

**State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM**

RETURN TO:
State Purchasing Bureau
301 Centennial Mall South, 1st Fl
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-2401
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 4313 Z1	April 1, 2013
OPENING DATE AND TIME	PROCUREMENT CONTACT
May 7, 2013 2:00 p.m. Central Time	Mary Lanning/Michelle Musick

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4313 Z1 for the purpose of selecting a qualified contractor to provide a DASD storage solution for the State's z/OS mainframe environment. This Request for Proposal is open only for newly manufactured equipment.

Written questions are due no later than April 16, 2013, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

An OnSite Visit with mandatory attendance will be held on April 15, 2013, 9:00 a.m. at 501 South 14th Street, Lincoln, Nebraska.

Bidder should submit one (1) original and eight (8) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://www.das.state.ne.us/materiel/purchasing/>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something added or deleted.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any officer or agency established by the Constitution of Nebraska.

Agent: A person authorized by a superior or organization to act on their behalf.

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

Amendment: Written correction or alteration.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Asynchronous Operation: A type of operation in which the remote copy function copies updates to the secondary volume of the pair at some time after the primary volume is updated. Channel/device end is returned after the primary is updated.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): A second-stage bid in a public procurement for services.

Bid: The executed document submitted by a bidder in response to a Request for Proposal.

Bid Bond: A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

Bidder: Any person or entity submitting a competitive bid response to a solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, excepting public holidays.

Cache: Memory allocated for fast access; may be used to store control tables or information for remote replication. Usually with a cache storage subsystem, all data will go through cache.

Calendar Day: Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with “Work Day”.

Channel: A path along which signals can be sent; a functional unit, controlled by the processor, that includes the transfer of data between processor storage and local peripheral equipment.

CHPID: Channel Path I.D.

Collusion: A secret agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful or unlawful purpose.

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

Confidential Information: Unless otherwise defined below, “Confidential Information” shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide.

Contract: An agreement between two or more persons to perform a specific act or acts.

Contract Administration: The Management of various facets of contracts to assure that the contractors total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

Contract Management: Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

Contractor: Any person or entity that supplies goods and/or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under “Conversion” as per this RFP.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator’s interest(s) therein.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

DASD (Direct Access Storage Device): A storage peripheral that can respond directly to random requests for information.

Data Sparring: The rebuilding of data lost or destroyed when a drive fails; accomplished by micro code using a spare drive and parity bits. It is not disruptive and is transparent to the user of the data.

DASD Subsystem: A DASD storage control and its attached direct access storage devices.

DCOLLECT: DFSMS Data Collection Facility, a function of access method services, collects stored data set, volume and policy values into a sequential file.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

DFSMS: Data Facility Storage Management Subsystem.

DFSMS/dss (data set services): Primary data mover within DFSMS that is used to move, copy, restore, and dump data at the dataset or volume level.

Documentation: The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Education: See training.

Encryption: The process of transforming data into an unintelligible form in such a way that the original data either cannot be obtained or can be obtained only by using a decryption process.

ESCON: Enterprise Systems Connection Architecture. IBM's ESA/390 computer peripheral interface

Evaluation Committee: A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

Fiber: The physical transmission component of "fiber optics" – a high bandwidth technology that uses light to carry digital information.

Fibre Channel: (Also Fiber Channel) – A serial data transfer architecture developed by a consortium of computer and mass storage device Manufacturers and now being standardized by ANSI. The most prominent Fibre Channel standard is Fibre Channel Arbitrated Loop (FC-AL). FC-AL was designed for new mass storage devices and other peripheral devices that require very high bandwidth. Using optical fiber to connect devices, FC-AL supports full-duplex data transfer rates of 100MBps. FC-AL is compatible with, and is expected to eventually replace, SCSI for high-performance storage systems.

FICON: Short for Fiber Connection, or Fiber Connectivity, IBM's Fiber Optic channel technology that extends the capabilities of its previous fiber optic channel standard, ESCON. Unlike ESCON, FICON supports full duplex data transfers and enables greater throughput rates over longer distances. FICON uses a mapping layer that is based on technology developed for Fibre Channel (see above) and multiplexing technology, which allows small data transfers to be transmitted at the same time as larger ones.

Firmware: Proprietary code that is usually delivered as microcode as part of an operating system.

FlashCopy SE (space efficient): Uses the amount of storage needed by the flashcopy vs. the size of the volume.

F.O.B. Destination: Free on Board. The delivery charges have been included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

Generally Available (GA): A term applied to products formally announced for sale/shipment on a specific date.

Gigabit (Gb): One billion bits.

Gigabyte (GB): One billion bytes.

Hard down: Completely inoperative; no longer responsive.

Hard failure: See "hard down".

Hardware: Machinery and equipment associated with computing devices.

HCD: Hardware Configuration Definition.

HDD (Hard Disk Drive): A computer component that contains a hard disk, along with the magnetic head and drive mechanism used to store and read data from it.

Host: The z/OS Mainframe.

HyperPAV: Allows an alias address to be used to access any base on the same control unit image per I/O base. Also allows different HyperPAV hosts to use one alias to access different bases, reducing the number of alias addresses required to support a set of bases in a System z environment with no latency involved in targeting an alias to a base.

Installation Date: The date when the procedures described in "Installation by Contractor, and Installation by State", as found in the RFP, are completed.

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under the contract.

Mandatory: Required, compulsory or obligatory.

Manufacturer: The entity manufacturing the proposed products, not necessarily the Bidder, (as defined by the brand name appearing on the system unit and in all supporting manuals and documentation)

May: Denotes discretion.

Microcode: Coded instructions that are stored permanently in read-only memory. Same as firmware.

Module: A collection of routines and data structures that perform a specific function of the Licensed Software.

Multiple Allegiance: Multiple concurrent access to the same volume across multiple systems.

Must: Denotes the imperative, required, compulsory or obligatory.

NVS (Nonvolatile Storage): A storage resource which stores modified data in a control unit. This resource incorporates a battery backup to avoid data loss in the event of a power failure.

OEM: Original Equipment Manufacturer.

Opening Date: Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with "Release Date".

