

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS (AOC)
SOLICITATION #2024-04-07
REQUEST FOR QUOTE AND QUALIFICATIONS

Project Title: *IT Disaster Recovery Cold Site*

Estimated Contract Initial

Performance Period: July 1, 2025 through June 20, 2030

Estimated budget for the Performance period: \$TBD

Solicitation posting date: *April 7, 2024*

Questions due: *April 16, 2025, 3:00 PM*

Pre-Bid Conference (Virtual) *April 23, 2025, 10:00 to 11:00 a.m. PST.*

Reponses to Questions

posted to WEBS and

AOC Website:

Response Due Date:

April 25, 2025

All Responses **must be received in their entirety by 3:00 p.m.** (Pacific Daylight Time) on **May 16, 2025** unless an Amendment is issued modifying the Solicitation Schedule set forth in Section 3.1 of this Solicitation Document.

Submit Response To:

Responses must be submitted to:

Casey Walker, Procurement Coordinator

Administrative Office of the Courts

Email: Procurements@courts.wa.gov

Solicitation and Amendments will be posted on:

AOC Website: [Washington State Courts - Procurement](#)

WEBS Website: [Washington's Electronic Business Solution](#)

OMWBE Website: [Bids & Contracting Opportunities | Office of Minority and Women's Business Enterprises \(wa.gov\)](#)

Applicable WEBS Commodity Codes:

920-23 Data Recovery Services, 984-26 Computers, Mini, Mainframe, Rental or Lease,

206-55 Integrated Hardware- Software I.T. Solution

Attachments

Attachment B – Sample Contract

Attachment C – Bidder Certification and Assurances

Attachment D – Bidder Response Form for Administrative Requirements

Bidder Eligibility

Proposals to this Request for Quote and Qualifications (RFQQ) may only be entertained from companies who are currently on the WEBS notification list for the commodity codes listed on the cover page. AOC will also be posting this on the AOC Website and OMWBE website.

Definitions

“Agency” means a government entity of the state of Washington.

“AOC” Washington State Administrative Office of the Courts is the agency of the state of Washington that is issuing this Solicitation.

“Contract” means a contractual document incorporated by reference to this solicitation and executed between AOC and a company. Each SOW shall be the result of this RFQQ (competitive solicitation)

“Procurement Coordinator” An individual or designee who is employed by AOC and who is responsible for conducting this Solicitation.

“Solicitation” means the process of notifying prospective bidders of a request for competitive bids or proposals. Also includes reference to the actual documents used for that process, along with all amendments or revisions thereto.

“Statement of Work (SOW)” means a contractual document incorporated by reference to this solicitation and executed between AOC and a company. Each SOW shall be the result of this RFQQ (competitive solicitation).

A SOW generally contains project objectives, description of work, timeline and period of performance, compensation and payment, company responsibilities, AOC responsibilities, special terms and conditions, signature block, etc., and incorporates this solicitation by reference.

“Technical Service Category” means an information technology skill categorized by common IT business need of state government described and set forth in this agreement.

“Washington’s Electronic Business Solution or WEBS” means DES’s web-based solicitation notification system.

SECTION 1. CONTRACT REQUIREMENTS

PURPOSE AND INTENT

The Washington State Administrative Office of the Courts (“AOC”) is a state agency within Washington’s judicial branch providing support to Washington’s non-unified courts through a wide range of services.

The AOC desires to enter into a Contract with a qualified Bidder who can provide, support and maintain a Disaster Recovery Cold Site that will meet all the requirements, configurations, equipment, support and services necessary to ensure a successful full site recovery of data and services when conducting either test or actual recovery procedures executed by AOC.

PERIOD OF CONTRACT PERFORMANCE

Regardless of the date of execution of any resulting Contract from this RFQQ, AOC intends to award one Contract for the Services described in this RFQQ. The period of performance under the Contract shall be July 1, 2025, through June 30, 2030. The term of the contract may be extended by written amendment for one (1) year terms per amendment up to five (5) times, at AOC’s sole discretion. Additional services that are appropriate to the scope of this Solicitation, as determined by AOC, may be added to the Contract in a mutually agreeable by signed written amendment.

