

# **REQUEST FOR PROPOSAL**

No. FY24-34416

**Network Architecture Consulting Services** 

March 2024

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The American Association of Motor Vehicle Administrators (AAMVA) is a non-profit organization, representing the state and provincial officials in the United States and Canada who administer and enforce motor vehicle laws.

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## 1 Introduction

## 1.1 PURPOSE

The American Association of Motor Vehicle Administrators, hereafter "AAMVA," releases this request for proposal (RFP) to solicit proposals from qualified firms interested in participating in the bidding process.

AAMVA runs a large-scale IT infrastructure for exchanging information pertaining to driver licensing and vehicle registration among the motor vehicle agencies in all 50 U.S. states, the District of Columbia, several federal agencies, private sector organizations, and the provinces of Canada.

The purpose for this RFP is to select <u>1-2 offeror(s)</u> who can provide the following network-related services details below. Offerors must demonstrate a comprehensive ability to offer professional services, including but not limited to conducting network assessments, developing, and implementing optimization strategies, proposing and executing network redesigns if necessary, and providing ongoing support and maintenance.

#### Network-related services

- Comprehensive Network Assessments
- Optimization and Recommendations
- Design and Planning
- Implementation and Cleanup Activities
- Training and Knowledge Transfer
- Ongoing Support and Maintenance

## Task Order (TO) awards:

Each service request will be authorized by an individual task order, governed by an Indefinite Quantity Services (IQS) agreement. The task order will detail the scope, approach, duration, and resources assigned to the engagement. Elements such as resource rate by labor category, key resources assigned to the account etc. will be set in the IQS.

## 1.2 ENTITY BACKGROUND

AAMVA is a tax-exempt, non-profit organization that develops and supports model programs in motor vehicle administration, law enforcement, and highway safety. The association also serves as an information clearinghouse in these areas and acts as the international spokesman for these interests.

# AAMVA

#### Introduction

Founded in 1933, AAMVA represents the state and provincial and territorial officials in the United States and Canada that administer and enforce motor vehicle laws. AAMVA's programs encourage uniformity and reciprocity among the states and provinces. The association also serves as a liaison with other levels of government and the private sector. Its development and research activities provide guidelines for more effective public service. AAMVA's membership includes associations, organizations, and businesses interested in the association's goals.

## 1.2.1 AAMVA Systems and Applications

The exchange of information for AAMVA occurs through a combination of real-time system-to-system messaging (e.g., web services), batch processing (e.g., files), or through web user interfaces. The systems supporting the exchange of information are critical to AAMVA and its customers, as they directly impact the motor vehicle agencies' ability to conduct their business operations.

AAMVA's AAMVAnet network processes more than 2.4 billion messages a year. Some of the databases hold over 2 billion records and exceed 1 TB of data. The infrastructure supporting those systems across their lifecycle exceeds 200 servers spread across three on-prem data centers, fully integrated with two Azure Gov-hosted sites and two Azure Commercial-hosted sites. The connectivity between on-prem and cloud sites is enabled through Express Routes, backed up by VPN circuits.

AAMVA currently provides application solutions and network services to its subscribers. Network services include a nationwide telecommunications network (AAMVAnet) that facilitates the exchange of information among government agencies and their private-sector trading partners. AAMVAnet is an external customer network separate from AAMVA's internal network.

AAMVAnet is a fully managed, private network environment built upon Verizon Business Solutions' Private IP (PIP) multiprotocol label switching (MPLS) core network service. External access to AAMVAnet is primarily via private leased line circuits procured from Verizon by AAMVA on behalf of AAMVA's contracted subscribers, partners, and service providers. AAMVAnet is also interconnected with some service providers and partner networks through network-to-network interfaces or partner-provided private leased lines. AAMVA is in the process of rolling out SD-WAN technology to enable better routing performance, security and transport/provider diversity.

AAMVA prides itself in providing its external and internal customers with outstanding services, which are made possible through dedicated staff management of its infrastructure and service level objectives.