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State's Licensed Software on the State's CPU's, programming, and/or executing the State's programs and Licensed Software on the contractor's CPU's or any mix thereof.

Outsourcing Company: A company that provides Outsourcing Services under contract to the State.

Performance Bond: A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point-in-time: A copy services function that can quickly copy data from a source location to a target location without adversely affecting I/O performance

Pre-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

Product: A module, a system, or any other software-related item provided by the contractor to the State.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any “Critical Program Error.”

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total of all software, documentation, and services to be provided by the contractor under this contract.

Proposal: The executed document submitted by a bidder in response to a Request for Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

RAID: Redundant Arrays of Independent (or Inexpensive) Disks.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the contractor.

Release Date: Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with “Opening Date”.

Renewal: Continuance of a contract for an additional term after a formal signing by the parties.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

Responsible Bidder: A bidder who has the capability in all respects to perform fully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms in all respects to the solicitation document.

RMF: z/OS Resource Measurement Facility.

Shall: Denotes the imperative, required, compulsory or obligatory.

Should: Indicates an expectation.

SMF: System Management Facilities; a z/OS component.

Software: Programs that control computer hardware.

Soft failure: An equipment failure recoverable via redundancy or microcode. The user is not impacted; the recovery process is transparent.

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Solicitation Document: Request for Proposal.

Specifications: The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

SSD (Solid State Drive): A storage device that stores persistent data on solid-state flash memory.

System: Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the contractor as functioning or being capable of functioning as an entity.

Terabyte (TB): One trillion bytes.

Termination: Occurs when either party pursuant to a power created by agreement or law puts an end to the contract. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Tiered storage: The assignment of different categories of data to different types of storage media in order to reduce total storage cost. Categories may be based on levels of protection needed, performance requirements, frequency of use, and other considerations. Since assigning data to particular media may be an ongoing and complex activity, some vendors provide software for automatically managing the process based on a company-defined policy.

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Training: Activities or deliverables designed to enable end users to learn and use new processes, procedures, systems and other tools efficiently and effectively in the performance of their work; includes instruction, documentation and communications. Synonymous with Education.

Upgrade: Any improvement or change in the Software that improves or alters its basic function.

UPS: Uninterruptible Power Supply.

Vendor: An actual or potential contractor; a contractor.

Will: Denotes the imperative, required, compulsory or obligatory.

zHPF: High Performance Ficon. Supports more than one track's worth of data in a single transfer.

z/OS: The 64-bit operating system for IBM's zSeries mainframe servers.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4313 Z1 for the purpose of selecting a qualified contractor to provide a DASD storage solution for the State’s z/OS mainframe environment. This Request for Proposal is open only for newly manufactured equipment.

A contract resulting from this Request for Proposal will be issued for a period of four (4) years effective following the successful migration of all data to the new storage units. The State will have an option to renew for five (5) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	April 1, 2013
2.	Mandatory OnSite Visit Location1: Department of Administrative Services Office of the CIO 501 South 14th Street Lincoln, NE 68508 Location 2: To be provided <i>* Registration Advisement: Bids will only be accepted from those Companies/Firms which properly register their attendance at this site visit by completing all of the required information on the State Registration Sheet.</i>	April 15, 2013 Location 1: 9:00 AM Central Time Location 2: 2:00 PM Central Time
3.	Last day to submit written questions after OnSite Visits	April 16,2013
4.	State responds to written questions through Request for Proposal “Addendum” and/or “Amendment” to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	April 22, 2013
5.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	May 7, 2013 2:00 PM Central Time
6.	Review for conformance of mandatory requirements	May 7, 2013
7.	Evaluation period	May7, 2013 through May 21, 2013
8.	“Oral Interviews/Presentations and/or Demonstrations” (if required)	June 4, 2013 through June 6, 2013
9.	Post “Letter of Intent to Contract” to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	June 7, 2013
10.	Contract award	July 1, 2013
11.	Contractor start date	July 1, 2013

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Mary Lanning/Michelle Musick
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: matpurch.dasmat@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing a DASD storage solution for the State's z/OS mainframe environment at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations;

3. state staff and/or contractor staff present at the mandatory site visit when recognized by the State Purchasing Bureau staff facilitating the site visit for the purpose of addressing questions; and
4. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4313 Z1; Mainframe DASD Storage Questions". It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Mary Lanning/Michelle Musick, showing the total number of pages transmitted, and clearly marked "RFP Number 4313 Z1; Mainframe DASD Storage Questions".

Written answers will be provided through an addendum to be posted on the Internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

E. MANDATORY SITE VISITS

A site visit for the purpose of a walk-through of the State's physical facilities will be held on the date, time and location shown in the Schedule of Events. Following the walk-through at the State's primary site the bidders will do a site visit of the State's secondary site. Once we receive notification of attendance, the State will provide addresses and parking instructions. The attendees will be responsible for transportation between sites. Attendance at the site visit is mandatory in order to submit a proposal. Bidders will have an opportunity to ask questions during these walk-throughs to assist in the clarification and understanding of the physical requirements for the proposal and to ensure that the State's facilities are adequate for all proposed equipment. The State will make every reasonable attempt to answer those questions before the end of the site visit. Bidders attending the site visit may submit further questions in writing for questions which the bidder requires an official written response as shown in the Schedule of Events.

Written answers to written questions along with a list of site visit attendees will be provided through an addendum to be posted on the Internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events. Verbal responses provided during the site visit shall not be binding on the State of Nebraska.

1. NOTIFICATION OF INTENT TO ATTEND MANDATORY ONSITE VISITS

Notification of attendance should be submitted to the State Purchasing Bureau via e-mail (matpurch.dasmat@nebraska.gov), facsimile (402-471-2089), hand delivery or US mail by the date shown in the Schedule of Events. Potential bidders should utilize the "Notification of Intent to Attend OnSite Visits" (see Form B) that accompanies this document to the contact person shown on the cover page of the Request For Proposal

Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

G. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and eight (8) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

H. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

I. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

J. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

K. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Executive Summary;
2. Corporate Overview shall include but is not limited to;
 - a. the ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;

- e. such other information that may be secured and that has a bearing on the decision to award the contract;
3. Technical Approach; and
4. Cost Proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

L. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

M. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Signed, in ink Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal.

N. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

P. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. rejection of a bidder's proposal;
2. suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

A. GENERAL

Accept
& Initial

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor's Proposal;
4. Amendments to RFP and any Questions and Answers;
5. The original RFP document and any addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) The signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) The original RFP document and any addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept
& Initial

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at:
<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at:
<http://www.das.state.ne.us/materiel/purchasing/agencyervicesprocurementmanual/ProtestGrievanceProcedureForServices.doc>

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept
& Initial

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

Accept
& Initial

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept
& Initial

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept
& Initial

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, and the Board of Regents on behalf of the University of Nebraska Medical Center as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

- c. **COMMERCIAL AUTOMOBILE LIABILITY**
Bodily Injury/Property Damage \$1,000,000 combined single limit
- d. **UMBRELLA/EXCESS LIABILITY**
Over Primary Insurance \$1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2089). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

Accept
& Initial

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

Accept
& Initial

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

Accept
& Initial

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept
& Initial

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept
& Initial

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

Accept
& Initial

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

Accept
& Initial

N. ERRORS AND OMISSIONS

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

Accept
& Initial

O. BEGINNING OF WORK

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

Accept
& Initial

P. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Accept
& Initial

Q. ASSIGNMENT BY THE CONTRACTOR

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

Accept
& Initial

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

Accept
& Initial

S. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

Accept
& Initial

T. ATTORNEY'S FEES

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

Accept
& Initial

U. ADVERTISING

Accept
& Initial

The contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

Accept
& Initial

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

Accept
& Initial

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

X. NOTIFICATION

Accept
& Initial

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

The contract may be terminated as follows:

Accept
& Initial

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g. contractor intentionally discloses confidential information;
 - h. contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

Accept
& Initial

AA. BREACH BY CONTRACTOR

Accept
& Initial

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

Accept
& Initial

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. FORCE MAJEURE

Accept
& Initial

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

DD. PROHIBITION AGAINST ADVANCE PAYMENT

Accept
& Initial

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

EE. PAYMENT

Accept
& Initial

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

FF. INVOICES

Accept
& Initial

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be sent to the attention of the OCIO Procurement Team at Office of the CIO, 501 South 14th Street, P.O. Box 95045, Lincoln, NE 68509. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

GG. AUDIT REQUIREMENTS

Accept
& Initial

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

HH. TAXES

Accept
& Initial

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

II. INSPECTION AND APPROVAL

Accept
& Initial

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

JJ. CHANGES IN SCOPE/CHANGE ORDERS

Accept
& Initial

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

KK. SEVERABILITY

Accept
& Initial

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

LL. CONFIDENTIALITY

Accept
& Initial

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

MM. PROPRIETARY INFORMATION

Accept
& Initial

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

NN. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept
& Initial

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

OO. PRICES

Accept
& Initial

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

PP. BEST AND FINAL OFFER

Accept
& Initial

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

QQ. ETHICS IN PUBLIC CONTRACTING

Accept
& Initial

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

RR. INDEMNIFICATION

Accept
& Initial

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated

as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

SS. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept
& Initial

Contractor shall review the Nebraska Technology Access Standards, found at http://www.nitc.nebraska.gov/standards/accessibility/accessibility_standards.pdf and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

TT. ANTITRUST

Accept
& Initial

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

UU. DISASTER RECOVERY/BACK UP PLAN

Accept
& Initial

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

VV. TIME IS OF THE ESSENCE

Accept
& Initial

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

WW. RECYCLING

Accept
& Initial

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

XX. DRUG POLICY

Accept
& Initial

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

YY. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Accept
& Initial

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security

or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

ZZ. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

Accept
& Initial

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder must provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

The State of Nebraska is planning to upgrade the z/OS mainframe disk storage environment. This Request for Proposal will enable the State to procure storage for the State's primary and secondary sites.

This Request for Proposal solicits only newly manufactured equipment. The contractor will serve as the prime contractor for the proposed upgrade. Each proposal must include all of the services specified herein.

The State will distribute SMF I/O data at the mandatory site visit. This data will reflect peak intervals for the bidder to use along with the requirements in section IV.C.1.c for configuration design.

Proposals, including pricing, must include equipment, services and required software products.

1. TO MEET THE STATE'S OBJECTIVES THE PROPOSED STORAGE SUBSYSTEMS MUST:

- a.** Provide the State with the ability to maintain current copies of the DASD data at the secondary site, ready to use at that secondary site, a fiber distance of approximately 185 kilometers.
- b.** Enable the local processors to operate with storage at either site, supporting any recovery of lost data when necessary. The normal mode of operation would have the State's processors operating with the storage at the local site. In the event of a local unit failure, the local processors should be able to operate using the storage at the remote site.
- c.** Enable the CBU CPU to operate with storage at either site.
- d.** Provide the State with the ability to maintain relational integrity at both the primary and secondary sites in a DB2 V10 data sharing environment in the event of a disaster.
- e.** The proposed storage should be configured in the same manner as specified in Background Item Four (4), except each group (A-F) will have a capacity of twenty (20)TB, which means the local and remote units will have a total capacity of forty (40)TB and eighty (80)TB, respectively.

B. BACKGROUND

The Office of the CIO is a division within the Nebraska Department of Administrative Services. Within the OCIO is the Enterprise Computing Services area, which provides mainframe-level data processing services to the entire state. The DASD storage components, managed by the State, are being upgraded to increase the storage capacity and improve performance.

1. THE STATE'S PRESENT STORAGE CONFIGURATION INCLUDES THE FOLLOWING:

- a.** Two (2) IBM 2107-921 units. Unit one (1) (local) has a RAID-5 capacity of twelve (12)TB, half of which are asynchronously mirrored (Global Mirroring) to Unit two (remote). Unit two (2) also includes a 2107-92E expansion frame, and has a total RAID-5 capacity of twenty-four (24)TB. All the disk drives are

146/10K RPM. Both units one (1) and two (2) are configured primarily as 3390 mod-3's, but also contain some mod-1's and mod-9's.