COMPENSATION

Any contract awarded as a result of this procurement is contingent upon the availability of funding. Although AOC does guarantee any minimum purchase from the Contract(s). All proposed costs will be evaluated but not scored. The Bidder who provides the best overall value to AOC will be announced as the ASB. If the AOC determines it is necessary to increase the Bidder’s involvement, the AOC may amend any awarded contract to increase the contract value. Such amendment, if any, to increase or decrease the dollar value and extend the period of performance, shall be at the sole discretion of the AOC.

SCOPE OF SERVICES

Bidders will be expected to provide services for the following Requirements and Configurations specifications listed below:

MANDATORY REQUIREMENTS:

- **USE OF COLD SITE**

For all requirements described 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 cold site facilities, if offered and included in the services provided, in the event of a declared disaster.

- **OPERATIONAL SUPPORT**

The Bidder 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, pre-configuring Network Routers/Switches with AOC specific configurations, etc. Bidder must be able to provide operational support in the event AOC is unable to provide staff for recovery of its systems. Bidder proposal must distinguish between services essential to meet the mandatory requirements listed in this document and those which are optional. Costs for essential services must be included in the Mandatory Services section of the Bidder's pricing proposal.

- **COLD SITE EXERCISES (TESTING)**

- 1) Disaster Recovery Services must include the use of the cold site facilities 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) 144) hours (48-72) consecutive hours each exercise) annually of concurrent exercise time; and
 - d) Exercise time must start at 8:00 a.m. Thursday.
- 2) In addition, to the periodic exercises described above, 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) Exercises shall use hardware and software that meets (or exceeds) the mandatory specifications listed in the CONFIGURATION Section of this document.
- 4) Hardware must be currently supported by the manufacturer and on current supported software and patch levels.
- 5) The Bidder's proposal must describe its change or cancellation policy relating to an exercise. Describe any lead times required, etc. Any fees must be described.
- 6) Acquisition of additional exercise time: The Bidder's proposal must describe the minimum hourly increments that would be acceptable. Any additional fees must be described.
- 7) The Bidder's proposal must describe any other methods the Bidder provides for remote customer testing. Explain what equipment and/or software would be provided.
- 8) The Bidder 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) Confirmations of exercise test windows must be provided;
 - c) Procedures and/or tasks used leading up to an exercise, such as conference calls, worksheets, etc., to prepare the Bidder or assist the customer in preparing for the exercise;
 - d) Procedures and/or tasks used after an exercise to identify problems, issues or concerns that affected the customer or the Bidder;
 - e) How the Bidder 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
 - f) How the Bidder would interact with AOC's network communication Bidder, such as willingness to assist in resolving network issues with the communication Bidder.
- **COLD SITE FACILITY**
The Bidder must provide a list of its facilities which meet the following requirements, state which facility it proposes for the cold site, and describe that facility.
 - 1) Cold Site Location - The cold site must be located in the Continental United States and located outside of Washington State.
 - 2) Single Facility - All cold site services must be provided in the same facility or connectivity between sites must be provided.
 - 3) Cold Site Regional Information - Cold 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.
 - 4) Cold Site Risk Assessment - Bidder must describe in detail its risk assessment and mitigation plan for the Cold Site. Bidder must include a copy of the risk assessment in its proposal.
 - 5) Cold Site Environmental Controls - Cold 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.)
 - **COLD SITE TIMING REQUIREMENTS**
 - 1) The Bidder must agree to make the cold site available to the AOC within 8 hours after a disaster has been declared.
 - 2) The Bidder must agree to make the cold site available to the AOC for a minimum of 60 days after a disaster has been declared.
 - **COLD SITE PREEMPTIVE RIGHTS**
AOC will not allow another subscriber of the Bidder to have preemptive rights for Cold Site services during an AOC-declared disaster.
 - **COLD SITE MULTIPLE DISASTERS**

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

- **DISASTER DECLARATION**

Bidder must describe in detail policies and procedures for declaring a disaster and requesting use of the facility, including, but not limited to Bidder involvement and support at the time of Disaster Declaration and during recovery efforts. Bidder must provide sample documentation on Procedures that will be provided to AOC to activate the Cold Site in the event of a Disaster and anticipated response times. This documented procedure will be finalized with AOC upon Contract execution.

- **COLD SITE POST EVENT DATA CLEANUP**

AOC requires that all data be cleared from processor memory, DASD, storage systems, and servers upon completion of AOC use of Bidder facilities. AOC reserves the right to use its own procedures to clear and delete its data.

Bidder must describe in detail its process for clearing memory and the deleting of DASD and storage system files after AOC use of Bidder facilities.

