**STATE OF WASHINGTON**

**ADMINISTRATIVE OFFICE OF THE COURTS**

**1206 Quince Street SE**

**Post Office Box 41170**

**Olympia, Washington  98504-1170**

# REQUEST FOR QUOTATIONS

**ACQ – 2014-1216-RFQ**

**CPU Replacements**

## 1 PURPOSE

The Administrative Office of the Courts (AOC) is initiating this Request for Quotations (RFQ) to solicit responses from firms or other independent contractors (vendor) interested in providing IBM CPU Replacements with five (5) years of standard 24x7 support.

## 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.

## 3 RFQ ADMINISTRATION AND INSTRUCTIONS TO VENDORS

### 3.1 RFQ COORDINATOR

Upon release of this RFQ, all vendor communications concerning this acquisition must be directed to the RFQ Coordinator listed below. Unauthorized contact regarding the RFQ 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 RFQ Coordinator may be relied on.

Dennis Longnecker
Administrative Office of the Courts
1206 Quince Street SE
P. O. Box 41170
Olympia, Washington 98504-1170
E-mail: Dennis.Longnecker@courts.wa.gov
Telephone: (360) 705-5269

### 3.2 RFQ SCHEDULE:

RFQ released .....December 16, 2014
Responses due no later than 3 p.m..... … December 19, 2014
Successful vendors announced.....December 19, 2014
Vendor Debriefing..... December 22-24, 2014
Protest Period..... December 26-30, 2014
Contract awarded .....December 30, 2014

### 3.3 RFQ QUESTIONS

Specific questions concerning the RFQ should be submitted to the RFQ 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 RFQ 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 RFQ**.**

## 3.8 RESPONSES PROPERTY OF THE AOC

All responses, accompanying documentation and other materials submitted in response to this RFQ 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 records as defined in chapter 42.56 RCW.

Any information contained in the response that is considered by the vendor proprietary and exempt from disclosure under specified provisions of chapter 42.56 RCW 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 RFQ AMENDMENTS/CANCELLATION/REISSUE/REOPEN

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

## 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 RFQ 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 RFQ 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 RFQ.

### 3.15 NON-ENDORSEMENT

The selection of a vendor pursuant to this RFQ 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 RFQ EVALUATION

### 4.1 AOC EVALUATION TEAM

An AOC Evaluation Team (Team) of at least three (3) persons will evaluate the responses to this RFQ. 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 RFQ 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 RFQ SCORING

Responses will be scored as follows:

Items will be scored according to the following scoring criteria.

- The vendor must meet the requirements in Exhibit A.
- The lowest proposed cost for will receive the most points.

## 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 RFQ 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 RFQ 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 RFQ 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 RFQ 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 RFQ.

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**EXHIBIT A -- VENDOR RESPONSE**

Vendors must provide the information below.

1. Vendor Name.

3. Contact name, address, telephone number, e-mail address and fax number.

4. Describe the legal status of vendor, e.g., corporation, sole proprietor, etc.

5. Provide the vendor's Uniform Business Identifier (UBI) number. Information about the UBI can be obtained by calling the Washington State Department of Licensing, or by visiting its website at: http://www.wa.gov/dol/bpd/ubiprog.htm.

6. Provide a statement that the price quoted in the attached response constitutes a firm offer valid for sixty (60) days following receipt and that the AOC may accept any time within the 60-day period.

7. Provide a statement that no assistance in preparing the response was received from any current or former employee of the state of Washington whose duties relate(d) to this RFQ, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFQ.

8. State if the vendor or any employee of the vendor is related by blood or marriage to an AOC employee or resides with an AOC employee. If there are such relationships, list the names and relationships of said parties. Include the position and responsibilities within the vendor's organization of such vendor employees.

9. State whether any of the individuals proposed is a current state employee or a former state employee during the past two years. State the employing state agency, individual's title at that state agency, and termination date.

10. If the vendor has had a contract terminated for cause during the past five (5) years, describe all such incidents, including the other parties' name, address, and telephone number. Present the vendor's position on the matter. Termination for cause is defined as notice to stop performance or delivery due to the vendor's non-performance or poor

performance, and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the vendor to be in cause. If the vendor has had no such terminations for cause in the past five (5) years, so state. Poor contract performance may cause the vendor to be eliminated from consideration. FAILURE TO DISCLOSE will result in disqualification of the vendor and, if applicable, may be grounds for termination of any contract entered with the vendor.

