customer references should be of comparable size and complexity to AOC project. Vendor must grant permission to AOC to independently contact the references at AOC's

convenience. Do not include current AOC staff as references. **Exhibit B** provides a form that must be completed for each of the references submitted in a Vendor's proposal. Each form must be signed in **blue** ink and dated by a person legally authorized to bind Vendor.

****END OF SECTION****

4. VENDOR QUALIFICATIONS

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

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

Responses to this section must be stand-alone in order to facilitate evaluation and scoring.

4.1 VENDOR AND SUBCONTRACTOR QUALIFICATIONS (MS)

4.1.1 Minimum Organizational Requirements (MS)

AOC is seeking a solution from a Vendor with the organizational resources and a proven track record for developing and delivering an IT security review and compliance audit for a private company or state agency with an infrastructure network and application structure similar in size, scope and complexity to AOC. At a minimum, Vendor must have provided the following services to its business clients successfully and in a timely manner within the last three (3) years.

- External *and* internal penetration testing.
- Vulnerability risk assessment and analysis.
- Evaluation of social engineering mechanisms
- Evaluation and modification of Vendor clients' corporate IT security policies.
- Review and design of IT security roadmap for Vendor clients.

Vendor must acknowledge it has provided these services successfully to business clients in a timely manner within the last three (3) years. Vendor must provide detailed information regarding client project title, term of consulting services, list of required deliverables, key project staff, and any IT and/or cyber security certifications required by client for each engagement.

4.1.2 Vendor Qualifications (MS)

Vendor must provide a concise description of three (3) relevant experiences for consulting services for IT security review and compliance audit. Vendor should demonstrate substantial experience. These descriptions should be in sufficient detail to demonstrate to evaluators Vendor's capability in delivering such professional expert services.

4.1.3 Subcontractor Qualifications (MS)

If Vendor proposes to employ Subcontractor(s), Vendor must provide a concise description of three (3) relevant client experiences for each for consulting services for IT security reviews and assessments. Vendor should demonstrate substantial Subcontractor experience in providing goods and services. These descriptions should be sufficient detail to demonstrate to evaluators Vendor's capability in delivering such professional expert services.

4.2 HISTORY AND STRATEGY (MS)

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

4.3 PROPOSED PROJECT TEAM (MS)

Vendor must provide a brief overview of how the project team will be organized, including each project team member, who will perform each element of the work, and where the work will be performed.

4.3.1 Proposing Vendor's Project Organization Chart (MS)

Vendor must propose a project organization capable of performing the scope of work and successfully providing the proposed solution. This team must provide, at a minimum, expertise and capabilities in the following areas:

- Project management.
- Enterprise architecture
- Information Technology security procedures.
- Technical writing.
- Testing.
- Knowledge Transfer.

Vendor must provide a description of the proposed service organization, describe how the team will be managed during the course of service delivery, and provide a project team organization chart for its proposed team. At a minimum, the proposed project team must include a Vendor Project Manager and a Technical Security Lead as key project staff. If Vendor proposes a single team member to perform both these key project roles, then Vendor must clearly state so.

The project organization chart must also present the reporting relationships with AOC.

4.3.2 Key Project Staff (MS)

Vendor shall be responsible to ensure that all its employees are properly trained, certified, or licensed as appropriate and are properly qualified by education and experience to perform the work. Vendor shall avoid overstaffing the work or shuffling personnel assigned to said work.

If awarded a Contract, Vendor may not change or replace any of the staff assigned to this consulting engagement without prior approval of AOC, which approval will not be unreasonably withheld. Vendor is not responsible for delays or repeated tasks caused by factors outside its control. These factors include, but are not limited to, availability of AOC personnel, equipment, and telecommunication provider services.

Vendor will use reasonable efforts to take into account AOC's schedule, but in all events, the performance of Services is subject to the availability of AOC personnel and resources, as determined by AOC.

