

SEARCH

The National Consortium for Justice Information and Statistics

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**Request for Proposals for
Software Development Services**

Issued: December 3, 2012

Responses Due: December 17, 2012

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916-710-0320

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1 **Introduction**

2 **Background**

3 **SEARCH**

4 SEARCH, The National Consortium for Justice Information and Statistics, is a nonprofit
5 membership organization created by and for the states.

6 Since 1969, SEARCH's primary objective has been to identify and help solve the information
7 management problems of state and local justice agencies confronted with the need to exchange
8 information with other local agencies, state agencies, agencies in other states, or with the Federal
9 government.

10 SEARCH is governed by a Membership Group comprised of one gubernatorial appointee from
11 each of the 50 states, the District of Columbia, and the territories, as well as eight at-large
12 appointees selected by SEARCH's Chair. Members are primarily state-level justice officials
13 responsible for operational decisions and policymaking concerning the management of criminal
14 justice information, particularly criminal history information.

15 Funding for SEARCH activities is provided by annual fees from Member states for the operation
16 of the consortium and Board of Directors; grants from various U.S. Federal government agencies;
17 state grants; and Federal, state, and local contracts.

18 Additional information about SEARCH is available at <http://www.search.org>.

19 **The National Information Exchange Model (NIEM)**

20 With roots in state and local government, NIEM is a community-driven, government-wide,
21 standards-based approach to exchanging information.

22 It started with a group of 20 states that joined forces to overcome the challenges of exchanging
23 information across state and city government boundaries.

24 This grassroots effort, called the Global Justice Information Sharing Initiative, set into motion the
25 creation of a seamless, interoperable model for data exchange that could solve a range of
26 information-sharing challenges across a variety of government agencies. After a two-year effort,
27 the first pre-release of the Global Justice XML Data Model (GJXDM) was announced in April
28 2003.

29 Parallel to the GJXDM effort was the start-up of the U.S. Department of Homeland Security. The
30 mention of metadata in the president's strategy for homeland security in the summer of 2002
31 galvanized the homeland security community to begin working toward standardization.

32 These collaborative efforts by the justice and homeland security communities—to produce a set
33 of common, well-defined data elements for data exchange development and harmonization—led
34 to the beginnings of NIEM.

35 Built upon GJXDM's success and lessons learned from utilizing it, NIEM was launched in 2005,
36 uniting key stakeholders from Federal, state, local, and tribal governments to develop and deploy
37 a national model for information sharing and the organizational structure to govern it.

38 NIEM was formally initiated in April 2005 by the chief information officers of the U.S. Department
39 of Homeland Security and the U.S. Department of Justice. In October 2010, the U.S. Department
40 of Health and Human Services joined as the third steward of NIEM.

41 Since 2005, NIEM has issued three releases: 1.0 in 2006, 2.0 in 2007, and 2.1 in 2009. With
42 anticipated delivery in fall 2013, NIEM is working toward a release of NIEM version 3.0. All 50
43 states and 19 Federal agencies are committed to using NIEM at varying levels of maturity.

44 Through North America Day efforts, NIEM exchanges are being developed to allow for a more
45 efficient and consistent method of sharing important public health and safety information,
46 representing a significant first step in the development of a borderless network of information
47 exchange between the U.S., Canada, and Mexico.

48 Additional information about NIEM is available at <http://www.niem.gov>

49 **Project Description**

50 The NIEM Program, in partnership with the Object Management Group (OMG), has recently
51 produced a Unified Modeling Language (UML) Profile for NIEM. This profile, which OMG has
52 adopted as an industry standard, seeks to establish a technology- and vendor-neutral means of
53 defining NIEM “content” from model package descriptions (MPDs)¹ to core NIEM domains and
54 namespaces.

55 NIEM owes a significant part of its success to the freely-available tools that developers use to
56 build conformant descriptions of their exchanges. Such tools lower the barriers to entry for
57 jurisdictions wishing to use NIEM to support their information exchanges. The NIEM UML Profile
58 offers the NIEM community a chance to take the next leap forward in tool provisioning. The
59 Profile allows us to take advantage of the rich array of UML-based tool capabilities available in
60 the marketplace, from code generators to analysis tools and beyond, thus broadening the tools
61 available to expand the use of NIEM.