11. State the purchase cost for the equipment listed in Exhibit B (both configuration 1 and configuration 2 as separate line items).

12. Please provide costs for five (5) years of 24x7 support for each configuration as separate line items.

13. Please provide costs for installation and implementation.

14. State the Trade-In value on the Existing CPU's (contact RFQ coordinator for serial number information). Trade-In includes de-install and shipping.

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**EXHIBIT B -- EQUIPMENT REQUIRED**

The supplied equipment must match the equipment below, or be 100% compatible.

## Configuration #1 – 2828-K04

| Product | Description | Qty |
|---|---|---|
| **2828-H06** | IBM zEnterprise BC12 | 1 |
| **1** | MTU 1 - D | 8 |
| **19** | Manage Firmware Suite | 1 |
| **33** | Service Docs Optional Print | 1 |
| **92** | HMC | 1 |
| **165** | Fanout Airflow | 2 |
| **169** | PCIe Fanout | 2 |
| **400** | PCIe interconnect | 4 |
| **410** | FICON Express8S SX 2 ports | 6 |
| **411** | 10GbE RoCE Express 2 ports | 2 |
| **414** | OSA-Express5S GbE SX 2 ports | 2 |
| **417** | OSA-Express5S 1000BASE-T 2 ports | 2 |
| **1021** | STP Enablement | 1 |
| **1147** | Model H06 | 1 |
| **1603** | 16 GB Mem DIMM (10/feature) | 1 |
| **1903** | 8 GB Memory Capacity Incr | 7 |
| **3008** | BPD Pair Air Model | 1 |
| **3616** | 64 GB Memory | 1 |
| **3863** | CPACF Enablement | 1 |
| **4009** | PCIe I/O Drawer-A | 1 |
| **5776** | CP-K | 4 |
| **5798** | zIIP | 2 |
| **5995** | 4-Way Processor K04 | 1 |
| **6096** | Flat Panel Display | 1 |
| **7921** | Side Covers | 1 |
| **8987** | 14ft 200V 30A 3 Ph Cord | 1 |
| **8P2779** | Migration Offering Machine | 1 |
| **9000** | Multi Order Ship Flag | 1 |

| | | |
|---|---|---|
| **9001** | Multi Order Rec Only Flag-NB | 1 |
| **9004** | Downgraded PUs Per Request | 1 |
| **9161** | M04 Capacity Marker | 1 |
| **9969** | Site Tool Kit | 1 |

## Configuration 2 – 2828-N02

| Product | Description | Qty |
|---|---|---|
| **2828-H06** | IBM zEnterprise BC12 | 1 |
| **1** | MTU 1 - D | 8 |
| **19** | Manage Firmware Suite | 1 |
| **33** | Service Docs Optional Print | 1 |
| **92** | HMC | 1 |
| **165** | Fanout Airflow | 2 |
| **169** | PCIe Fanout | 2 |
| **400** | PCIe interconnect | 4 |
| **410** | FICON Express8S SX 2 ports | 6 |
| **411** | 10GbE RoCE Express 2 ports | 2 |
| **414** | OSA-Express5S GbE SX 2 ports | 2 |
| **417** | OSA-Express5S 1000BASE-T 2 ports | 2 |
| **865** | Crypto Express4S | 4 |
| **1021** | STP Enablement | 1 |
| **1147** | Model H06 | 1 |
| **1600** | 4 GB Mem DIMM (10/feature) | 1 |
| **3008** | BPD Pair Air Model | 1 |
| **3609** | 8 GB  Memory | 1 |
| **3759** | Universal Lift Tool/Ladder | 1 |
| **3863** | CPACF Enablement | 1 |
| **4009** | PCIe I/O Drawer-A | 1 |
| **5779** | CP-N | 2 |
| **5946** | 2-Way Processor  N02 | 1 |
| **6096** | Flat Panel Display | 1 |
| **7921** | Side Covers | 1 |
| **8987** | 14ft 200V 30A 3 Ph Cord | 1 |
| **8P2779** | Migration Offering Machine | 1 |
| **9000** | Multi Order Ship Flag | 1 |
| **9001** | Multi Order Rec Only Flag-NB | 1 |
| **9004** | Downgraded PUs Per Request | 1 |
| **9135** | M03 Capacity Marker | 1 |
| **9969** | Site Tool Kit | 1 |