Vendor must identify all staff members filling key roles on the Vendor project team and describe their roles on the project. Vendor must state the name, title or position, e-mail address, mailing address, and telephone number of the individual who will have primary responsibility for service delivery. Vendor must identify responsibilities and qualification of each proposed key staff including relevant skills sets, professional experience, education, and other pertinent information. Vendor must disclose who within the firm will have prime responsibility and final authority for the Services provided under the proposed contract.

Resumes of key project staff proposed by Vendor shall be submitted in response to this section. Resumes for each of these persons must be provided in response to this section. The resumes must include information regarding their particular skill sets, education, experience, significant accomplishments, and other pertinent information to support their proposed position as identified in Vendor's proposed project organizational chart. They must be no longer than four (4) pages for each key project staff member.

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

4.3.3 Staff Certifications (MS)

At a minimum, the proposed Technical Security Lead as a key project staff member must have either a current Certified Information Systems Security Professional (CISSP) or a Certified Information Security Manager (CISM) certification. Vendor must include proof of compliance to this requirement in their proposal by providing a copy of the current CISSP or CISM certification for the proposed Technical Security Lead.

Vendors are strongly encouraged to provide information regarding any additional current IT professional security certifications held by any proposed key project staff. Possessing any of the following professional certifications is highly desirable for other proposed key project staff:

- EC-Council: Certified Ethical Hacker (CEH)
- GIAC: Penetration Tester (GPEN), Wireless Auditor (GAWN), Certified Network Defender (GCED)
- ISC2: Licensed Penetration Tester (LPT)

Vendor must provide, for each proposed key project staff, a complete description of the required certifications, including but not limited to, name of staff, type of certification, date of issuance, certification number, if applicable, and date of expiration. Vendors are

encouraged to provide copies of current IT professional security certifications held by all proposed key project staff.

Compliance to all certification requirements must be maintained by the selected Vendor through confirmation and documentation of certification renewal(s) throughout any contract term.

4.4 CONSULTING APPROACH (MS)

Vendor must briefly describe in two (2) pages or less the methodology that they would use and tailor to meet the needs of this consulting engagement. Specify the key work products that must be created and the three (3) most significant risks to this type of project with recommended mitigations for AOC.

4.5 VENDOR STAFF QUALIFICATIONS (MS)

Vendor is required to provide the services as set forth under **Attachment A – Draft Statement of Work** to **Exhibit C – Draft Contract**.

4.5.1 Vendor Project Management (MS)

The proposed Vendor Project Manager must demonstrate competency in the following areas:

- Expert IT project management professional with extensive security experience in providing services related to application security, infrastructure auditing, incident response, advisory and risk management and training.
- Current Professional Project Manager (PMP) certification from the Project Management Institute.
- Oral and written communication that effectively conveys complex technical issues and resolution to both technical and non-technical audiences, as well as to the broad range of stakeholders among the senior management and staff, the JISC and other state agency staff.
- Proven ability to provide schedule inputs, technical and risk realities regarding cyber security breaches and intrusions.
- Consultative leadership for fostering cooperation with AOC for implementation of ongoing strategic application of security recommendations.

Vendor must acknowledge acceptance of these minimum requirements. Vendor must submit samples of a project plan and a status report *produced by proposed Project Manager* for similar security consulting engagements.

4.5.2 Security Technical Lead (MS)

- Expert IT security professional with extensive experience in providing services related to application security, infrastructure auditing, incident response, advisory and risk management and training.

- Oral and written communication that effectively conveys complex technical issues and resolution to both technical and non-technical audiences, as well as to the broad range of stakeholders among the senior management and staff, the JISC and other state agency staff.
- Implementing security protocols and solutions in an enterprise database environment.

Vendor must acknowledge acceptance of these minimum requirements. Vendor must submit samples of penetration assessments for both internal and external testing *produced by proposed Technical Security Lead* for similar security consulting engagements. Vendor must submit samples of a vulnerability risk assessment and analysis *produced by proposed Technical Security Lead* for similar security consulting engagements.