- **COLD SITE BIDDER STAFF SECURITY**

Bidder 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 Bidder Recovery Staff, Bidder 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.

- **ISP SERVICES REQUIREMENTS**

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

- **CHARGES FOR CONFIGURATION CHANGES**

AOC's recovery requirements are expected to change over time due to changing business needs, technology changes, financial needs, etc. Bidder is expected to modify its subscription fees to AOC based upon AOC's actual current recovery requirements as communicated to the Bidder from time to time. Bidder 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. Bidder shall provide a cost breakdown for these charges and cost sheet for forecasted cost for the anticipated term of the Contract and future terms.

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 Bidder and AOC will expect to see a reduction in its subscription fee equal to the amount the Bidder was charging AOC for that piece of equipment

- **GROWTH**

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

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

- **EQUIPMENT MAINTENANCE**

The Bidder must have a maintenance program that includes maintaining the proposed systems to Original Equipment Manufacturer (OEM) certification levels. Bidder must make maintenance records available to AOC, upon request, for review. Bidder 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.

CONFIGURATION:

NETWORK REQUIREMENTS

- 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 Technical Solutions (WaTech) operated State Government Network and in turn to the WaTech operated Inter-Governmental Network (IGN) and Internet.

- 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 cold site.

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

The cold site must connect to the Internet.

- 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	Checkpoint 6700 or comparable Checkpoint Gateway <ul style="list-style-type: none"> 4 – 1 Gbps to 10 Gbps Ethernet Ports
2	F5 Big-IP LTM r5600 or comparable R Series F5 LTM <ul style="list-style-type: none"> 4 - 1Gbps and 10 Gbps Ethernet Ports
1	Cisco Catalyst C9500-48Y4C Core switch or Cisco Nexus 9300 or equivalent <ul style="list-style-type: none"> 48 – 1 Gbps Copper Ethernet Ports 48 – 10 to 25 Gigabit Ethernet Port – SFP+ Modules: Cisco SFP-10G-SR, Cisco SFP-10G-T-X, Cisco GLC-TE, CISCO SFP-25G-SR-S

• WINDOWS SERVER REQUIREMENTS

1) Windows Servers

The Windows server environment consists of two Active Directory forests: The primary forest consists of 1 parent domain and 4 child domains, and there is a disjointed forest for the DMZ. The equipment specifications below will allow Administrative Office of the Courts and the Washington State Supreme Court Active Directory Environments to be restored to a functional level.

2) VmWare Vsphere Environment

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

Quantity	Server
19	X86-64 Industry Standard Server <ul style="list-style-type: none"> 2 x 16 Core Intel Xeon Gold 6526Y 3.6Ghz/37.5Mb Cache 1024 GB Memory 300 GB Internal Disk Storage 1 DVD-RW Drive 2 Ethernet 10/100/1000 Mbps Port 2 Ethernet 10 Gbps Port 1 RAID Controller 2 Fiber Channel Port 1 USB Port 2.0
6	X86-64 Industry Standard Server

	<ul style="list-style-type: none"> • 2 x 16 Core Intel Xeon Gold 6526Y 3.6Ghz/37.5Mb Cache • 2048 Gig RAM Memory • 300 GB Internal Disk Storage • 1 DVD-RW Drive • 2 Ethernet 10/100/1000 Mbps Port • 2 Ethernet 10 Gpbs Port • 1 RAID Controller • 2 Fiber Channel Port • 1 USB Port 2.0
1	SAN Storage <ul style="list-style-type: none"> • 500 TB

DEDICATED RACK SPACE REQUIREMENTS

1) Rack Space Required

The requirements are for a dedicated 24 Rack Units and the power requirements are below. This rack will house our dedicated site Network Equipment for a connection to the Washington State Government Network, Mainframe Virtual Tape Library, Pure SAN Storage and a Management Server.

Quantity	Rack Space
1	24 RU Dedicated Rack Space <ul style="list-style-type: none"> • 24 Rack Unit Space • 208/220V 30A A/B-Side Circuit • A Rack can be provided
3	Network Connections <ul style="list-style-type: none"> • Internet Service Provider (ISP) replication circuit cross-connect • State Government Network ISP cross-connect • Recovered Network cross-connects

- **Recovery Time Objectives**

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 AOC	JIS information provided in bulk is uses for	2 weeks

data dumps.	analytical purposes and by data resellers. Given the quarterly cycle for these products, the effects of an outage are mitigated.	
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.