- b.** IBM's DFSMS/dss function backs up production DASD storage to high capacity 3592 JB tape cartridges. The DASD source for this operation is a flashcopy at the remote unit, and the tapes are also written at the remote site. This is a weekly, non-disruptive process.
- c.** The local 2107 is connected to each of two (2) local z196 processors by six (6) FICON Express8S channels (Feature Code 0409). The remote 2107 is connected to both z196 processors by one FICON Express4 channel (Feature Code 3324). All of the 2107 I/O Subsystem Host Adapters are two (2)GB LW FCP/FICON Feature 3211. In addition, the remote 2107 is connected to the remote z10 processor by six (6) FICON Express4 channels (Feature Code 3324). Two (2) Fibre Channel links between the local and remote 2107's are used by the Global Mirroring process.
- d.** The State currently has a twelve (12)TB capacity on the local 2107 unit and twenty (24)TB on the remote unit. The local unit consists of two (2) groups - A and E - each with a six (6)TB capacity. Only the A group is mirrored to the remote unit. The remote unit is made up of four (4) groups – B, C, D and F – each with a six (6)TB capacity. Groups B and C are used by the mirroring process, D is the weekly flashcopy target (full copy) as well as the source for the creation of point-in-time copies on tape, and F is used by the CBU CPU, the remote z10 processor.
- e.** The local and remote sites are connected by multiple three (3) km links of single mode fiber which connect to a Ciena CN 4200 WDM with connections configured at two (2)Gb. These connections are used by the Global Mirroring process and by the local processors to access the remote 2107.
- f.** The storage devices are installed in a raised-floor computer room with under-floor cooling, secure access and multiple power distribution units. The power sources include UPS-protected commercial power as well as a diesel generator.
- g.** The State currently has the following number of CHPIDS available for use: at the local site there are six (6) FICON Express8S channels on each of the two (2) processors as well as four (4) FICON Express4 Channels on each of the processors; at the remote site there are twelve (12) FICON Express4 channels available for use.

The State uses Systems Automation for z/OS for systems management and automation.

Each z196 processor supports nine LPAR's, and each LPAR must be able to access all of the new storage.

C. TECHNICAL REQUIREMENTS FOR DASD

1. MANDATORY TECHNICAL REQUIREMENTS FOR DASD

<p>IV.C.1.a</p> <hr/> <p>Initial to Accept</p>	<p>The proposed solution must consist of only newly manufactured equipment. It must be an on premise solution, both locally and remotely.</p> <p>The bidder may choose to propose a storage solution patterned after the State’s current configuration, albeit with larger capacities. The local unit would then consist of two (2) groups - A and E - each with a twenty (20)TB capacity. Only the A group would be copied to the remote unit. The remote unit would be made up of four (4) groups – B, C, D and F – each with a twenty (20)TB capacity. Groups B and C would be used by the remote copy process, D would be the weekly flashcopy target as well as the source for the creation of point-in-time copies on tape, and F would be used by the CBU CPU, the remote z10 processor, or by the local processors. The bidder may elect to propose a solution that is consistent with the existing methodology, or if an alternative structure would be advantageous to the State, describe it along with the advantages it would provide.</p> <p>Comments:</p>
<p>IV.C.1.b</p> <hr/> <p>Initial to Accept</p>	<p>The proposed solution must consist of two (2)storage units, one (1)with no less than forty (40)TB of usable capacity, and one (1)with no less than eighty (80)TB of usable capacity. The bidder must provide the capability of adding at least ten (10) additional terabytes to each of the six (6) groups detailed in IV.C.1.a and the capability for large capacity drives for tiered storage. The proposed DASD storage must be 100% compatible with the existing State mainframe hardware and software infrastructure. The State is seeking the bidder’s most current z/OS compatible disk storage subsystem.</p>
<p>IV.C.1.c</p> <hr/> <p>Initial to Accept</p>	<p>The proposed solution must meet or exceed the following minimum performance requirements:</p> <p>A sustained average DASD response time across all primary storage that is at least 40% lower than measured data from current production systems, while performing asynchronous remote copy. The basis for the performance requirement will be a peak fifteen (15) minute I/O rate RMF interval and a peak MB/sec RMF interval selected from a typical twenty (24) hour period that the State will provide upon request. The “after” comparison point will be a pair of fifteen (15) minute RMF intervals with substantially similar workload characteristics collected within sixty (60) days of the new storage configuration going into production. Substantially similar is defined as intervals having key parameters such as I/O rate, read hit ratio, read/write ratio and sequential percentage within 10% of each other.</p> <p>Furthermore, the proposed solution must be capable of handling up to a three (3)X growth in IO Rate or MB/sec throughput with the sustained average DASD response time no higher than current measured values.</p> <p>The following is for informational purposes related to the asynchronous remote copy. The route for the remote copy starts with a pair of three (3) km single mode fibers which connect to a Ciena CN 4200 dense wavelength division multiplexer. The Ciena CN 4200 is connected to a remote Ciena CN 4200 with primary and backup routes. The Ciena’s are configured for two (2)Gb connections. The primary fiber route is one</p>