4.6 ASSUMPTIONS (M)

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

****END OF SECTION****

5. TECHNICAL SERVICES REQUIREMENTS

5.1 SECTION REQUIREMENTS

This section establishes the Technical Requirements for this RFQQ. Vendors must respond and provide detailed information for all items designated Mandatory (M) and Mandatory Scored (MS) requirements. Provide all information requested in the exact order specified in this section. The section numbers and titles must be restated in Vendor's proposal. Finally, this section requires that Vendor list all assumptions related to this section of the proposal.

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

5.2 PROJECT MANAGEMENT APPROACH (MS)

Vendor must describe its approach, strategies, and tactics for monitoring, controlling, and reporting project performance across all elements within the scope of this engagement.

Vendor must describe how it will coordinate its project management efforts and reporting with the efforts of the ISD Project Management Office (PMO).

5.2.1 Project Status Reports (MS)

Vendor must describe how it will compile and deliver the project status information in a manner that meets or exceeds the requirements of this RFQQ. Refer to **Attachment A** for additional information.

Vendor must submit samples of status reports *produced by proposed Project Manager* for similar security consulting engagements.

5.3 VENDOR/CUSTOMER COMMUNICATION (MS)

The effective performance and utilization of any resulting Contract will require the Vendor to utilize a variety of communication strategies. Vendor must briefly discuss in five (5) pages or less its plan for establishing and maintaining effective communications throughout the required reporting and service period.

5.3.1 Issue Resolution (MS)

Vendor and AOC will jointly establish an issue resolution and communication process. Vendor must describe its proposed process and implementation approach for issue documentation, tracking, communications, and resolution. This approach must address coordination with AOC ISD and IT Security Officer. Following contract execution, Vendor and AOC will jointly establish the issue resolution process.

Vendor descriptions must describe in detail how they intend to track, prioritize, escalate, and resolve issues in a timely manner. Vendor must supply sample issue management documentation with its proposal.

5.4 ONSITE AND REMOTE SERVICES (MS)

AOC expects Vendor key staff to complete the majority of the services set forth in this RFQQ onsite at the individual Appellate Court locations and, when applicable, at AOC in Olympia, WA. AOC highly prefers all training, knowledge transferring, etc. to be completed onsite at AOC as well.

Awarded Vendor is expected to provide all required computer equipment and software for all project staff provided by Vendor.

Vendor must describe what services will be completed remotely. Vendor must also describe the services which be conducted on site at AOC in Olympia, WA and at the individual Appellate Court locations. For both onsite and remote services, Vendor must describe key project staff time commitment (e.g., full time, near full time, part time, etc.) to delivery of required services as set forth in this RFQQ.

5.5 VENDOR PROJECT MANAGEMENT (MS)

Project management provided by Vendor will require the following activities:

- 1) Be the primary point of contact to AOC on all IT Security-related guidance, issues, and concerns.
- 2) Conduct an initial planning meeting with AOC prior to the start of the project.
- 3) Complete change-request documentation as required.
- 4) Manage AOC expectations and satisfaction throughout the project.
- 5) Schedule and coordinate the necessary resources to support the project.
- 6) Identify, escalate and document project issues as necessary.
- 7) Provide Vendor team guidance and planning.
- 8) Create and maintain a project plan in conjunction with AOC and measure weekly progress against mutually agreed-upon milestones.
- 9) Participate, along with Vendor team staff, in regularly scheduled Team update/status meetings (as determined needed by the Team).
- 10) Prepare written status reports for AOC at mutually agreed-upon intervals.
- 11) Attend weekly team status meeting onsite at AOC; delegation to other Vendor staff only with prior approval of AOC Project Manager.

Vendor must acknowledge acceptance of these minimum requirements. Vendor must submit samples of a project plan and a status report *produced by proposed Project Manager* for similar security consulting engagement.

5.6 DETAILED PROJECT PLAN (MS)

Vendor must provide a detailed project work plan and schedule for this engagement (e.g., tasks of one [1] week durations or less). It must be presented in a Gantt chart format identifying when tasks are to be completed and when deliverables will be presented for Acceptance by Vendor to AOC.