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

- **MAINFRAME REQUIREMENTS (Optional Service)**

The Bidder must confirm if they have the ability to provide a mainframe which meets the following specifications:

- 1) Operating System

The system must run the IBM z/OS 2.5 or higher operating system.

- 2) Processors

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

Image	MIPS/MSU's	Storage
JISP	670/84	164 Gig
OAC2	516/64	64 Gig

- 3) Storage

The JIS requirement is 10 terabytes. The following lists the storage requirements:

Component	Logical Volumes
3390-3 geometry storage RAID storage	1104
3390-9	608
3390-27	80

- 4) Storage Channel Connectivity

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

- 5) 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.

6) Virtual Tape Library

The JIS utilizes Luminex Disk Library for Mainframe Tape drives for backup and restores of mainframe data. The processors listed above in bullet #2 need to be able to access the tape drives.

SECTION 2

EXPLANATION OF PROCESS

Required Submittals Schedule

The deadline for submission of responses ("Submission Due Date") is 3:00 p.m. (PDT) on May 16, 2025. Failure to meet the Response deadline will result in Bidder disqualification.

Solicitation posting date: **April 7, 2025**

Questions due: **April 16, 2025** 3 PM PT

Answers published: **April 25, 2025**

Proposals due: **May 16, 2025**, 3 PM PT

Amendment, Cancellation/Rejection of Proposals, Reissuance of RFQQ

AOC may amend or add to, retract from or cancel this RFQQ at any time, in whole or in part, and without penalty. AOC reserves the right at its sole discretion to reject any or all Proposals, cancel or rebid this RFQQ.

Communications Regarding RFQQ

Upon the posting of this RFQQ, all communications concerning must be directed to the Procurement Coordinator. AOC may disqualify any Bidder who communicates with anyone in AOC other than the Procurement Coordinator regarding this RFQQ.

Questions and Answers

Bidders may send written questions concerning this RFQQ to the Procurement Coordinator by the date and time set forth in the schedule. Questions should be sent via email and include the number and title of this Solicitation in the subject line.

Acceptance of Solicitation Terms

In submitting a Response, Bidder must include a signed Proposal Submission Letter in the form set forth in Attachment A.

Bidder must acknowledge that in submitting a Response, it accepts all terms, including any Attachments or Exhibits, and that Bidder's Response constitutes a binding offer. Bidders may not alter or redline the terms or requirements in their response. Submitting altered or redlined terms or requirements in the Bidder Response may result in bidder disqualification.

Withdrawal of Responses

After a Response has been submitted, Bidders may withdraw their Response at any time up to the Response due date and time. A written request to withdraw the Response must be submitted to the Procurement Coordinator. After withdrawing a Response, the Bidder may submit another Response at any time up to the Response submission date and time.

Ownership of Responses

All materials submitted in response to this Solicitation become the property of AOC, unless received after the deadline. AOC shall have the right to use any of the ideas presented as part of the process in any manner as it deems appropriate or beneficial, regardless of whether it is contained in a Response that results in selection for a Contract.

Successful Bidder(s)

The AOC will make the sole determination of clarity and completeness in the responses to any of the provisions in this Informal Solicitation. The review process is designed to select a Bidder whose proposal is deemed to offer the best overall value and that is in the best interests of AOC and the State of Washington.

This Solicitation does not obligate the AOC to contract for the specified services. The AOC reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Proposal.

SECTION 3

INSTRUCTIONS REGARDING CONTENT, FORMAT AND SUBMISSION OF WRITTEN RESPONSES

Bidders shall submit their Responses to this Solicitation. Failure to complete and submit all required Attachments, and to sign them, if applicable, may result in Bidder disqualification. Responses should use proper grammar, spelling and punctuation and should be submitted in the following order with each section of the Response clearly labeled.

