

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

REQUEST FOR QUOTATIONS

ACQ – 2016-0505-RFQQ

Virtual Tape Library (VTL)

1 PURPOSE

The Administrative Office of the Courts (AOC) is initiating this Request for Qualifications and Quotes (RFQQ) to solicit responses from organizations (vendors) interested in providing a two (2) Virtual Tape Library (VTL) Systems for real time backup of its IBM z/OS and Windows servers to a replicated Disaster Recovery Host Site. Along with Hardware, Software and Support Services, as specified in this procurement.

2 CURRENT ENVIRONMENT

The AOC provides support services to state, county, and city courts throughout the state including the Supreme Court (SC), Court of Appeals (COA), Superior Courts, and Courts of Limited Jurisdiction (District and Municipal Courts).

The AOC's Information Systems Division (ISD) is responsible for development and maintenance of computer applications.

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

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

3 RFQQ ADMINISTRATION AND INSTRUCTIONS TO VENDORS

3.1 RFQQ COORDINATOR

Upon release of this RFQQ, all vendor communications concerning this acquisition must be directed to the RFQQ Coordinator listed below. Unauthorized contact regarding the RFQQ with other state employees

may result in disqualification. Any oral communications will be considered unofficial and non-binding on the State. Only written statements issued by the RFQQ Coordinator may be relied on.

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1206 Quince Street SE
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Olympia, Washington 98504-1170
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Telephone: (360) 705-5269

3.2 RFQQ SCHEDULE:

RFQQ released May 4, 2016
Responses due no later than 3 p.m.....May 24, 2016
Successful vendors announced..... May 25, 2016
Vendor Debriefing..... May 25-27, 2016
Protest Period.....May 31 – June 2, 2016
Contract awarded June 6, 2016

3.3 RFQQ QUESTIONS

Specific questions concerning the RFQQ should be submitted to the RFQQ Coordinator in writing by fax, email or hand delivery.

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

3.4 RESPONSE FORMAT

Vendors must submit their responses electronically in Word or PDF format to the e-mail address indicated above.

3.5 RESPONSE REQUIREMENTS AND CONTENT

Vendors must respond to each question/requirement contained in Exhibit A, Vendor Response. As long as each response is complete, Vendors may submit multiple responses.

3.6 RESPONSE DATE AND LOCATION

The vendor's response, in its entirety, must be received by the RFQQ Coordinator in Olympia, Washington, in accordance with the schedule contained in Subsection 3.2 above. Late responses will not be accepted and will be automatically disqualified from further consideration.

Vendors assume the risk of the method of dispatch chosen. The AOC assumes no responsibility for delays caused by the U.S. Postal Service, state mail delivery systems, or any other party. Postmarking by the due date will not substitute for actual receipt. Late responses will not be accepted, nor will additional time be granted to any vendor. Responses may be delivered by mail, courier, hand-delivery, facsimile transmission or email.

3.7 COSTS OF PREPARING RESPONSES

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

3.8 RESPONSES PROPERTY OF THE AOC

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

3.9 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

All responses received shall remain confidential until the evaluation is completed and the vendor is selected and approved and a contract signed. Thereafter responses shall be deemed public administrative records as defined in Supreme Court General [Rule GR 31.1](#).

Any information contained in the response that is considered by the vendor proprietary and exempt from disclosure under specified provisions of [Rule GR 31.1](#) must be clearly designated by a transmittal letter identifying the portions claimed exempt by page noting the particular basis for each such exemption. Failure to include such a transmittal letter in a response will be deemed a waiver by a vendor of any assertion of exemption from disclosure of any portion of their response. In addition to the transmittal letter, each page claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed in the lower right hand corner of the page. Any claim by a vendor that the entire proposal is exempt from disclosure will not be honored.

If a request is made to view or obtain a copy of a vendor's response, the AOC will comply with applicable public disclosure requirements. If any information in the response is marked as proprietary, such information will not be made available until the affected vendor has been given an opportunity to seek an injunction or restraining order against the requested disclosure.

3.10 RFQQ AMENDMENTS/CANCELLATION/REISSUE/REOPEN

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

3.11 MINOR ADMINISTRATIVE IRREGULARITIES

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

3.12 INABILITY TO ENTER CONTRACT

The AOC reserves the right to eliminate from further consideration any vendor that the AOC, because of legal or other considerations, is unable to contract with at the time responses are due in accordance with the schedule contained in Subsection 3.2 above.

3.13 NO OBLIGATION TO ENTER A CONTRACT

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

The AOC reserves the right to refrain from contracting with any vendor that has responded to this RFQQ whether or not the vendor's response has been evaluated and whether or not the vendor has been determined to be qualified. Exercise of this reserved right does not affect the AOC's right to contract with any other vendor.

The AOC reserves the right to request an interview with any vendor who is a prospective contractor prior to entering a contract with that vendor. If a vendor declines the request for an interview for any reason, the vendor will be eliminated from further consideration.

3.14 MULTIPLE CONTRACTS

The AOC reserves the right to enter contracts with more than one vendor as a result of this RFQQ.