62 This project will develop an *open source implementation of the NIEM UML Profile*. This tool will
63 allow MPD developers to specify any MPD in a conformant UML model and generate the
64 resulting MPD artifacts from the model. This will not only continue to ensure the availability of no-
65 cost model development tools to the NIEM community, but will also provide an open source
66 platform on which organizations in the community—including government agencies, non-profit
67 organizations, and for-profit companies—can assemble more sophisticated or custom-purpose
68 tools.

69 The tool will take advantage of the UML modeling (and metamodeling) capabilities in the Eclipse
70 platform, in order to reduce development costs and enable creation of a rich, user-friendly
71 application interface.

72 **Purpose**

73 SEARCH intends to purchase software development services from a qualified Vendor, in order to
74 build an *open source implementation of the NIEM UML Profile*. The purpose of this Request for
75 Proposals (RFP) is to solicit bids from prospective vendors that are interested in performing these
76 services for SEARCH.

77 Following the selection of a successful Vendor, SEARCH intends to enter into a contract with that
78 Vendor to perform the services. The period of performance under the resulting contract is
79 expected to be January 1, 2013, through December 31, 2013.

80 SEARCH reserves the right to cancel this RFP at any time, and to decline to enter a contract with
81 any Vendor. Neither the issuance of this RFP nor the submission of responses by vendors
82 obligates SEARCH to make any purchases.

¹ <https://www.niem.gov/technical/model-package-description/Pages/mpd.aspx>

83 **Schedule**

84 The schedule for this RFP is as follows. The due date of each milestone is defined as 4:00 PM
85 Pacific Standard Time, unless indicated otherwise. This schedule is subject to change at
86 SEARCH's sole discretion at any time.

87	MILESTONE	DATE
88	SEARCH issues RFP	December 3, 2012
89	Vendors submit questions to SEARCH	December 7, 2012
90	SEARCH posts responses to questions	December 10, 2012
91	Vendors submit RFP responses to SEARCH	December 17, 2012
92	SEARCH designates successful Vendor	December 19, 2012
93	SEARCH and successful Vendor agree on contract	December 26, 2012
94	Vendor begins work	January 2, 2013

95 **Administrative Requirements**

96 Prospective vendors are responsible for ensuring that their responses conform to the following
97 requirements.

98 **RFP Coordinator (Proper Communication)**

99 The Coordinator for this RFP is:

100 James Douglas
101 Information Sharing Specialist, SEARCH
102 jdouglas@search.org
103 (916) 212-5978

104 Upon release of this RFP, all communications between prospective vendors and SEARCH
105 concerning this RFP must be directed to the Coordinator. Communication about this RFP
106 between prospective vendors and SEARCH staff other than the Coordinator may result in
107 disqualification of such vendors.

108 **Reliance on Written Communication**

109 Oral communication between SEARCH and prospective vendors is unofficial and non-binding on
110 SEARCH. Vendors may rely only on written information issued by the Coordinator.

111 SEARCH will post all written information and correspondence with prospective vendors on the
112 same Website at which this RFP was originally posted. It is the responsibility of each prospective
113 Vendor to visit the Website to find information posted by SEARCH. SEARCH will make no effort
114 to contact prospective vendors to inform them of written communication posted to the Website.

115 SEARCH will remove the names of prospective Vendor firms and individuals, along with their
116 contact information, from any written communication. However, by submitting a question to
117 SEARCH, prospective vendors acknowledge and accept that SEARCH is not liable for third
118 parties' usage of written communication to identify prospective vendors.

119 **Vendor Questions Invited**

120 SEARCH invites questions from prospective vendors regarding this RFP. Such questions are
121 intended to help SEARCH clarify RFP requirements, and communicate additional useful
122 information about the NIEM UML Profile Implementation development effort.

123 In their questions, vendors should make reference to information in this RFP by line number(s) to
124 facilitate SEARCH's response and to ensure clear communication.