## 1.2.2 AAMVA Capabilities

AAMVA has a highly technical and competent staff of approximately 125 IT professionals who support all phases of a system's lifecycle. The IT staff supports data center operations at the application, operating system, and infrastructure layers. The staff can deploy servers, manage data centers, including network, develop and support applications, and practice Continuous Integration (CI) and Continuous Delivery (CD) in a Development/Security/Operations culture.

The AAMVA teams involved with cloud and on-prem data center operations, especially pertaining to network operations, are organized as follows:

## Network Operations:

- Network Account Managers (NAMs) responsible for all interactions with the edge Customer.
- AAMVA Help Desk field all incoming calls from edge Customers, internal teams, and Managed Service providers to provide internal status and manage escalations. This team is the primary POC for day-to-day operations.
- Data Center Network Engineering provide design, implementation support, and escalation for operational issues related to the Data Center and Azure-based network components. This team will be the POC for all escalations related to the SD-WAN operations of Hub components. This team will be the primary POC for the professional services team.
- Datacenter Network Security Engineering provide security oversight, design, implementation support, and escalation for security issues related to the Data Center and Azure-based network components. This team is the POC for all escalations related to all security aspects of the overall network design, implementation work, and operations.
- Network Billing Support provide billing support for all network-related components of the AAMVA infrastructure.
- Infrastructure and Datacenter Support the team responsible for all physical and virtualized infrastructure components.
- Application Development and Support develops applications for the Consumers' use, leveraging AAMVA's network infrastructure. The team gets engaged in troubleshooting Application-related issues. They will interact with the Provider if it is determined that the services recommended/provided will impact application performance or availability.

#### Introduction



In addition, to complement its support capabilities, AAMVA leverages Managed Service Providers (MSP) for its Cloud, Datacenter, and Network Support needs. Verizon is currently the MSP provider for MPLS, and AT&T is the Network MSP supporting its SD-WAN roll-out, a role that will transfer to the successful Provider.

## 1.3 MINIMUM QUALIFICATIONS

## 1.3.1 Entity/Personnel Specific

The offeror must have at least fifteen years of demonstrated experience in the commodities or services listed in this RFP.

## 1.3.1.1 Organizational Accreditations/Certifications:

In addition, the Provider must be able to share with AAMVA a current Service Organization Control (SOC) 2 Type II report, or the equivalent, such as relevant ISO certifications (27001). For SOC 2, the Security and Confidentiality Trust Service Principles must be addressed. Absent of the SOC2 Type II, or ISO certifications, the offeror must clearly spell out the measures taken to protect AAMVA sensitive information and assets related to the types of services provided to AAMVA.

## 1.3.1.2 Personnel Certifications/Skills:

All the provider resources assigned to AAMVA engagements must have at least ten years of relevant network experience, appropriate networking, and domain certifications such as CISCO Certification, SD-WAN Certifications, and Microsoft Partner Network Certifications. The primary resource assigned to each engagement should be self-directed, ideally with demonstrated leadership experience in the subject matter (e.g., led workshops, presented at conferences, etc.). Suppose the offeror plans on using more junior resources; their roles and scope of engagement must be clearly stated during the RFP process and in the contract governing the services. The quality and experience of the resources assigned to this engagement will be a key factor in AAMVA's selection process.

## 1.3.1.3 Project Management Experience

In addition, the offeror's ability to maintain the same resources across multiple engagements is strongly desired. As well, the offeror must assign a senior technical resource to manage the engagements and the overall relationship with AAMVA. That resource must be well-versed in the services provided to AAMVA and is expected to develop an understanding of AAMVA's environment that can be shared internally.

# AAMVA

## Introduction

AAMVA management is also seeking to understand the vendor's project management composition, specifically the engineer to account manager ratio for work lines similar to the subject matter of the RFP.