Attachment: Bidder Response

Bidders must provide proposals as set forth below to provide the services as outlined in this Solicitation, including the Sample Contract set forth on Attachment B. Proposals should include, and in this order:

- Attachment A - Proposal Submission Letter
 - Attachment B - Proposal
 - Bidders experience in delivering similar services,
 - Bidders proposed schedule to accomplish the Requirements of this RFQQ,
 - Names and contact details for at least three (3) professional references,
 - Attachment C- Certifications and Assurances
 - Attachment D- Bidder Response Form in accordance with this RFQQ.
- The AOC is seeking Bidders who meet all of the requirements set forth in section 1 of this RFQQ.
- Attachment E – Fee Schedule in accordance with this RFQQ. The AOC is seeking a tiered Fee schedule for this RFQQ. The fee schedule shall breakdown if the services are billed quarterly or monthly
 - Mainframe equipment and Storage costs (Optional Service)
 - Servers and SAN storage
 - Rack space
 - network equipment
 - Annual Cost for these services with the annual increase for the term of the Contract.
 - Cost for cold site Operations
 - Cost to activate cold site for AOC Disaster
 - Other optional services provided, and costs associated with these services

Bidders should not submit product brochures, white papers, customer testimonials, cut sheets, or other pre-prepared materials in response to any of the questions.

If Bidder is awarded a Contract, AOC may require that Bidder's Response/Proposal to be incorporated, in whole or in part, into the Contract.

Proprietary Information/Public Disclosure

Materials submitted in response to this Informal Solicitation shall become the property of AOC and will not be returned. All proposals received shall remain confidential until AOC announces the Apparent Successful Bidder (ASB) for this Informal Solicitation at which time the proposals shall be deemed public records subject to disclosure under General Court Rule 31.1.

When a public records request is received for a document that is otherwise disclosable and includes information considered by the Bidder to be confidential, the AOC public records officer will notify the Bidder of the request and of the date that the records will be released to the requester, allowing ten business days for the Bidder to obtain an injunction enjoining disclosure of the identified proprietary information. If the Bidder fails to obtain an injunction, the public records office will release the requested information in its entirety on the date specified. If a Bidder obtains an injunction and ensures that it is received by the public records officer prior to the scheduled release date, AOC shall abide by the injunction, while disclosing the remainder of the requested materials.

Marking the entire Proposal exempt from disclosure or as Proprietary Information will not be honored.

Submission of Responses

Proposal Responses must be submitted in the format as presented in this solicitation. Proposal Responses must be emailed directly to the Procurement Coordinator at the email address provided on the cover sheet of this Solicitation. Proposal Responses must be received by the Procurement Coordinator in their entirety on or before the due date and time set forth in Section 2.1., the Informal Solicitation Schedule, unless a posted Amendment to this Solicitation changes this due date and time.

Bidders assume all risks for the timely submission of the Response. Bidders are responsible for allowing sufficient time to ensure timely electronic receipt of their Response by the Procurement Coordinator. AOC does not assume responsibility for problems with the Bidder's email, or network problems. However, if AOC email is not working properly, appropriate allowances will be made.

AOC will not accept late Responses, nor grant time extensions for individual Bidders. AOC will disqualify any Response and withdraw it from consideration if it is received after the Response submission due date and time.

Acceptable Electronic Formats for Submission of Responses

Bidder Responses should be submitted in Portable Document Format (Adobe Acrobat PDF), or Microsoft Word, Excel, or PowerPoint. Spreadsheet documents must be submitted in Microsoft Excel and in a live, unprotected file that includes all formulas, macros, and computations that are relied on or used to calculate any rates or values presented therein. When scanning documents to be submitted in PDF format, scanner resolution should be set to at least 200 dots per inch.

NOTE: AOC cannot receive emails that are larger than 30MB. To keep file sizes to a minimum, Bidders are cautioned not to use unnecessary graphics in their Responses. If your Response approaches or exceeds 30MB, you must break it up and send it by more than one email so that no single email exceeds 30MB.

Administrative Requirements (Not Scored – Pass/Fail)

Proposals that do not address all items (regardless of whether or not they are applicable), or that do not answer in a satisfactory manner, may be rejected and disqualified from the solicitation process as “non-responsive.”

Non-Cost Submittal – Mandatory Requirements in section 1 of this RFQQ (Scored - Pass/Fail)

The Bidder's Proposal should be brief, but address and/or provide:

The Bidder's interest in performing the work;

The Bidder's experience in delivering similar services;

The Bidder's proposed work plan and description of deliverables;

The Bidder's proposed schedule to accomplish the deliverables;

The names and contact details for at least three (3) professional references who can validate the Bidder's experience in offering services of similar scope and nature to the ones included in this Solicitation. The list should include the agency or business name and complete contact information of the client and a point of contact at that agency or business;

- Attachment A - Proposal Submission Letter
- Attachment B - Proposal

- Bidders experience in delivering similar services,
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 - Cost for cold site Operations
 - Cost to activate cold site for AOC Disaster
 - Other optional services provided, and costs associated with these services

The AOC is looking for a tiered Cost proposal for all services and a breakdown of each services that the AOC can negotiate with the ASB for services that may not be included as a resulting Contract from the RFQQ Evaluation and Award

To aid in the evaluation process, after the due date and time, AOC may require individual bidders to appear at a date, time and place determined by AOC for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of an intention to award.