125 Vendors should review publicly available information about SEARCH and NIEM prior to
126 submitting questions. This information is available at <http://www.search.org>, as well as
127 <http://www.niem.gov>.

128 Following the milestone established for the receipt of questions, SEARCH will post its responses
129 to the same Website at which this RFP was originally posted. It is the responsibility of each
130 prospective Vendor to visit the Website to view the responses.

131 **Vendor Complaints Regarding RFP Requirements**

132 If a prospective Vendor believes that any requirement in this RFP unduly or unfairly restrains
133 competition, then the Vendor must state such belief in writing to the RFP Coordinator prior to the
134 milestone established for submission of questions. The statement should reference specific
135 language in the RFP by line number(s).

136 SEARCH will evaluate all such complaints and will respond, in writing, to the complaining Vendor
137 only, in advance of the milestone established for posting of responses to questions. SEARCH
138 may, in its sole discretion, determine that it is in SEARCH's best interests to alter the RFP to
139 address the complaint. SEARCH may also, in its sole discretion, issue amendments to this RFP
140 to address Vendor complaints, or for any other reason.

141 SEARCH's discretion and decisions regarding Vendor complaints and questions are final.

142 **Response Contents and Format**

143 Prospective vendors must submit responses in Microsoft Word (Office 97 version or more recent)
144 or Adobe PDF format (version 6.0 or more recent). Responses must be submitted via email
145 directly to the RFP Coordinator, with documents attached to the email. Information provided in the
146 body of the email, rather than attachments thereto, will be ignored by SEARCH.

147 SEARCH will acknowledge receipt of responses via email, by direct response to the submitter's
148 email, within one (1) business day of receipt.

149 Responses submitted by other means, including but not limited to in-person, fax, or postal
150 delivery, will not be accepted.

151 **Response Presentation and Format Requirements**

152 Prospective vendors may format their response in accordance with their best judgment, keeping
153 in mind that SEARCH must be able to read each response easily.

154 When printed, each response must print clearly in black-and-white on 8.5" x 11" paper.

155 Responses in excess of 30 total printed pages will be disqualified.

156 Responses must clearly identify each requirement in this RFP immediately preceding the
157 Vendor's response to that requirement. Requirements in this RFP are indicated by grey shading,

158 and are of the form “Mandatory/Scored Requirement X.”

159 Responses must be written in English.

160 **Delivery of Responses**

161 The prospective Vendor’s response to this RFP, in its entirety, must be received and
162 acknowledged by the RFP Coordinator in advance of the due date specified in the schedule
163 above. Late responses will not be accepted or considered.

164 **Cost of Response Preparation**

165 SEARCH will not reimburse prospective vendors for any costs incurred in preparation of a
166 response to this RFP.

167 **Waive Minor Administrative Irregularities**

168 SEARCH reserves the right to waive minor administrative irregularities contained in any
169 response. Additionally, SEARCH reserves the right, at its sole option, to make corrections to
170 prospective vendors’ responses when an obvious arithmetical error has been made in the price
171 quotation. Prospective vendors will not be allowed to make changes to their quoted price after the
172 response submission deadline.

173 **Errors in Response**

174 Prospective vendors are liable for all errors or omissions contained in their responses.
175 Prospective vendors will not be allowed to alter response documents after the deadline for
176 response submission. SEARCH is not liable for any errors in responses. SEARCH reserves the
177 right to contact a prospective Vendor for clarification of response contents.

178 **Right to Cancel**

179 SEARCH reserves the right to cancel this RFP at any time, for any reason. Issuing this RFP does
180 not obligate SEARCH to enter into a contract with any Vendor or make any purchases.

181 **Incorporation of Documents into Contract**

182 By submitting a response, prospective vendors acknowledge and accept that the requirements of
183 this RFP and the contents of the Vendor’s response will be incorporated into any contract entered
184 into as a result of this RFP.

185 **No Costs or Charges**

186 By submitting a response, prospective vendors acknowledge and accept that SEARCH shall not
187 be liable for any costs or charges incurred prior to the formal and complete execution of a
188 contract between SEARCH and the successful Vendor.