	hundred (100) km and the backup route is one hundred eight five (185) km. The remote copy should be able to operate over either.
IV.C.1.d Initial to Accept	The proposed solution must support Hyper Parallel Access Volumes (HyperPAVs) and Multiple Allegiance in the mainframe environment.
IV.C.1.e Initial to Accept	The proposed solution must support z High Performance FICON (zHPF).
IV.C.1.f Initial to Accept	<p>The proposed solution must be a storage controller based asynchronous remote copy, i.e. no mainframe processor cycles should be required for asynchronous remote copy. The asynchronous solution must combine asynchronous remote copy with point-in-time copies and consistency groups to minimize data loss in a disaster recovery situation.</p> <p>The proposed solution must support consistency groups, which provide the ability to logically group volumes together for consistency purposes. The bidder's proposal must include a description of the bidder's consistency group options. The State is currently using a single consistency group to synchronize all remote copy volumes.</p> <p>Comments:</p>
IV.C.1.g Initial to Accept	<p>The proposed solution must support full disk encryption for all installed storage devices on both the local and remote units.</p> <p>The bidder must provide a detailed description of the encryption process, including any hardware and software necessary to secure and manage the encryption keys. Describe the read or write penalty, if any, that may result from using full disk encryption. Describe the encryption process between local and remote units.</p> <p>Comments:</p>
IV.C.1.h Initial to Accept	The proposed solution must be capable of producing immediate non-disruptive point-in-time copies of active storage. Creation of the copies must not adversely affect I/O performance.
IV.C.1.i Initial to Accept	The proposed solution must have IBM compatible Service Information Messages for diagnostic purposes.
IV.C.1.j Initial to Accept	The proposed solution must have dynamic sparing. Dynamic recovery must be non-disruptive and must not have a noticeable impact on response times.
IV.C.1.k Initial to Accept	The proposed solution must have remote diagnosis. It must have an automated feature that will monitor, detect, and report subsystem warnings and alerts to the contractor.

IV.C.1.l <hr/> Initial to Accept	<p>The proposed solution must have the ability to physically replace damaged storage devices. Physical replacement of the failed storage devices must be a non-disruptive process.</p>
IV.C.1.m <hr/> Initial to Accept	<p>The proposed solution must be compatible with z/OS v1.13 and must be kept current with all future versions and releases.</p>
IV.C.1.n <hr/> Initial to Accept	<p>The Host Adapters must all be Long Wave, FCP/FICON, eight (8)GB that will auto-negotiate to four (4)GB or two (2)GB and able to operate over both local connections and the remote connection as defined in section IV.C.1.c.</p> <p>The proposed solution must include at least sixteen (16) host adapter positions on each controller to meet current and future connectivity and performance requirements. For availability reasons, the sixteen (16) positions should be on multiple independently replaceable modules.</p> <p>The proposed solution must support eight (8)GB long wave FICON for z/OS connectivity from two (2)CPUs, four (4)GB FICON for z/OS connectivity from one (1) CPU, and two (2)GB FCP/FICON connectivity for all remote connections. ESCON will not be accepted for host connectivity.</p> <p>The proposed solution must have asynchronous remote copy over FICON, IP, or Fibre Channel for the entire system, regardless of the operating system data. The bidder must state the requirement for remote copy connectivity in terms of number of connections and device adapters required for the FICON or Fibre Channel method or in terms of bandwidth for the IP method.</p>
	<p>Comments:</p>
IV.C.1.o <hr/> Initial to Accept	<p>The proposed solution must have a fault tolerant design. All redundant components must be repairable non-disruptively. For example, the proposed solution must have dual power cords and power supplies that are fully redundant.</p> <p>The proposed solution must be designed so that no single error will disrupt service or degrade performance.</p>
IV.C.1.p <hr/> Initial to Accept	<p>The proposed storage unit must have nonvolatile storage (NVS) with battery backup. All 'writes' must be duplexed across cache and NVS resources.</p>
IV.C.1.q <hr/> Initial to Accept	<p>There must be no impact on the primary site if there is a loss of connectivity to the secondary site.</p>

IV.C.1.r	Any microcode or firmware features or functions in the bidder's proposal must be configured to support the entire storage capacity of the bidder's proposed solution.
Initial to Accept	
IV.C.1.s	The bidder's proposed solution must support RAID 5. State the RAID level(s) that will be used for the proposed solution and explain why chosen.
Initial to Accept	Comments:

2. TECHNICAL REQUIREMENTS FOR DASD

IV.C.2.a	The proposed solution should prioritize I/O requests within the controller as determined by Workload Manager priorities.
	Comments:
IV.C.2.b	The proposed solution should provide the ability to configure the new hardware using IBM's HCD process. This information should be in the format of PCHID, CHPID, Control Unit and Device statements, and given to the State in advance of the equipment arriving. The bidder should specify how many CHPIDs and control units the State will need to configure to get the best performance from the equipment.
	Comments:
IV.C.2.c	The proposed storage unit should have the capability of using and exploiting tiers of storage devices. The tiers should be capable of supporting SSD storage devices, faster HDD storage devices as well as larger and slower HDD storage devices. This requirement should not impact the bidder's choice of storage devices to meet the RFP's capacity and performance requirements. After installation, the proposed storage unit should be upgradable with additional storage devices of each type. State any conditions that would limit possible upgrades. The proposed solution should be capable of performing autotiering. Describe the solution's tiering capabilities.
	Comments:
IV.C.2.d	The proposed solution shall state the number of FCP/FICON host adapters required for connection to each of the two (2) z196 systems.
	Comments:
IV.C.2.e	The proposed solution shall state the number of FCP/FICON host adapters required on each storage unit for the remote copy process as described in IV.C.1.c.

	Comments:
IV.C.2.f	The proposed solution should be able to use multiple subchannel sets to increase the number of HyperPAV alias and base addresses.
	Comments:
IV.C.2.g	The proposed solution should report to RMF Link Statistics, Extent Pool Statistics and Rank Statistics.
	Comments:
IV.C.2.h	The bidder's proposal shall state the number of host FICON Express8S channels necessary to support their solution.
	Comments:
IV.C.2.i	The bidder will provide a configuration list of everything included in their proposed solution. The bidder will provide a diagram of their proposed solution.
	Comments:
IV.C.2.j	The bidder will provide all user documentation and technical manuals needed for all software and hardware included in their proposal to fully acquaint the State staff with operation of the proposed solution. In addition to the formal documentation, include documentation such as white papers and red papers that could help the State to understand the bidder's products and support. PDF's are the preferred format, with a directory of the entries. The bidder is responsible for providing all future updates to this documentation. The State reserves the rights to copy documentation as needed for internal use only.
	Comments:
IV.C.2.k	Describe how the asynchronous remote copy process will ensure that the State will have access to consistent copies of the State's systems and data. Describe how the State will be able to make remote consistent point-in-time copies of the systems and data. Describe the options that will adjust the currency of the remote copied consistent data. Describe the user interfaces and the platform that would be used to set up and control the asynchronous remote copy process. Describe the method for configuring, controlling, and validating the asynchronous remote copy process.
	Comments:
IV.C.2.l	Describe what equipment, features, software, and services would be necessary should the State need to add additional storage capacity for growth. Describe the method used to add new capacity including whether or not it would be disruptive.