5.7 EVALUATION OF AOC IT SECURITY POLICIES AND PLANS (MS)

Vendor must describe the methodology and associated tools and strategies it will use to evaluate AOC IT security policies, standards and plans agency wide against industry best practices and standards, which ensures that the requirements of the RFQQ are met.

At a minimum, the areas to be evaluated include the following:

- 1) Data Dissemination
- 2) Data Classification
- 3) Handling of Sensitive Documents and Information
- 4) Network Security
- 5) System Security
- 6) Data Asset Management
- 7) Access Control
- 8) Personnel Security
- 9) Physical Security
- 10) Application Security
- 11) System & Software Development & Maintenance
- 12) Disaster Recovery & Business Continuity
- 13) Policy Exceptions

5.8 PENETRATION TESTING (MS)

5.8.1 External Penetration Testing Assessment (MS)

A vital component in the assessment of the efficiency of perimeter defenses for a network environment is an external vulnerability and network penetration test. In order to conduct daily work functions, any business must maintain a connection to the Internet which requires protections such as firewalls and other security precautions. Additional, as the primary provider of systems to our court stakeholders it is critical to look at all information available about AOC from the Internet to ensure private data remains confidential.

Vendor will be required to, but not limited to, complete this assessment using the following tests:

- 1) Search for publicly available information using Internet, newsgroup postings, etc.
- 2) Search domain registration for useful information.
- 3) Retrieve public Domain Name Service (DNS) records.
- 4) Identify systems accessible over the Internet (i.e., web, email, etc.).
- 5) Conduct port scans.
- 6) Identify running services.

- 7) Conduct Simple Network Management Protocol (SNMP) scans.
- 8) Identify operating systems if possible.
- 9) Identify web and email service versions.
- 10) Enumerate systems if possible.
- 11) Attempt to utilize remote access protocols if available.
- 12) Email server analysis (i.e., open relay, anonymous email, etc.).
- 13) Web server analysis (i.e., default configuration, sample scripts, etc.).
- 14) Website and web application analysis.
- 15) Conduct vulnerability scans of systems and network devices.
- 16) Exploit systems when possible.
- 17) Evaluate test results and identify false positives.
- 18) Password Service Strength Testing
- 19) Operating system identification & fingerprinting
- 20) DNS Analysis & DNS Bruteforcing

Vendor must describe the methodology and associated tools and strategies it will use to provide external penetration testing and delivery the associated assessment, which ensures that the requirements of the RFQQ are met in accordance with a defined standard (e.g., NIST SP 800-115).

5.8.2 Internal Penetration Testing Assessment (MS)

Vendor will required to simulate an attack originating from AOC's network perimeter defenses with very little information provided by AOC itself. Vendor will be provided with no information regarding AOC systems present or technologies in use.

Vendor will be required to complete this assessment using the following tests:

- 1) Internal DNS configuration.
- 2) Identify subnets and network architecture.
- 3) Systems enumeration.
- 4) Default or weak authentication configurations.
- 5) Port scans.
- 6) Identify running services.
- 7) Validate authentication requirements for non-public information.
- 8) Test system patch levels for currency.
- 9) Identify weak protocols used in the environment.
- 10) Conduct vulnerability scans of systems and network devices.
- 11) Exploit systems when possible.

- 12) Evaluate test results and identify false positives.
- 13) Operating system identification & fingerprinting.
- 14) Firewall and ACL Testing.
- 15) Administrator Privileges Escalation Testing.
- 16) Password Strength Testing.
- 17) Database Security Controls Testing.

Vendor must describe the methodology and associated tools and strategies it will use to provide internal penetration testing and delivery the associated assessment, which ensures that the requirements of the RFQQ are met.

5.9 VULNERABILITY RISK ASSESSMENTS AND ANALYSIS (MS)

To complete the Vulnerability Risk Assessment and Analysis will require full collaboration between Vendor and AOC PM as well as other organizational personnel to ensure comprehensive testing of all aspects of information security has been analyzed.

AOC is not seeking the risk assessment and analysis that encompasses the value (i.e., monetary, sensitivity, business significance, etc.) of affected data. These types of assessments and analysis are considered out of scope for the requirements of this RFQQ.