189 **Non-Endorsement and Publicity**

190 SEARCH’s selection, if any, of a successful Vendor does not imply endorsement of the Vendor’s
191 capabilities, personnel, products, or services. By submitting a response, Vendor agrees to make
192 no reference to SEARCH, its staff, business partners, or granting agencies in any literature,
193 promotional material, brochures, sales presentation, or the like, regardless of method of
194 distribution, without the prior review and explicit written permission of SEARCH.

195 **Withdrawal of Response**

196 After submitting a response, prospective vendors may withdraw such response at any time.

197 Prospective vendors may resubmit a response at any time up until the milestone specified in the
198 solicitation schedule above.

199 **Optional Vendor Debriefing**

200 Prospective vendors, whether successful or unsuccessful, may request a debriefing of the results
201 of SEARCH's review of responses. Vendors must notify the RFP Coordinator via email of a
202 request for debriefing within two (2) business days of the announcement of a successful Vendor.

203 The optional debriefing will not include any comparison between the response and any other
204 responses submitted. However, SEARCH will explain the factors considered in the evaluation of
205 the Vendor's response and the alignment of Vendor's capabilities with the solicitation
206 requirements.

207 **Vendor Requirements**

208 **Vendor Profile**

209 **Mandatory Requirement 1**

210 Prospective Vendor's response must indicate:

- 211 • Legal business name
- 212 • Legal status (corporation, partnership, sole proprietorship, etc.) and state of
213 incorporation, if applicable
- 214 • Year the entity was organized to do business, as it now substantially exists
- 215 • Address, voice and fax telephone numbers, and Internet Website URL for primary
216 correspondence/contact
- 217 • Organizational chart indicating principal corporate organization, and identifying where in
218 the organizational structure the proposed project participants reside
- 219 • Names and titles of principal officers

220 **Vendor Points of Contact**

221 **Mandatory Requirement 2**

222 Prospective Vendor's response must indicate the name, title, and full contact information for the
223 point of contact regarding this RFP.

224 Prospective Vendor's response must indicate the name, title, and full contact information for the
225 staff member with accountability and the ability to obligate the Vendor for the development project
226 envisioned by this RFP.

227 **Acknowledgment of Terms and Conditions**

228 SEARCH intends to manage the NIEM UML Profile Implementation development effort as
229 follows:

- 230 1. SEARCH will maintain an ongoing list of potential NIEM UML Profile Implementation
231 features. SEARCH, not the Vendor, is responsible for maintaining this list. While
232 SEARCH would welcome suggestions as to potential new features from the Vendor,
233 SEARCH will not compensate Vendor for time researching or evaluating potential
234 features unless previously agreed in writing by SEARCH and Vendor.

- 235 2. In maintaining the list of NIEM UML Profile Implementation features, SEARCH will seek
236 input and advice from key stakeholders, such as the NIEM Technical Architecture
237 Committee (NTAC), the Project Manager for the Information Sharing Environment (PM-
238 ISE), the Bureau of Justice Assistance (BJA), and SEARCH staff. Vendor will take
239 direction only from SEARCH.
- 240 3. The Vendor will perform work in two-week increments called "iterations." An iteration
241 starts on a Saturday and ends fourteen (14) days later on a Friday.
- 242 4. On the last day of an iteration, SEARCH and the Vendor project team will meet to select
243 features from the list for implementation during the next iteration. SEARCH expects these
244 meetings to occur via telephone and Web-enabled conference service, the costs of which
245 will be borne by SEARCH (not including telephones, workstations, and broadband
246 Internet access at Vendor's site necessary to participate).
- 247 5. For the first iteration under the contract, the planning session referenced in #4 above will
248 occur as part of contract finalization.
- 249 6. Once the features are selected for implementation, Vendor will provide within one (1)
250 business day a firm, fixed-price bid for implementing each feature. After receiving the bid
251 from the Vendor, SEARCH may adjust the scheduled features, in order to reduce the
252 price, or for any other reason. Vendor will have an opportunity to provide a new fixed-
253 price bid after any changes in the scheduled features. Once agreement is reached
254 between SEARCH and Vendor, they will execute a work order via email formalizing the
255 agreement.
- 256 7. "Implementation" of features includes the following:
- 257 a. Writing of source code, in accordance with the technical specifications below.
- 258 b. Development of tests that demonstrate proper functioning of each component within
259 the NIEM UML Profile Implementation.
- 260 c. Continuous (daily) integration of new source code into the code base, including fully
261 automated (unattended) building of executables from source, execution of tests, and
262 reporting of results.
- 263 8. On the final day of the iteration, SEARCH and the Vendor project team will meet for a
264 review of progress, documentation of lessons learned, and a formal decision from
265 SEARCH to continue the project for another iteration. If the decision is to continue
266 development, then SEARCH and the Vendor project team will repeat steps 4, 5, and 6.
- 267 9. If Vendor fails to implement a promised feature by the last day of the iteration, then
268 Vendor will not receive payment for any resources expended in (partial) development of
269 that feature. SEARCH may, at its sole discretion, schedule such a feature for inclusion in
270 a future iteration's scope.
- 271 10. Vendor will invoice for each iteration's work upon SEARCH acceptance of iteration
272 results.
- 273 11. Either SEARCH or Vendor may terminate the contract resulting from this RFP on the last
274 business day of any month, with or without prior notification to the other party.