## 1.4 PERIOD OF PERFORMANCE

The performance period for the anticipated contract:

<b>Contract Period</b>	Start	End
Base Contract	Contract Award	12-month base period from date of award
Option Year 1	Following base contract	12 months from date of award



## 2 GENERAL INFORMATION

## 2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact at AAMVA for this procurement. All communication between the Offeror and AAMVA upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name, Title	AAMVA Procurement
Address	4401 Wilson Boulevard, Suite 700
City, State, Zip Code	Arlington, Virginia 22203
Phone Number	703.908.2861
Coordinator	Khalid Rahimi
Title	Senior Procurement Manager
E-Mail Address	procurement@aamva.org

AAMVA will consider any other communication as unofficial and non-binding on AAMVA. Communication directed to parties other than the RFP Coordinator, as related to the scope of the RFP, may result in disqualification of the proposal.

## 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

The estimated procurement schedule of activities for this RFP is as follows:

Activity*	Date
Issue RFP	03/22/2024
Written Intent to Bid Due	03/29/2024
Written Questions Due from Offerors About Scope or Approach	04/01/2024
Pre-bid proposal teleconference (date/time TBD)	04/3-5 2024
Proposals Due	04/17/2024
Evaluate Written Proposal	04/30/2024
Finalist Presentations for short-listed vendors (date/time TBD)	05/6 –17 2024
Announce "Apparent Successful Contractor"	One week following presentations

<sup>\*</sup>AAMVA reserves the right to revise this schedule.



## 2.3 **ACCEPTANCE PERIOD**

The proposal must provide 120 days for acceptance by AAMVA from the date of submission.

## 2.4 RESPONSIVENESS

The RFP Coordinator will review the proposal to determine compliance with administrative requirements and instructions specified in this RFP. The contractor is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

AAMVA also reserves the right, at its sole discretion, to waive minor administrative irregularities.

## 2.5 **Most Favorable Terms**

AAMVA reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms that the contractor can propose. AAMVA also reserves the right to contact a contractor for clarification of its proposal and request a face-to-face meeting.

The contractor must be prepared to accept this RFP for incorporation into a contract resulting from this RFP. It is understood that the proposal will become a part of the procurement file on this matter without obligation to AAMVA.

## 2.6 GENERAL TERMS AND CONDITIONS

The apparent successful contractor will be expected to enter into a contract or purchase order with general terms and conditions agreeable to both parties. In no event is a contractor to submit its own standard contract terms and conditions in response to this solicitation. The contractor may submit exceptions as allowed in <a href="Exhibit A: Certifications and Assurances">Exhibit A: Certifications and Assurances</a> to this solicitation. AAMVA will review requested exceptions and will accept or reject them at its sole discretion.

## 2.7 COSTS TO PROPOSE

AAMVA will not be liable for any costs incurred by the Offeror in preparing a Proposal submitted in response to this RFP, or in performing any other activities related to responding to this RFP.

## 2.8 No Obligation to Contract

This RFP does not obligate AAMVA to contract for the commodities specified herein.

## 2.9 **REJECTION OF PROPOSAL**

AAMVA reserves the right at its sole discretion, and without penalty, to reject any and all proposals received and not to issue a contract as a result of this RFP.



## 3 SCOPE OF SERVICES AND STATEMENT OF WORK

## **PROFESSIONAL SERVICES**

The provider must demonstrate a comprehensive ability to offer professional services encompassing all aspects outlined in the "Scope of Services" section. This includes, but is not limited to:

- Conducting thorough network assessments,
- Developing and implementing optimization strategies,
- · Proposing and executing network redesigns if necessary, and,
- Providing ongoing support and maintenance.

The provider must have a proven track record of delivering high-quality professional services in complex hybrid cloud environments, specifically tailored to meet the needs of organizations like AAMVA The provider will be required to provide network consulting services that include but are not limited to (see sections 3.1 - 3.6).