Vendor will be required to complete the Vulnerability Risk Assessment and Analysis for the Appellate Courts using the following activities:

- 1) Perform risk assessments, which will document reasonable and foreseeable threats to the AOC and well as controls in place to migrate those threats.
- 2) Controls will be tested through sampling to determine effectiveness.
- 3) Vulnerability assessment and risk analysis shall include, but not limited to, the following test types:
 - a) Validate physical security controls around sensitive systems.
 - b) Verify environmental protection against, fire, flood and other hazards.
 - c) Verify antivirus software deployment and maintenance.
 - d) Review user account administration procedures and practices.
 - e) Review firewall filtering rule configurations.
 - f) Validate separation of suited and dual control issues.
 - g) Assess encryption methodologies used.
 - h) Validate controls over software licensing.
 - i) Evaluate data destruction procedures.
 - j) Evaluate server security, both physical and virtual.

Vendor must describe the methodology and associated tools and strategies it will use to provide the vulnerability assessment and risk analysis, which ensures that the requirements of the RFQQ are met.

5.10 SOCIAL ENGINEERING MECHANISMS (MS)

Vendor shall conduct an assessment of the security awareness of employees to determine additional network vulnerabilities and potential risks.

Vendor must describe the methodology and associated tools and strategies it will use to provide the social engineering mechanisms, which ensures that the requirements of the RFQQ are met.

5.11 IT SECURITY POLICY, STANDARDS AND PLANS (MS)

Upon contract execution, AOC will provide the contracted Vendor with AOC's current information security policies, standards, and plans. AOC expects the contracted Vendor to leverage existing AOC documentation to develop updated, comprehensive information security guidance for AOC. The process would include:

- An extensive review of existing AOC policies, standards, and plans
- Comparing existing AOC documentation to current industry standards and best practices
- Recommending changes and/or corrections to address shortcomings in existing AOC security policies, standards, and plans
- Developing new policies, standards, and plans for missing or incomplete security documentation
- Provide a final product including a comprehensive AOC Information Security Policy with supporting standards and plans.

Vendor must describe the methodology and associated tools and strategies it will use to develop a comprehensive IT Security Policy, Standards and Plans for AOC.

5.12 APPELLATE COURTS IT SECURITY ROADMAP (MS)

Upon completion of each appellate court security assessment, the Vendor will analyze their findings, and produce a detailed report explaining each finding, how it could be exploited, and possible methods of remediating the vulnerability. As part of this report, or in a second document, the vendor will also provide an IT Security Roadmap that consists of a plan designed to help the court prioritize actions and set milestones and timelines in accomplishing those tasks necessary to secure their computing environment. Vendor will recommend tools, techniques, and strategies that are in keeping with current best business practices.

Vendor must submit samples of an IT security roadmap *produced by proposed Project Team* for similar security consulting engagement.

5.13 ASSUMPTIONS (M)

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

****END OF SECTION****

6. PROPOSED SOLUTION COSTS

6.1 SECTION REQUIREMENTS

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

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

Responses to this section must be stand-alone in order to facilitate evaluation and scoring.

6.2 PRICING INFORMATION

This procurement will involve a negotiated contract involving professional consulting services. The lowest-priced proposal will not necessarily be the winner of this procurement.

6.3 FIXED FIRM PRICE CERTIFICATION (MS)

Vendor must submit a lump-sum cost for the overall Deliverables and Services required in this RFQQ using the Fixed Firm Price Certification in **Exhibit E**. This form must be signed by a person authorized to bind Vendor to a contract. Cost shall be inclusive of all expenses.

6.4 SUMMARY KEY DELIVERABLES COST SHEET (M)

The Summary Key Deliverables Cost Sheet is included in this RFQQ as **Exhibit F**. Vendor must submit **Exhibit F** which will contain a summarized cost list for key Deliverables with a proposed payment schedule. See **Attachment A – Draft Statement of Work** for more information about key Deliverables.