275 In addition, the following terms and conditions will apply throughout the project:

- 276 • SEARCH and the Vendor project team will meet weekly for up to thirty (30) minutes to
277 review progress. Additional meetings will be scheduled as necessary. These meetings

278 will take place via telephone and Web-enabled conference as necessary. The cost of
279 Vendor participation in these meetings will be factored into Vendor's bid for the iteration
280 features.

281 • Vendor must be available for communication and consultation between the hours of
282 8:00AM PT to 5:00PM PT, whether the current time is Standard or Daylight.

283 • Vendor agrees to permit SEARCH to inspect any and all source code artifacts,
284 documentation, scripts, tests, and the like, at any point during the project. At a minimum,
285 Vendor will provide SEARCH with a zip archive file containing all artifacts upon
286 SEARCH's request at any time.

287 • While Vendor will store and maintain source code at its facility, Vendor acknowledges
288 and accepts that deliverables and artifacts, including but not limited to source code,
289 documentation, scripts, tests, and the like, are developed as "works for hire" and are the
290 property of SEARCH from the moment they are created.

291 • At the termination of the contract resulting from this RFP, Vendor will transfer possession
292 of all deliverables and artifacts developed under such contract to SEARCH, and will
293 destroy all copies in the Vendor's possession.

294 **Mandatory Requirement 3**

295 Prospective Vendor's response must acknowledge and accept each and every one of these
296 terms and conditions, and acknowledge Vendor's commitment to enter into a contract with
297 SEARCH that specifies these terms and conditions. A response that does not acknowledge and
298 accept each and every one of these terms and conditions will be deemed non-compliant with this
299 mandatory requirement, and will be disqualified from further consideration.

300 **Acceptance of Technical Specifications**

301 1. The Tool will be developed in the Java programming language, using the Java 2 Standard
302 Edition platform, version 1.6 or higher.

303 2. The Tool will consist of a set of "plug-ins" to the Eclipse rich client platform, version 4.2, as
304 defined at <http://www.eclipse.org>. SEARCH intends to make it available as a single download
305 (Java virtual machine downloaded separately from java.sun.com), and as a separate plug-in
306 that can be installed into a separate Eclipse installation.

307 3. Tool development will require use of the Eclipse Modeling Framework (EMF) and UML
308 metamodels available in the Eclipse framework, unless mutually agreed between SEARCH
309 and the contractor.

310 **Mandatory Requirement 4**

311 Prospective Vendor's response must acknowledge and accept these technical specifications, and
312 acknowledge Vendor's commitment to constrain its development approach in accordance with
313 them. A response that does not acknowledge and accept these technical specifications will be
314 deemed non-compliant with this mandatory requirement, and will be disqualified from further
315 consideration.