	Comments:
IV.C.2.m	Describe the process to put the remote storage into production, if production activity has to be shifted from the local storage to the remote storage. Describe the process to move production back to the local storage. The State will not be implementing a Globally Dispersed Parallel Sysplex solution.
	Comments:
IV.C.2.n	Describe the benefits the State would derive, if any, from using FlashCopy SE based on the remote copy strategy provided in IV.C.1.a. Describe how storage is utilized in a Flashcopy, e.g. whether the copy is a physical copy.
	Comments:
IV.C.2.o	Describe the interface(s) available to the State to configure, manage, and monitor the local and remote storage units.
	Comments:
IV.C.2.p	Describe caching algorithms available and how they are utilized. Describe the process used to determine cache size.
	Comments:
IV.C.2.q	Describe the numbering schemes available with the proposed solution's approach to the use of multiple subchannel sets.
	Comments:

D. TECHNICAL REQUIREMENTS FOR SOFTWARE AND SERVICES

1. MANDATORY TECHNICAL REQUIREMENTS FOR SOFTWARE AND SERVICES

IV.D.1.a	It will be the contractor's responsibility to implement the remote copy method.
Initial to Accept	The contractor must also provide education and training for the State's Storage Administration staff. This education and training should equip the State's staff with the knowledge and skills necessary for not only normal and expected activities, but also for any recovery scenarios they might be expected to address. In addition, the contractor must provide the education and training necessary for exploiting any and all benefits the State may derive from having a storage unit at the secondary site. These benefits would include business continuity, disaster recovery, and point-in-time copies that ensure data integrity. The bidder will describe what is included with this training. The State's employees need the knowledge and ability to support and monitor any method of remote copy. The State's objective is to have the equivalent of existing training and experience with the proposed solution. The bidder will describe how the contractor will accomplish this objective.
	Comments:

IV.D.1.b <hr/> Initial to Accept	<p>The contractor must install, configure and verify the proper operation of any hardware and software required for disk encryption.</p> <p>The contractor must provide training on the operation and maintenance of the encryption hardware and software, encryption key management and key recovery procedures. The bidder will describe what is included with this training.</p> <p>Comments:</p>
IV.D.1.c <hr/> Initial to Accept	<p>The bidder's proposal must include on-site Systems Engineering support as required to assist with software and hardware installation and configuration, specifying parameters, performance tuning, and knowledge transfers to the State's Storage Administrators. Support must be made available through the completion of the migration of production data.</p>
IV.D.1.d <hr/> Initial to Accept	<p>The contractor will be required to migrate all DASD data to the proposed equipment.</p> <p>The State will require a phased approach to the migration, beginning with non-production volumes identified by the State. The State will operate with the non-production data until satisfied with the stability and the performance of the new storage units. The State staff will also use this initial period to gain a comfort level exercising the features and functionality they will/might be required to utilize. At a minimum, this initial break-in and learning period will last several days, after which time the contractor will be directed to proceed with the migration of production data. The State expects asynchronous remote copy to be fully operational during migration, including the initial test data.</p> <p>The migration may include consolidation of some current volumes to the larger volumes now available. Describe the approach and procedures that would be used to analyze and perform the consolidation/migration.</p> <p>Describe the remote copy process during this transitional phase, from initiation through completion, as it relates to both the current and new storage units. In addition, identify any types of data that require special handling, and any service disruptions that will occur before, during, or after the data migration.</p> <p>Comments:</p>

2. TECHNICAL REQUIREMENTS FOR SOFTWARE AND SERVICES

IV.D.2.a	<p>The bidder will provide a description of all education and training offerings necessary for the successful implementation and operation of the proposed hardware and software. The bidder will identify those offerings it considers mandatory and those offerings it deems optional. The number of State employees attending this training will not exceed seven. Describe the method that education and training will be delivered (e.g. web-based, onsite, offsite classes).</p> <p>Comments:</p>
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IV.D.2.b	The bidder will provide any additional services and software that will be needed to help the State migrate to and exploit the new technology. Include all software required to configure, manage, and monitor the hardware. Describe these services and software. Comments:
IV.D.2.c	The bidder will identify automated operations and performance management software consistent with their solution that minimizes or eliminates requirements for expert operation during normal operations. The contractor will provide all procedures and automation scripts required for the operation of storage. The bidder's proposal will include a description of the function and purpose for these procedures and scripts. Comments:
IV.D.2.d	All software shall be licensed for all processors. Comments:
IV.D.2.e	The bidder's proposal will include a list of all software requirements, including versions, which the State is required to have installed to function with the bidder's proposed solution. Describe how this software is installed and maintained. Comments:
IV.D.2.f	The implementation or modification of remote copy is a complex effort that will require extensive support from the contractor. As part of the bid, the bidder will identify recovery scenarios, for example link failures, and include an explanation of actions and automation that will facilitate recovery. The bidder will also provide test plans, documentation and training/education classes related to the quoted remote copy solution. Bid will include on-site technical skills provided by the contractor as needed during the execution of the remote copy test plan to resolve any issues that may come up. Comments:

E. INSTALLATION REQUIREMENTS

1. MANDATORY INSTALLATION REQUIREMENTS

IV.E.1.a Initial to Accept	Following the completion of the migration of all production data, an acceptance period of at least thirty (30)days will be required. To be accepted by the State, the new equipment must perform in accordance to the specifications stated in this RFP for thirty (30)consecutive days without an unscheduled interruption. During this interval, the State will use IntelliMagic software to analyze RMF I/O performance records for the purpose of evaluating the performance of the new storage units. Should the new storage units fail to meet the performance and availability requirements as detailed in this RFP, the State has the option of requiring the contractor to either: 1) Upgrade the storage at the contractor's expense until the requirements are met. Each upgrade would initiate a new thirty day trial period, should more than one upgrade be required. 2) Migrate all data back to the old storage units and remove the new hardware, all at the contractor's expense.
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2. INSTALLATION REQUIREMENTS