## 3.1 COMPREHENSIVE NETWORK ASSESSMENTS

- 3.1.1 Hybrid Cloud Environment Analysis: Conduct a thorough analysis of AAMVA's existing network infrastructure, focusing on the integration and interoperability between the traditional data center, private MPLS network, and cloud environments (Azure Government Cloud and Azure Commercial Cloud).
- 3.1.2 Performance and Security Assessment: Evaluate the performance and security posture of AAMVA's entire network setup, identifying potential vulnerabilities, bottlenecks, and inefficiencies.

## 3.2 OPTIMIZATION AND RECOMMENDATIONS

- 3.2.1 Optimization Strategies: Develop strategies for optimizing network performance across AAMVA's hybrid cloud environment, ensuring efficient data flow, reduced latency, and enhanced security.
- 3.2.2 Cost-Benefit Analysis: Provide a detailed cost-benefit analysis for recommended optimizations, highlighting the potential return on investment and impact on operational efficiency for AAMVA.
- 3.2.3 Compliance and Governance: Assess compliance with relevant regulations and industry standards, especially in government cloud environments, proposing adjustments as necessary to meet these requirements for AAMVA.

## 3.3 **DESIGN AND PLANNING**

## **Scope of Services and Statement of Work**



- 3.3.1 Network Redesign Proposals: If necessary, propose redesigns of the network architecture to better support AAMVA's hybrid cloud environment, improve scalability, and ensure security compliance.
- 3.3.2 Integration Plans: Offer detailed plans for integrating new network designs with AAMVA's existing infrastructure, including phased implementation schedules to minimize disruption.

## 3.4 IMPLEMENTATION AND CLEANUP ACTIVITIES

- 3.4.1 Implementation Support: Provide hands-on support for implementing optimization strategies, network redesigns, or integration of new technologies for AAMVA.
- 3.4.2 Cleanup Activities: Execute necessary cleanup activities to remove outdated configurations, streamline AAMVA's network operations, and ensure that the infrastructure is optimized for current and future needs.

## 3.5 Training and Knowledge Transfer

- 3.5.1 Staff Training: Deliver training sessions for AAMVA's in-house IT staff, focusing on managing and maintaining the optimized or redesigned network environment.
- 3.5.2 Documentation: Provide comprehensive documentation on network changes, optimization strategies implemented, and guidelines for ongoing maintenance and troubleshooting for AAMVA.

## 3.6 ONGOING SUPPORT AND MAINTENANCE

- 3.6.1 Monitoring and Management Tools: Recommend and implement monitoring and management tools for ongoing visibility into AAMVA's network performance and security.
- 3.6.2 Periodic Review and Adjustments: Offer services for periodic reviews of AAMVA's network infrastructure to ensure it continues to meet organizational needs and industry best practices.



## 4 Proposal Instructions and Evaluation Procedure

## 4.1 **PROPOSAL** CONTENT

The proposal shall comprise the following two (2) volumes, numbered Volumes 1 and 2. All text shall be twelve (12) point font, and page limits shall be as indicated in the subsequent sections.

- Please limit the size of all email correspondences to 10 MB.
- Please do not include corporate marketing material or boilerplate information in your response.

## 4.1.1 Volume 1

4.1.1.1 Volume 1.1 Corporate Information/Past Performance/Qualifications

## 4.1.1.1.1 Corporate Information

Limit to two (2) single-spaced pages.

Offeror(s) shall provide a summary of any corporate information relevant to this RFP, which should include, at a minimum: Length of time providing managed services, experience handling the same level of benefits as AAMVA needs in this RFP and a summary of the financial strength of the company.

## 4.1.1.1.2 Past Performance

Limit to five (5) single-spaced pages.

Offeror(s) shall describe three (3) to five (5) examples of similar managed services support services that the offeror has provided of **similar size in the past three (3) years.** For each example, include contact information and written permission for a reference to discuss its performance with AAMVA.

## 4.1.1.1.3 Minimum Qualifications

Limit to five (5) single-spaced pages.