****END OF SECTION****

7. **PROPOSAL EVALUATION**

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

7.1 **EVALUATION PROCESS**

Vendor responses will be evaluated by subject matter experts (SMEs) selected by AOC. The RFQQ Coordinator will not serve as an evaluator but will facilitate the evaluation process and may develop information for presentation to the team.

The process for awarding a contract as a result of this RFQQ may be done in phased efforts. Vendor's proposal will be evaluated based on the process outlined below. The top scoring Vendor(s) will proceed to the next step in the evaluation process. Proposals with tied scores will be treated equally. Vendors with tied scores following proposal evaluations will only move forward to the next phase if they are among the top scoring Vendors *and* AOC elects to proceed with the evaluation process.

The steps in the evaluation process include:

- Receipt of Proposals.
- Administrative Review (Pass/Fail).
- Evaluator Review of Proposals (Scored).
- Vendor Interviews (Scored).
- Cost Evaluation (Scored).

7.2 **EVALUATION CRITERIA**

Specific Criteria for RFQQ Evaluation:

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

7.3 MANDATORY REQUIREMENTS

In the Administrative Review, the RFQQ Coordinator will review Vendor responses to determine compliance with the Mandatory (M) requirements specified in Sections 2, and 3.

Only responses passing all Mandatory requirements will be further evaluated.

7.4 MANDATORY SCORED REQUIREMENTS: VENDOR QUALIFICATIONS AND TECHNICAL SERVICES REQUIREMENTS

Responses that pass all Mandatory requirements will be further evaluated and scored. Evaluators will review and assign a score to Vendor responses to Mandatory Scored (MS) requirements in Sections 4, and 5. The score will be based on how well Vendor’s response matches the requirements of each section.

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

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

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

7.5 MANDATORY SCORED REQUIREMENTS: COST PROPOSAL

Vendor’s score for the Cost Proposal (Section 6) will be computed as follows:

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

Example:

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

Vendor A	Vendor B	Vendor C
$\frac{100,000}{100,000}$	$\frac{100,000}{115,000}$	$\frac{100,000}{130,000}$
1 x 100 points	.87 x 100 points	.77 x 100 points
100 points	87 points	77 points

7.6 PASS/FAIL EVALUATIONS

Vendors receiving a failing score on any Mandatory requirement shall be viewed as not meeting the minimum Mandatory requirements and may be eliminated from further consideration.

7.7 VENDOR QUALIFICATIONS – 300 POINTS

Vendor demonstrates strong company experience for services as outlined in RFQQ. Vendor also proposes key project staffing resources, which shall provide the skills, knowledge and experience as required in [Section 4](#).

7.8 TECHNICAL SERVICE REQUIREMENTS – 300 POINTS

Vendor demonstrates strong methodology and tools for implementing industry standards using well honed knowledge and skills regarding network security as provided in [Section 5](#).

7.9 VENDOR /INTERVIEW – 250 POINTS

Following the evaluation scoring of Vendor Qualifications, the top scoring Vendor(s) will proceed to the Interview Phase of the RFQQ evaluation process. Interviews will be scored with a maximum of 250 points available for each Vendor. Presentation/Interview with Vendors will be held on site at AOC Headquarters in Olympia, WA and scheduled with Vendors per [Section 1.8](#). No exception will be made for alternative interview methods.

7.10 COST PROPOSAL – 150 POINTS

Maximum points allowed to be awarded to a single Vendor for any Cost Proposal is 250. See [Section 7.5](#) above for additional information.

7.11 BEST AND FINAL OFFER

When in the best interest of AOC, the RFQQ Coordinator may request a Best and Final Offer from Vendor if its proposal is still being considered for award. Vendor may revise its initial proposal and submit, in writing, its Best and Final Offer.

7.12 FINAL SCORE AND SELECTION OF APPARENTLY SUCCESSFUL VENDOR

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

Final Score = Vendor Qualifications Section Score + Interview Section Score + Cost Proposal Score

7.13 AWARD BASED ON MULTIPLE FACTORS

The evaluation process is designed to award the contract to Vendor whose proposal best meets the requirements of this RFQQ.