IV.E.2.a	<p>Upon installation, the contractor will ensure that the equipment is fully operational, according to the specifications, and performing properly. If any item is considered not functional, the contractor is responsible for its immediate replacement.</p>
	<p>Comments:</p>
IV.E.2.b	<p>The contractor, working with the State, will design and configure each storage unit supplying the State with complete documentation for the configuration for each storage unit, and for the configuration process used.</p> <p>Each of the current six (6) DASD groups (A-F) consists of 1,970 3390 volumes and 1614 PAV Aliases, configured as follows: twenty (20) mod-1's, 1,838 mod-3's, and 112 mod-9's. There are only five hundred twelve (512) unassigned device addresses in each of the six (6) DASD groups, so the State will provide a range of new device addresses for each of the six (6) groups, with up to 3,584 addresses being available per group, e.g., an address range for a group might be 5000-5DFF.</p> <p>The State still requires 3390 mod-1's, 3's, and 9's on the proposed storage units, but also requests a configuration that includes larger formats, i.e., mod-27's and conceivably even larger when appropriate, exploiting HyperPAV technology to maintain performance using the larger capacities. The State will provide the bidder with a volume DCOLLECT from the local storage unit, which will enable the bidder to propose a device layout containing an appropriate mixture of capacities optimal for current utilization, while assuming future growth will be proportional to the current utilization. The proposed capacities will dictate the number of device addresses required to configure twenty (20)TB's, but ensure that at least five hundred twelve (512) addresses remain available for potential future expansion. E.g., the State's DFSMS storage group SG92000 is currently comprised of fifty (54) 3390-3's. For that particular storage group, a proposal consisting of either three (3) 3390-54's or six (6) 3390-27's would serve to reduce address requirements without impacting performance. It is anticipated that the migration tool will perform the volume consolidations.</p> <p>The device layout will be finalized at installation time. Describe the approach that the bidder would use, when working with the State, to develop the device layout. Provide a sample device layout using the information supplied and describe the factors to be considered.</p>
	<p>Comments:</p>

IV.E.2.c	<p>The contractor will agree to supplement the installation plan with a specific plan that identifies all tasks, time frames and responsibilities. This plan must meet approval of the State. The plan must be available within fifteen (15) days of award. The contractor's installation plan must include the following:</p> <ol style="list-style-type: none"> 1. Training of the State's Storage Administration staff. 2. Set up of the remote copy process and connections. 3. The automation and recovery processes for remote copy will be set up and verified. 4. The encryption process will be set up and verified. 5. Migration of the State's test data to the new storage with remote copy enabled. 6. Testing (including remote copy testing) and verification using the State's test data. 7. The State's approval to move ahead with production data. 8. Migration of the State production data to the new storage. 9. An acceptance period of at least thirty (30) days that will begin after all production data has been migrated to the new storage units. This period must be completed prior to December 31, 2013. 10. All reasonable recovery situations will be exercised. 11. The contractor and the State will monitor and tune for performance during the acceptance period. 12. When verification has been completed, subject to the requirements stated in IV.E.1.a, the acceptance period will end. <p>Comments:</p>
IV.E.2.d	<p>The contractor will accept responsibility to successfully deliver and physically install the proposed solution. The contractor will then migrate data to the proposed solution at the main site located at 501 South 14th Street, Lincoln, Nebraska and at the secondary site. The completion of the tasks involved in the installation will be no later than one hundred eighty (180) days after the award of contract.</p> <p>Comments:</p>
IV.E.2.e	<p>The contractor will assume complete and total responsibility for all delivery, installation, and business requirements. The State will not contract with outside agents or suppliers to provide the additional services required to install or make operational any equipment included in the proposal.</p> <p>Comments:</p>
IV.E.2.f	<p>The contractor will provide all necessary hardware, software, firmware, microcode, interfaces, cabling and connectors necessary to complete installation and operation of the proposed equipment.</p> <p>Comments:</p>

<p>IV.E.2.g</p>	<p>The contractor will provide FICON and Fibre Channel cables for both the local and remote storage.</p> <p>The z196 processors at the local site will use feature #0409 (FICON Express8S LX), which uses the LC Duplex connector. The z10 processor at the remote site will use feature #3324 (FICON Express4 LX), which uses the LC Duplex connector.</p> <p>Cables that will be used for local to remote connections must include an SC connector to connect to a state patch panel along with the LC Duplex connector for the hosts or the appropriate connectors for the new storage. All cables at the remote site must use innerduct-conduit.</p> <p>Cables at least eighty (80) feet long will be needed at the local site:</p> <ol style="list-style-type: none"> 1. for the z196 processors to connect to the new storage; 2. for z196 processors to connect to the new storage at the remote site; 3. for the z10 processor to connect to the new storage at the local site; and 4. to connect the new storage at the local site to the new storage at the remote site. <p>Cables at least one hundred twenty (120) feet long will be needed at the remote site:</p> <ol style="list-style-type: none"> 1. for the z196 processors to connect to the new storage at the remote site; 2. for the z10 processor to connect to the new storage at the remote site; 3. for the z10 processor to connect to the new storage at the local site; and 4. to connect the new storage at the local site to the new storage at the remote site. <p>If the number of FICON channels required exceeds the number of FICON channels on the host, the contractor is responsible for providing the additional host FICON channels</p>
	<p>Comments:</p>
<p>IV.E.2.h</p>	<p>The proposed equipment will be at the most proven and stable Engineering Change (EC) level as published by the manufacturer at the time of installation.</p>
	<p>Comments:</p>
<p>IV.E.2.i</p>	<p>An installation schedule will be mutually agreed upon prior to execution of any contract. Sufficient floor space is available for assembly and staging.</p>
	<p>Comments:</p>
<p>IV.E.2.j</p>	<p>The bidder's proposal will specify the electrical power requirements, along with the connector requirements. The State will provide and install the power cables and the connectors.</p>
	<p>Comments:</p>