See § 1.3 Minimum Qualifications for requirements.

Please include bios of, at minimum, three levels of consulting staff (Senior, Principal, and Project Manager roles).

## 4.1.1.2 Volume 1.2 Technical Solution/Approach



## 4.1.1.2.1 Management Approach

Limit to three (3) single-spaced pages, including graphics.

Please describe the general management approach and engagement onboard experience. How does the offeror manage the following elements:

- What is your firm's available bench strength? How can you/will you ensure that the talent pool can be mobilized quickly to meet project demands?
- What is your firm's Engineer to Account Manager Ratio?
- What is your minimum lead time for each type of engagement called out in Section 3?
- How are resources assigned to each engagement? Please present your skills and availability matching processes and team composition guidelines based on the type of engagement.
- What requirements are there for AAMVA? Please provide insight into the following items required before the commencement of any engagement:
  - Level of objectives requirements disclosed,
  - o The level of authorization/access required,
  - o POC requirements, and, or
  - Checkpoint and feedback processes.
- Describe your engagement documentation/communication processes.

## 4.1.1.2.2 Technical Methodology

Limit to fifteen (15) single-spaced pages, including graphics.

## Please format your response in the same outline as Section 3 of this RFP.

See § 3SCOPE OF SERVICES AND STATEMENT OF WORK for requirements.

For each area identified in section 3, please call out your project/task level methodology that will best provide successful outcomes. For examples,

- Specific processes
- Team composition
- Engagement approach
- Quality assurance measures/metrics
- Management and oversight

## 4.1.2 Volume 2

## 4.1.2.1 Price Proposal

Limit to ten (10) single-spaced pages.

# AAMVA

## **Proposal Instructions and Evaluation Procedure**

Offeror(s) shall provide the best financial proposal to complete the work for the duration of the contract term.

## 4.1.2.2 Volume 2.1 Professional Services

- <u>Professional Services:</u> Please provide a pricing catalog that covers ALL fees relevant to the type of engagements requested.
- Discounts: As applicable, please specify how discounts are calculated and applied.
- <u>Assumptions:</u> Identify any assumptions made to create the Price Proposal.
- Other: Please include pricing for travel, other direct costs, and any optional services that may be relevant to this RFP. Any other information as required.

## 4.1.2.3 Volume 2.2 Sample Task Order(s)

• Pricing Exercise(s): Provide the costs for the services described in section 5.4 of this proposal.

## 4.2 PROPOSAL SUBMISSION

Proposal must be submitted in soft copy (Adobe PDF format) as set forth below.

- The Proposal is to be sent to the RFP Coordinator at the email address noted in <u>§2.1</u>
   <u>RFP Coordinator</u>. The email must be clearly marked with the RFP number to the attention of the RFP Coordinator.
- Any modifications to a Proposal in response to this RFP will be subject to these same
  conditions. The Proposal must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The Proposal must be complete
  and must stand on its own merits. Failure to respond to any portion of the procurement document may result in rejection of the Proposal as non-responsive. All Proposals
  and any accompanying documentation become the property of AAMVA and will not be
  returned.
- Proposals must be submitted as two separate files in your response as follows:
  - File 1: Shall include Volume 1, technical proposal labeled, "Volume 1 RFP-34416 by <company name>.pdf."
  - File 2: Shall include Volume 2, price proposal response labeled, "Volume II RFP-34416 by <company name>.pdf". Please also include any/all requested Exhibits as part of Volume 2.



## 4.3 **EVALUATION PROCEDURE**

Response to proposals will be evaluated in accordance with the specifications stated in this solicitation and any addendum issued. Award will be made to the offeror that provides the best overall value to AAMVA.