During evaluation, AOC reserves the right to make reasonable inquiry to determine the responsibility of any bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's subcontractor's facilities. Failure to respond to said request(s) may result in a proposal being rejected as non-responsive.

Once the written evaluations are completed, AOC may contact the references

provided by the top-ranked Bidder(s) in order to investigate past performance and validate information in Bidder Responses. In submitting a Response, Bidder agrees that it shall hold harmless AOC and any individuals identified as references from and against liability resulting from the provision of information or the receipt and use of that information in evaluating Bidder's Response.

AOC reserves the right to use references. Any negative or unsatisfactory response may be adequate reason for rejecting a bidder as non-responsible.

AOC may, at any time, require additional or substitute references to determine the Bidder's experience and level of responsibility. AOC reserves the right to contact other references known to the state. If the reference check process reveals information that should properly be considered in evaluating Bidder's responses, AOC may, in its sole discretion, reconvene the evaluation panel to reconsider the evaluation scoring in light of the information obtained.

Proposals that are determined to be non-responsive will be rejected and the Bidder will be notified of the reasons for such rejection.

Award Criteria

Award will be based on Pass/Fail criteria and will be in accordance with provisions identified and other criteria identified in the solicitation. The requirements of this solicitation are Pass/Fail. Failing to meet all of the stated requirements within section 1 will result in the bidder's response being deemed non-responsive.

Evaluation Process

Initial Determination of Responsiveness

Proposals will be reviewed initially to determine, on a pass/fail basis, whether they meet all administrative and mandatory requirements specified herein.

AOC reserves the right to determine at its sole discretion whether a bidder's response to a mandatory requirement is sufficient to pass. However, if all responding bidders fail to meet any single mandatory item, AOC reserves the right to either: (1) cancel the procurement, or (2) revise

or delete the mandatory item.

Cost Evaluation (Considered but not Scored)

The AOC is looking for a tiered Cost proposal for all services and a breakdown of each services that the AOC can negotiate with the ASB for services that may not be included as a resulting Contract from the RFQQ Evaluation and Award

Non-Cost Evaluation

Mandatory Requirements (Pass/Fail)

Mandatory Requirements

A mandatory requirement is an essential AOC need that must be met by the Bidder.

Mandatory requirements are scored as pass or fail based on the presence of the required experience.

Mandatory requirements will also be scored with a (Pass/Fail) score based on the quality of the bidder's response to the requirement.

Bidder/Staff not fulfilling ALL mandatory requirements will be disqualified from the solicitation process.

Evaluation Methods for Non-Cost Submittals

The evaluation teams will score independently of other teams. Upon completion, the scores will be given to the Procurement Coordinator. Scoring will be based upon a (Pass/Fail) for the **Executive Summary**, the **Mandatory Requirements**, score per requirement.

An evaluation team will evaluate non-cost submittals and award Pass/Fail consistent with their values and best professional judgment.

The evaluators will review each bidder's responses and award either Pass/Fail for each question. Scoring may be performed in isolation or together as a group, or a combination of both.

Bidder's questions will be summed to determine their non-cost Pass/Fail totals.

Mandatory Requirements (Pass/Fail)	<u>Bidder A</u>	<u>Bidder B</u>	<u>Bidder C</u>
Evaluator 1	Pass	Pass	Pass
Evaluator 2	Fail	Pass	Pass
Non-cost (Pass/Fail)	Fail	Pass	Pass

In addition to presiding over the evaluation team, the Procurement Coordinator may review the submittals, provide input, assemble evaluation aids, or perform other functions helpful to the team. Evaluators may engage in a free flow of discussion among themselves and the Procurement Coordinator prior to, during, and after the evaluation.

Site Visit (if applicable/optional) (Pass/Fail)

After the completion of the written evaluations, AOC may choose to conduct Site Visits. If AOC chooses to exercise that right, the top 2 finalists will be selected for Site Visits based on the written evaluation of the proposals.