316 **Vendor Qualifications**

317 **Mandatory Requirement 5**

318 Prospective Vendor's response must include résumé(s) of the Vendor's proposed project team.

319 The team must include at least one (1) full-time Java developer. The team will include a “team
320 lead” role; this team member will be responsible for project management and coordination on the
321 Vendor team. The team lead will be the primary point of contact for SEARCH on the project. The
322 team lead must have at least five (5) years of experience working on the Java platform. Additional
323 developers, if any, must have at least one (1) year of experience working on the Java platform.

324 **Scored Requirement 1 – 25 pts.**

325 Prospective Vendor’s response must describe its experience and qualifications as they relate to
326 the technical specifications listed above, especially as related to the Java programming language
327 and Eclipse platform. The response must highlight those aspects of the proposed project team’s
328 résumé(s) most relevant to the technical specifications and requirements (i.e., experience on
329 projects that had similar technical/application requirements, whether in the public safety / justice
330 domain or not).

331 **Scored Requirement 2 – 25 pts.**

332 Prospective Vendor’s response must describe its experience and qualifications as they relate to
333 the project management approach and software development methodology inherent in the “terms
334 and conditions” listed above. The response must highlight those aspects of the proposed project
335 team’s résumé(s) most relevant to this project management approach and software development
336 methodology. The response should go beyond merely stating that a particular agile methodology
337 was used; Vendor must demonstrate that its team followed the guidelines of that methodology on
338 significant past projects.

339 The response should describe at least one (1) project delivered successfully by the Vendor in the
340 past, using a similar approach/methodology. The response should provide the name and contact
341 information of a contact person who can verify Vendor’s successful delivery of the project by the
342 Vendor using a similar approach/methodology.

343 **Scored Requirement 3 – 20 pts.**

344 Prospective Vendor’s response must describe its experience and qualifications in the areas of
345 public safety business analysis, information exchange design and implementation, and
346 architecture. This experience and qualifications can include prior projects in the law enforcement,
347 courts, corrections, probation, parole, motor vehicle administration, prosecution, and first-
348 responder domains. Vendor’s response should identify team members’ familiarity with the
349 National Information Exchange Model (NIEM).

350 **Scored Requirement 4 – 20 pts.**

351 Prospective Vendor’s response must provide the name, organization, mailing address, email
352 address, and telephone contact information for two (2) references for whom Vendor has
353 successfully completed a similar project. (“Similar project” means a project that used similar
354 technologies, addressed a similar business problem [implementing a UML or EMF profile],
355 supported a similar domain [justice, public safety], or any/all of these.) One of these references
356 may be the same individual and/or organization provided in accordance with Scored Requirement
357 2 above.

358 **Financial Quote**

359 **Scored Requirement 5 – 10 pts.**

360 Prospective Vendor’s response must state the hourly rate for each of the team members
361 described in Mandatory Requirement 5 above. A response may, but need not, state the same
362 hourly rate for each team member (if multiple team members are proposed). This hourly rate is
363 inclusive of all expenses and will be the only basis of payment by SEARCH to Vendor.

364 **Evaluation Process**

365 **Overview**

366 The successful Vendor will be the prospective Vendor that:

- 367 1. Meets all the mandatory requirements of this RFP, and
368 2. Scores the highest on Financial Quote and Vendor Qualifications criteria.

369 **Administrative Screening and Mandatory Requirements**

370 Upon receipt of a Vendor's response, SEARCH will review such response for compliance with all
371 mandatory requirements of the RFP, including timely submission in the proper format. Any
372 response not complying with each and every mandatory requirement will be excluded from further
373 consideration. Vendors are responsible for careful review of their responses, prior to submission,
374 to ensure that each mandatory requirement has been adequately addressed.

375 **Scoring**

376 A team of evaluators will be convened by SEARCH to review scored requirements. A weighting,
377 based on a maximum point value, will be given to each of the five (5) scored requirements as
378 shown above, for a total potential score of 100.

379 Financial Quote will be scored as follows:

380
$$\text{Vendor score} = 10 \times (\text{highest cost} - \text{Vendor cost}) / (\text{highest cost} - \text{lowest cost})$$

381 Where "cost" is the average of the hourly rates provided under Scored Requirement 5
382 above.