Items	Description	Evaluation %
1	Volume 1	
1.1	Volume 1.1 (see section 4.1.1.1)	
1.1.1	Corporate Information (see section 4.1.1.1.1)	5%
1.1.2	Past Performance (see section 4.1.1.1.2)	5%
1.1.3	Qualifications (see section 4.1.1.1.3)	5%
1.2	Volume 1.2 (see section 4.1.1.2)	
1.2.1	Management Approach (see section 4.1.1.2.1)	10%
1.2.2	Technical Methodology (see section 4.1.1.2.2)	25%
2	Volume 2	
2.1	Volume 2.1	
2.1.1	Professional Services (see section 4.1.2.2)	20%
2.2	Volume 2.2	
2.2.1	Sample Task Order 1 (see section 4.1.2.3)	5%
3	Interviews*	
3.1	Presentations	25%

<sup>\*</sup>Interviews will be held with down-selected offerors only based on their written responses to the RFP.



## **5** RFP EXHIBITS

## 5.1 EXHIBIT A: CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which this Exhibit A is attached, understanding that the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contracts:

- 1. I/we declare that all answers and statements made in the proposal are true and correct.
- 2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
- 3. The attached proposal is a firm offer for a period of 90 days following the due date for receipt of proposals, and it may be accepted by AAMVA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
- 4. In preparing this proposal, I/we have not been assisted by any current or former employee of AAMVA whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official capacity. Any exceptions to these assurances are described in full detail on a separate page and attached to this document.
- 5. I/we understand that AAMVA will not reimburse any costs incurred in the preparation of this proposal. All proposals become the property of AAMVA, and I/we claim no proprietary right to the ideas, writings, items, or samples presented in the proposal, unless so stated in the proposal.
- 6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the consultant and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other consultant or to any competitor.
- 7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
- 8. No attempt has been made or will be made by the consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Offeror

Printed Name, Title and Date



# 5.2 EXHIBIT B: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective offeror certifies to the best of its knowledge and belief that it and its principles:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the Commonwealth of Virginia or any of the jurisdictions comprising the membership of the American Association of Motor Vehicle Administrators (AAMVA);
- 3. Have not within three years preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- 5. Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

Offeror understands that a false statement on this certification may be grounds for rejection of any submitted proposal or quotation or termination of any award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both if federal funds are being used to support the procurement.

Printed Name of Offeror
Printed Name and Title of Authorized Representativ
Signature of Authorized Representative



## 5.3 EXHIBIT C: AAMVA MUTUAL NONDISCLOSURE AGREEMENT

## AMERICAN ASSOCIATION OF MOTOR VEHICLE ADMINISTRATORS

#### **MUTUAL NONDISCLOSURE AGREEMENT**

This Mutual Nondisclosure Agreement ("Agreement") is made as of	, 20	by and
between the AMERICAN ASSOCIATION OF MOTOR VEHICLE ADMINISTRATORS, a	a Distric	t of Co-
lumbia nonprofit corporation ("AAMVA") and	, a	
corporation ("Company"). AAMVA and Company may be referred to individual	ly as a "	Party"
or, collectively, as the "Parties".		

## **Preliminary Statement**

AAMVA and the Company are engaged in discussions regarding a possible business relationship pursuant to which each may disclose (as "Discloser") to the other (as "Recipient") certain Confidential Information (defined below). For the purpose of facilitating those discussions, AAMVA and the Company desire to enter into this Agreement.

## Agreements

AAMVA and Company agree as follows:

#### 1. Confidential Information.

- a. As used in this Agreement the term "Confidential Information" means all non-public business, technical, financial, marketing, or proprietary information disclosed to the Recipient by the Discloser orally, in writing, or in any other medium. Information generated by Recipient that contains, reflects, or is derived from information disclosed by either party to this Agreement shall constitute Confidential Information.
- b. Confidential Information does not include the following information:
  - i. Information which is or becomes generally available to the public other than as a result of Recipient's breach of its obligations under this Agreement;
  - ii. Information known to Recipient independently of its relationship with Discloser, including information learned by Recipient from a third party entitled to disclose it, or information known by Recipient prior to its relationship with Discloser; or
  - iii. Information independently developed by Recipient without use of the Disclosing Party's Confidential Information.