3.15 NON-ENDORSEMENT

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

3.16 CONTRACT PAYMENT LIMITATIONS

The Washington State Constitution provides that the state of Washington shall make no advanced payment for goods or services. Therefore, the vendor should anticipate payment at the end rather than the beginning of the invoice period in which it submits any services for which a payment is due. Invoices should be submitted no more often than monthly.

4 RFQQ EVALUATION

4.1 AOC EVALUATION TEAM

An AOC Evaluation Team (Team) of at least three (3) persons will evaluate the responses to this RFQQ. The Team will review the vendor information and prices quoted for the required service. The Team may also consider past contract performance and may factor into the evaluation technical specifications that exceed the required specifications.

4.2 RFQQ CLARIFICATION

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

4.3 RFQQ SCORING

Responses will be scored as follows:

Items will be scored according to the following scoring criteria.

- The vendor must respond to Exhibit A as requested.
- The vendor must meet the requirements in Exhibit B and submit a statement setting forth how the Exhibit B's service requirements will be met.
- Reference checks will be checked and scored on a pass/fail basis.
- The lowest proposed cost will receive the most points as long as the response requirements in Exhibits A and the service requirements B have been met.

5 POST EVALUATION

5.1 NOTIFICATION OF SELECTION OF APPARENTLY SUCCESSFUL VENDORS

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

5.2 DEBRIEFING OF UNSUCCESSFUL VENDORS

Vendors who submitted responses that were not selected will be given the opportunity for a debriefing conference. A request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the notification to unsuccessful vendors is faxed or e-mailed to vendors. The debriefing must be held within three (3) business days of the request.

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

5.3 PROTEST PROCEDURES

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

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

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

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

Upon receipt of a protest, a protest review will be held by the AOC to review the procurement process utilized. This is not a review of responses submitted or the evaluation scores received. The review is to insure that procedures described in the procurement document were followed, all requirements were met, and all vendors were treated equally and fairly.

Protests shall not be accepted prior to selection of the apparent successful vendor. Only submitters who attend a debriefing can submit a protest. Protests must be received within five (5) business days from the date of the notification of the apparent successful vendor. The Administrator or assigned delegate will then consider all the information available to her/him and render a written decision within five (5) business days of receipt of the protest, unless additional time is required. If additional time is required, the protesting party will be notified of the delay.

5.4 GENERAL TERMS AND CONDITIONS

The vendor selected will be expected to enter into a contract with AOC which is substantially the same as the contract posted at our procurement site at:

<http://www.courts.wa.gov/procure/vendorinfo/standcontract.doc>

In no event is a vendor to submit its own standard contract terms and conditions as a response to this RFQQ.

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EXHIBIT A -- VENDOR RESPONSE

Please see separate document for contents of Exhibit A – Vendor Response

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EXHIBIT B -- REQUIREMENTS

B.1 BASIC REQUIREMENT

The AOC is seeking a Virtual Tape Library (VTL) Solution for use at its data center and contracted hot site for the purposes of backing and resorting its data center hardware and applications. The AOC must pay its Disaster Recovery vendor a per cabinet fee, so we are looking for a single cabinet solution to minimize costs.

B.2 TRADE IN

The AOC currently has an IBM TS7740 and TS3500. Please indicate the trade-in value and/or removal options of the equipment and existing tapes. Serial numbers are available from the RFQQ coordinator if needed.

B.3 OPERATIONAL SUPPORT

The Vendor must describe any operational support services available to AOC for normal operation, disaster recovery tests, and in the event of disaster. If there are additional costs for this support, they must be identified.

B.4 HOT SITE / DISASTER RECOVERY

Describe the process required when conducting Disaster Recovery Test.

B.4.1 What is required upon arrival at the Hot Site to active a point in time restore?

B.4.2 What is required to access specific point in time backups?

B.4.3 After completion of the test or when returning to normal operations after a disaster, what is required to return the Hot Site copy to normal operations?

B.5 SERVER SUPPORT

Solution must support mainframe data backup as well as CIFS, NFS and NDMP backup. Describe how the solution supports each of those backup types.

B.6 CURRENT SPACE REQUIREMENTS

The AOC is currently backing up approximately 270TB of data on its current Tape library. The proposed solution must be delivered to support its five year growth estimate (approximately 20% per year) in a Single Frame:

| | |
|--------|--------|
| Today | 270 TB |
| Year 1 | 324 TB |

| | |
|--------|--------|
| Year 2 | 479 TB |
| Year 3 | 574 TB |
| Year 4 | 690 TB |
| Year 5 | 830 TB |

Describe how the proposed solution will meet these requirements. Also describe the physical requirements of the equipment (floor space needs, power needs, etc.).

B.7 FUTURE SPACE REQUIREMENTS

Describe the growth opportunities of the proposed solution past the five years. Also describe the physical requirements of the equipment (floor space needs, power needs, etc.).

B.8 FAILURE TO GROW

In the event the solution does not provide the anticipated compression and/or de-duplication rates needed to achieve our storage requirements, please describe what commitments will be provided to the AOC so the data can continued to be backed up.