Selection of Apparent Successful Bidders

To identify an apparent successful bidder, each bidder's Score of Pass/Fail earned from the non-cost evaluation will be as follows:

	<u>Bidder A</u>	<u>Bidder B</u>	<u>Bidder C</u>
Non-cost score (Pass/Fail)	Fail	Pass	Pass
Site Visit (Pass/Fail)	N/A	Pass	Pass
Evaluation total	Fail	Pass	Pass

The bidder providing the best overall value to AOC will be declared the apparent successful bidder. AOC may then enter into contract negotiations with the apparent successful bidder.

Designation as an apparent successful bidder does not imply that a RFQQ will be issued. This designation does allow AOC the opportunity to perform further analysis. AOC also reserves the right to re-review and determine whether a proposal is responsive as initially determined.

Bidders must not construe a notification of apparent successful bidder,

notification of award, or attempts to negotiate, etc. as a final award decision. Any assumptions are done so at the bidder's own risk and expense.

Should negotiations for a RFQQ fail within 30 days of their initiation, AOC may cease negotiations and declare the second-place bidder the new apparent successful bidder and enter into negotiations with that bidder. This process will continue until a RFQQ is signed or no qualified bidders remain.

Notification of Apparent Successful Bidders

All bidders will be notified when AOC has determined the apparent successful bidder(s).

Award Notification

After all considerations, all bidders will be notified via WEBS when AOC has confirmed its intent to award.

Award

An award, in part or full, is made by AOC's signature on the RFQQ that is delivered to the apparent successful bidder. In some circumstances, AOC may include an award letter which will accompany the signed RFQQ; an award letter will further define the award and is included by reference.

Additional Instructions to Bidders

Authorized Communication

All bidder communications concerning this solicitation must be directed to the Procurement Coordinator. Contact with other state employees involved with the solicitation may result in disqualification. All verbal communications will be considered unofficial and non-binding. Bidders should rely only on written statements issued by the Procurement Coordinator, such as written amendments. Email shall be considered an official method of communication unless otherwise specified in this document.

Questions

Questions will be allowed consistent with the schedule. All questions must be submitted in writing to the Procurement Coordinator.

AOC will provide written answers for questions received by the question and answer period's deadline. Answers will be posted to WEBS.

Verbal responses to questions will not be provided. Only written answers posted to WEBS will be considered official and binding. Bidders will not be identified in answers.

When the question and answer period is complete, additional comments will be for the purpose of informing the Procurement Coordinator of an issue only. Questions and comments outside the question and answer period will not be answered or acknowledged.

If interpretations or other changes to the solicitation are required as a result of inquiries made during the question and answer period, the solicitation may be amended. Amendments are posted to WEBS.

Debrief and Protest

Debrief

A debriefing conference provides an opportunity for a bidder to meet with the procurement coordinator to discuss the evaluation and scoring.

Since debriefing conferences pertain to the formal evaluation process, Bidders who were disqualified as nonresponsive and therefore did not go through the formal evaluation process are not entitled to request a Debriefing Conference.

Requests for debriefing conferences must be communicated in writing (email acceptable) to the procurement coordinator within three (3) business days of the announcement of the Apparent Successful Bidder(s).

A debriefing conference may be conducted by telephone and may be limited to a specified period of time, as determined by the procurement coordinator. Debriefing conferences may take place shortly following the request. Therefore, bidders should plan ahead and have alternate representatives available. The procurement coordinator will not allow for lengthy delays nor allow debriefing conferences to be used as delay tactics. No comparisons between Bids will be allowed during the Debriefing Conference.

Discussions at the debriefing conference will be limited to:

- i. Evaluation and scoring of the Bidder's response
- ii. Critique of the response based on the evaluation
- iii. Review of the Bidder's final score in comparison with the other final scores;

The meetings will be a maximum of 30 minutes in length.

The failure of a bidder to submit a timely request for and attend a debriefing conference shall constitute a waiver of the right to protest.

Protests

Only bidders who have submitted timely proposals and have had a debriefing conference may protest.

Upon completion of a debriefing conference, a bidder is allowed five (5) business days to file a protest with the procurement coordinator.

Protests may only be based on one or more of the following:

- i. Bias, discrimination, or conflict of interest on the part of an evaluator;
- ii. Errors were made in computing the score;
- iii. AOC failed to follow procedures established in the solicitation document.