- 2. **Treatment of Confidential Information.** The Parties agree that Confidential Information shall be treated as follows:
  - a. Recipient shall use Confidential Information only for the purpose stated above and for no other purposes.
  - b. Recipient shall not disclose, divulge, or transfer, either directly or indirectly, the Confidential Information to any third party without the written consent of Discloser.
  - c. Recipient shall maintain the confidentiality of the Confidential Information by using the same degree of care (which shall be no less than reasonable care) as Recipient uses to protect its own confidential information of a similar nature.
  - d. Recipient shall restrict its dissemination of Confidential Information to those of its employees, third-party contractors, advisors, and employees, third-party contractors, and advisors of Affiliates who have a need to know the Confidential Information and who are legally bound by confidentiality obligations at least as protective as those set forth in this Agreement. An "Affiliate," of the Company includes any corporation or other person or other entity that directly or indirectly controls, is controlled by, or is under common control with the Company. An ownership or similar interest representing 50% or more of the total interests then outstanding of the pertinent entity shall constitute "control" for the purposes of this definition.
  - e. Recipient shall promptly notify Discloser in writing of any unauthorized use or disclosure of Confidential Information, including a detailed description of the circumstances of the disclosure and the parties involved, and cooperate with the Discloser to remedy such unauthorized use or disclosure.
  - f. All Confidential Information shall remain the exclusive property of the Discloser. Recipient will do nothing to compromise or diminish Discloser's rights in any Confidential Information. At the conclusion of the relationship between the Parties, and promptly upon Discloser's written request, Recipient will return the Confidential Information to Discloser, or at Discloser's option, Recipient will destroy such Confidential Information and promptly provide Discloser with written confirmation of such destruction; provided, however, that Recipient may retain copies of Confidential Information for bona fide legal, financial, audit, or accounting purposes. The provisions of this Agreement shall, notwithstanding its expiration or termination, continue to apply to all Confidential Information so long as it is retained by the Recipient.
- 3. Limitations on Recipient's Obligations. If Recipient becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process by court order of a court of competent jurisdiction, or in order to comply with applicable requirements of any government department or agency or other regulatory authority) to disclose any of the Confidential Information provided by Discloser, Recipient shall provide Discloser with prompt written notice of such requirements so that the Discloser may seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained or Discloser waives

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compliance with the provisions of this Agreement, Recipient agrees to provide only that portion of the Confidential Information provided by the Discloser which is legally required and to exercise its reasonable efforts to obtain assurances that confidential treatment will be afforded to such Confidential Information.

- 4. Term, Termination and Survival. This Agreement shall have a term of 2 years and may be terminated by either Party upon at least 30 calendar days prior written notice. Except as otherwise provided in this Agreement, the rights and obligations of the Parties under this Agreement with respect to any Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination for a period of 2 years.
- 5. **Remedies.** The Recipient acknowledges and understands that the unauthorized use or disclosure of the Confidential Information may cause the Discloser irreparable damage. The Discloser shall have the right to seek equitable and injunctive relief to prevent such unauthorized use or disclosure and to recover the amount of all such damage to the Discloser in connection with such use or disclosure.
- 6. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
- 7. **Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party.
- 8. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its principles of conflicts of laws.
- 9. **Entire Agreement.** This Agreement reflects the entire understanding of the parties relative to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written.
- 10. **Amendment.** This Agreement may not be modified except in a writing signed by both parties.

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IN WITNESS WHEREOF, AAMVA and the Company, by their duly authorized representatives, have caused this Agreement to be executed and delivered.

AAMVA	COMPANY	
Ву:	Ву:	
Harold M. Gollos	Name	
Director, Contracts Administration	Title	



## 5.4 EXHIBIT D: SAMPLE TASK ORDERS

The offeror is required to submit fixed pricing quote for one sample task order(s) as provided in 5.4.1. Please include ample details as to what is included in the Time & Material (T&M) or Fixed Fee (FF) quotation.