B.9 GENERAL TECHNICAL REQUIREMENTS

B.9.1 The system must be able to emulate 3490 and optionally 3590 tape drives.

B.9.2 The system must be compatible to with IBM RMM Tape Management System. Describe which Tape Management Systems are fully supported in the z/OS and Windows platforms..

B.9.3 The system must not require changes to any current application.

B.9.4 The system must support all IBM mainframe tape media processing, including but not limited to processing of multi-volume/multi-file tape data sets.

B.9.5 The system must provide some type of remote support facility.

B.9.6 Tape pooling must not be a requirement.

B.9.7 The system must support tape data compression, such as IDRC, the tape file side data should be in compressed format. Describe the format type of the file-side data, i.e. standard AWS, HET, and the version of the standard.

B.9.8 The system must be capable of reporting exceptions, such as VTL component failures and attached subsystem exceptions (e.g. low threshold open systems storage condition). These exceptions need to be reported to the z/OS syslog or console as well as to (or via) the RSF.

B.9.9 Describe options for built in redundancy at the component and subsystem level.

B.9.10 The system must support minimum backend storage connections of 1GB copper or 10GB multi-mode OM3 fiber. Describe your available options.

- B.9.11 Connection to the mainframe must support FICON Express LX - 1.75 (RPQ=2319 and CCIN=QD2V) on our current mainframe and FICON Express8S LX.
- B.9.12 Describe the throughput supported by the VTL FICON interfaces.
- B.9.13 Describe effective throughput supported by the proposed VTL solution.
- B.9.14 Describe the VTL remote access feature components and how they work.
- B.9.15 Describe how the VTL can be directly controlled from the mainframe (e.g., batch job, or VTL command interface).
- B.9.16 Describe options to generate reports concerning the inventory of virtual tapes and backend storage utilization. Provide a list of these options and indicate if they can be executed from the mainframe and the reports sent back to the mainframe via a batch job interface.
- B.9.17 Describe the process used by the VTL to expire/scratch virtual tapes that have been marked by the mainframe tape management system (TMS) to be expired/scratched. Is the space they used immediately freed or can it be maintained, and for how long, under what circumstances?
- B.9.18 Describe the process that is used to un-scratch/unexpire a virtual tape that has not been overwritten.
- B.9.19 Describe how the VTL manages backend storage, including scratch tape space, free space, active data space, etc. Including backup and recovery procedures and adding additional space to the library.
- B.9.20 Describe how the VTL releases storage space occupied by a scratch tape, so that it is no longer recoverable by standard recovery procedures.
- B.9.21 Describe how the VTL manages backend storage, including scratch tape space, free space, active data space, etc.
- B.9.22 Describe the process that you would recommend for the migration of virtual volumes from the current VTL to the proposed VTL. Plans will be rated by lowest risk, least disruption, fastest and easiest implementation.

B.10 POWER REQUIREMENTS

Provide details on power specifications of the proposed solution. Our current APC StructureWare data center racks provide 208V power connections with the use of C13/C14 power cables.

B.11 SUPPORT

The vendor must provide technical support to assist in and expedite the installation of the equipment, components, configuration, and service to exploit the architecture and the hardware environment proposed for the VTL. Technical support must be available to the AOC for a period of 90 days after the final acceptance date of the proposed VTL. Describe a Customer Assistance Plan to provide such technical assistance, which should consist of, but not be limited to:

- Selection and ordering of the products
- Installation through system generation, IOCP load, IPL, system installation verification, acceptance testing through production cutover to the proposed equipment.
- Decisions regarding system design and configuration.

- Identification of pre and co-requisite ECs, PTFs, MES and any additional equipment options, features and RPQs necessary for the successful installation and use of the equipment.

B.12 PERFORMANCE

B.12.1 Each of the VTL's shall have two FICON Adapters running at least 350+MB/s to the host system(s)

B.12.2 Each of the VTL's shall have two 10 GB/s connections to each other across the WAN.

B.13 ONGOING SUPPORT

Twice a year, for the life of the equipment, a vendor solutions expert must analyze the current usage of the solution and verify the equipment is running optimally and performing as advertised. This can be performed onsite or remotely.

B.14 SOFTWARE UPDATES

For the life of the equipment, the vendor must provide software updates to the equipment at no additional charge. If additional equipment is required for the software updates (i.e. additional memory), it must also be provided at no additional charge.

B.15 CONVERSION

The vendor must be onsite at our first disaster recover test to ensure the data is accessible in a timely manner.

B.16 EQUIPMENT MAINTENANCE

The Vendor must provide five years of maintenance and support for this equipment.

B.17 VOLUME LIMITATIONS

There must be no limit to the number of tape volumes that can be allocated to the system.

B.18 ENCRYPTION

The equipment must be fully installed with Encryption at rest fully implemented. If any special equipment and/or software is required to implement Encryption it must be identified and included in the response. Data transfers between the VTLs must be encrypted. Any key management required for this mandatory component must be fully delivered and included in the proposal. This includes Hardware, Software, and Support Services to implement.