A protest must:

- i. Be submitted to and received by the procurement coordinator, within five business days of the protesting bidder's debriefing conference;
- ii. Be in writing (e-mail is acceptable);
- iii. Include a specific and complete statement of facts forming the basis of the protest; and
- iv. Include a description of the relief or corrective action requested.

Upon receiving a protest, the procurement coordinator will forward the protest and all relevant information to a neutral party which had no involvement with the solicitation process. This representative will conduct a review, and issue a written response within ten (10) business days of

receipt of the protest, unless additional time is required. Should additional time be required, the protesting party will be notified.

The final determination of the protest will:

- i. Find the protest lacking in merit and uphold AOC action; or
- ii. Find only technical or innocuous errors in the acquisition process and determine the AOC to be in substantial compliance and reject the protest; or
- iii. Find merit in the protest and provide options which may include:

Correcting the errors and re-evaluating all proposals, and/or

Reissuing the solicitation and beginning a new process, or

Making other findings and determining other courses of action as appropriate.

If AOC determines that the protest is without merit, they will enter into a contract with the Apparent Successful Bidder(s). If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

The protest decision is final and not subject to appeal. If the protesting bidder does not accept the AOC protest decision, the bidder may seek relief in Superior Court.

Form and Substance

Debrief requests and protests must:

- i. Be in writing (e-mail is acceptable);
- ii. Be submitted by an authorized agent of the bidder;
- iii. Be delivered within the time frame(s) outlined herein;
- iv. Be sent to the procurement coordinator identified in the solicitation;
- v. Include solicitation identifiers (i.e. title and number);
- vi. Be clearly labeled as a “Debrief”, or “Protest”.
- vii. Additionally, all protests must:
- viii. State all facts and arguments on which the bidder is relying as the

basis for its action; and

ix. Include any supporting documentation.

A Bidder's failure to follow debrief and protest procedures described herein may be seen as a waiver on the part of the bidder and prevent a debrief request or protest from being honored and exercised.

General Information

Option to Extend

AOC reserves the right to extend RFQQ issued under this solicitation at its discretion.

Right to Cancel

AOC reserves the right to cancel or reissue all or part of this solicitation at any time as allowed by law without obligation or liability.

Withdrawal of Proposal

After a proposal has been submitted, Bidders may withdraw their proposal at any time up to the start of written evaluations as specified in the schedule on the cover page. A written request to withdraw the proposal must be submitted to the Procurement Coordinator. If withdrawing the proposal prior to the proposal due date, the Bidder may submit another proposal at any time up to the proposal due date and time.

Ownership of Proposal

All materials submitted in response to this RFQQ become the property of AOC, unless received after the deadline in which case the proposal shall be returned to the sender. AOC shall have the right to use any of the ideas presented as part of the process in any manner as it deems appropriate or beneficial, regardless of whether it is contained in a proposal that results in selection for a Contract.

Information Availability

Proposal contents (including pricing information) and evaluations are exempt from disclosure until AOC announces apparent successful bidders.

Proprietary or Confidential Information

All proposals submitted become the property of AOC and a matter of public

record after AOC announces apparent successful bidder(s).

Any information contained in the proposal that is proprietary or confidential must be clearly designated. Marking of the entire proposal or entire sections thereof as proprietary or confidential will not be accepted nor honored. AOC will not honor designations by the bidder where pricing is marked proprietary or confidential.

RFQQs

A proposal submitted to this solicitation is an offer to contract with AOC. An order document resulting from this solicitation will be designated as a RFQQ. RFQQs are established upon award, acceptance and signature by both parties.

Solicitation Amendments

AOC reserves the right to revise portions of this solicitation at any time. Changes or corrections will be by one or more written amendment(s), dated, attached to or incorporated in and made a part of this solicitation. All changes must be authorized and issued in writing by the Procurement Coordinator. If there is any conflict between amendments, or between an amendment and the solicitation, whichever document was issued last in time shall be controlling. Only bidders who have properly registered and downloaded the original solicitation directly via WEBS will receive notification of amendments and other pertinent correspondence. Bidders must carefully read each amendment to ensure they have met all requirements of the solicitation.

Incorporation of Documents

This document, any subsequent amendments and the bidder's proposal will be incorporated into the RFQQ which is in turn, incorporated into the successful bidder's Contract with AOC.

RFQQs may include additional or conflicting terms and conditions as determined by AOC. In the event of any conflict, the terms of the RFQQ shall prevail.