## 5.4.1 Firewall Vulnerability Assessment & Architecture Security Review

Conduct a Firewall vulnerability assessment, and an architecture security review of the following fictitious Web application. This diagram represents the primary site; the application has a similar footprint in a disaster recovery region.

# **External Internet** On-Prem Datacenter AAMVAnet Private Network Azure Gov **Azure Services**

## AAMVA Fictitious Web Application – Primary Site

The selected vendor shall comprehensively assess AAMVA's firewall infrastructure, employing a multi-faceted approach to ensure thorough analysis and evaluation. This includes, but is not limited to, the following tasks:

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- 1. Reviewing Firewall Configuration and Rule Sets: The vendor shall thoroughly examine the current firewall configuration and rule sets to assess their effectiveness in enforcing security policies. This review will encompass an analysis of access control lists (ACLs), port configurations, and rule priorities to identify any misconfigurations or areas of vulnerability.
- 2. Identifying Vulnerabilities and Weaknesses in Firewall Architecture: A rigorous examination of the firewall architecture will be undertaken to identify potential vulnerabilities and weaknesses that malicious actors could exploit. This assessment will thoroughly inspect firewall hardware, firmware, and software components, as well as an analysis of potential attack vectors and entry points.
- 3. Analyzing Firewall Logs and Traffic Patterns: The vendor shall analyze firewall logs and traffic patterns to detect anomalies and potential security breaches. This analysis will involve the examination of inbound and outbound traffic, protocol usage, and application behavior to identify any suspicious or unauthorized activities that may indicate a security incident.
- 4. Assessing Compliance with Industry Standards and Best Practices: An evaluation of the firewall infrastructure's compliance with industry standards and best practices will be conducted to ensure alignment with established security frameworks. This assessment will include a review of regulatory requirements, such as GDPR or PCI DSS, as well as adherence to industry-recognized standards, such as NIST or ISO/IEC 27001.
- 5. Evaluating the Effectiveness of Intrusion Detection and Prevention Mechanisms: The effectiveness of intrusion detection and prevention mechanisms deployed within the firewall infrastructure will be evaluated to determine their ability to detect and mitigate potential security threats. This assessment will include an examination of signature-based and behavioral-based detection capabilities, as well as the responsiveness of automated response mechanisms.
- 6. Providing Recommendations for Optimization and Enhancement: Based on the findings of the assessment, the vendor shall provide actionable recommendations for optimizing firewall performance and enhancing security measures. These recommendations will be tailored to address identified vulnerabilities and weaknesses, improve overall security posture, and mitigate potential risks.

#### **Deliverables:**

The vendor shall deliver the following deliverables within the agreed-upon timeframe:

1. Preliminary Assessment Report: A preliminary assessment report outlining the proposed methodology and approach for conducting the firewall assessment. This report will provide an overview of the assessment objectives, scope of work, and anticipated timeline for completion.

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- 2. Comprehensive Firewall Assessment Report: A detailed report documenting the findings of the firewall assessment, including an analysis of configuration settings, identified vulnerabilities, compliance gaps, and effectiveness of security controls. This report will present a comprehensive overview of the firewall infrastructure's current state and highlight improvement areas.
- 3. Executive Summary: An executive summary highlighting key findings, actionable insights, and recommendations derived from the assessment. This summary will provide stakeholders with a high-level overview of the assessment results and prioritize areas requiring immediate attention or remediation.
- 4. Presentation of Findings and Recommendations: A presentation of the assessment findings and recommendations to stakeholders, including executive leadership, IT management, and relevant security personnel. This presentation will serve to communicate the significance of the assessment results, outline recommended courses of action, and facilitate informed decision-making regarding firewall optimization and security enhancement efforts that can be incorporated "as-is" into a follow-up Task Order.