IV.E.2.k	The bidder's proposal will provide an installation plan that identifies all major tasks, time frames and responsibilities. The State has twenty-four (24) hour, seven (7) day-a-week operations without a convenient window for lengthy de-installation/installation procedures. The bidder will provide an installation plan that will maximize system availability.
	Comments:

F. TECHNICAL REQUIREMENTS

1. MANDATORY MAINTENANCE AND SUPPORT REQUIREMENTS FOR HARDWARE

IV.F.1.a Initial to Accept	The contractor must warrant all hardware is in full compliance with manufacturer's specification and the objectives and requirements stated in this RFP. It shall be the contractor's responsibility to make all necessary adjustments, repairs, and/or replacements, without additional charge. Hardware includes any item that is considered a hardware feature.
IV.F.1.b Initial to Accept	All products and features must be Generally Available (GA) and fully supported at the time of the proposal.
IV.F.1.c Initial to Accept	The maintenance must have a coverage period of twenty-four (24) hours per day and seven (7) days per week. The contractor must provide intelligible English language telephone support twenty-four (24) hours per day, seven (7) days per week including holidays. Telephone response time must not exceed ten minutes for critical problem calls (as categorized by the State). The contractor must provide a problem escalation procedure that assures appropriate management contacts can immediately be made in the event that the support response is not effective.
IV.F.1.d Initial to Accept	The contractor must provide maintenance and support for any auxiliary hardware necessary for disk encryption and key management.
IV.F.1.e Initial to Accept	The State's clients expect the State's services to be available twenty-four (24) hours per day, seven (7) days per week. The proposed solution will provide 99.999% availability with the exception of mutually agreed upon maintenance outages. The proposed storage must be able to meet this requirement. All maintenance must be performed in such a manner as to ensure continuous operation of the system.
IV.F.1.f Initial to Accept	Any required preventative maintenance must be performed at a time convenient for the State. The bidder must describe the manner and schedules under which preventative maintenance on the bidder's products is normally performed.
	Comments:
IV.F.1.g Initial	The manufacturer will perform the initial product installation, will provide and install replacement parts, and will remove and return any replaced parts.

to Accept	
IV.F.1.h	The contractor must provide on-site support at the State's request.
Initial to Accept	

2. MAINTENANCE AND SUPPORT REQUIREMENTS FOR HARDWARE

IV.F.2.a	<p>The bidder will provide a four (4) year initial maintenance period for hardware with the first year's cost included in the hardware price. The bidder will provide the cost of annual maintenance for years two (2) through four (4).</p> <p>The initial hardware maintenance periods will start after all production data has been migrated to the new storage units. The initial hardware maintenance first year's maintenance is to be included in the purchase price. The contractor will provide the State with the option of quarterly or annual maintenance periods.</p>
	Comments:
IV.F.2.b	<p>The bidder will include copies of applicable hardware maintenance contracts in the proposal.</p>
	Comments:
IV.F.2.c	<p>The proposed solution shall be certified for maintenance by the original equipment manufacturer and a copy presented to the State at the time of the proposal. Only manufacturer's maintenance will be accepted.</p>
	Comments:
IV.F.2.d	<p>Maintenance personnel with appropriate qualifications shall be available to respond by phone within one half hour and on site within one hour on a twenty- four hour (24) per day and seven (7) day per week basis. The State reserves the right of reassignment or removal of any such personnel.</p>
	Comments:
IV.F.2.e	<p>The contractor will provide the State with defined points of contact for maintenance issues.</p>
	Comments:
IV.F.2.f	<p>The bidder will describe the procedure and methodology for monitoring both soft and hard failures. The bidder will also describe how many soft or hard failures are tolerated before a component is replaced.</p>
	Comments:
IV.F.2.g	<p>The bidder will describe any situation that would require an interruption in the operation of the system.</p>
	Comments:

IV.F.2.h	The maintenance will include all parts, labor, and transportation. All replacement parts should be available within an hour on average and a maximum of four (4) hours from the time the need for the replacement parts is identified. The bidder will specify the location of the service center and parts inventory nearest Lincoln, Nebraska and the typical delivery time of replacement parts.
	Comments:

G. MAINTENANCE AND SUPPORT REQUIREMENTS FOR SOFTWARE AND SERVICES

1. MAINTENANCE AND SUPPORT REQUIREMENTS FOR SOFTWARE

IV.G.1.a	<p>The bidder will provide a four (4) year initial maintenance period for software with the first year's cost included in the software price. The bidder will provide the cost of annual maintenance for years two (2) through four (4).</p> <p>The initial software maintenance periods will start after all production data has been migrated to the new storage units. The initial software maintenance first year's maintenance is to be included in the purchase price. The contractor will provide the State with the option of quarterly or annual maintenance periods.</p>
IV.G.1.b	<p>The bidder will include copies of applicable software maintenance contract in the proposal.</p>
IV.G.1.c	<p>The software maintenance shall include:</p> <ol style="list-style-type: none"> 1. Access to and authorization to use new versions, releases, and applicable maintenance. 2. Access to electronic resolution to software problems. 3. Access to electronic resolution to software usage problems. 4. Delivery of new releases and versions. 5. Availability of intelligible English language telephone support twenty-four (24) hours a day and seven (7) days per week for critical problems and outages. 6. Availability of intelligible English language telephone support during prime shift for usage issues and less critical problems. 7. Access to Question and Answer databases twenty-four (24) hours a day and seven (7) days per week. 8. A two (2) hour target for response during prime shift. 9. Internet access to documentation. 10. Online access to fixes for program errors. 11. Assistance in isolating and resolving software problems that require in-depth knowledge. 12. Assistance in locating solutions to known problems. 13. Code-level patches for problem resolution. 14. Access to recommended code levels to reduce the incidence of potential problems.
	Comments:

IV.G.1.d	Any proposed software shall be certified for maintenance by the original software manufacturer. Only the software manufacturer's maintenance will be accepted.
	Comments:
IV.G.1.e	The contractor will provide on-site technical support at the State's request.
	Comments:
IV.G.1.f	Any proposed software shall be supported by new host software releases implemented at the State. The bidder will provide all requisite support maintenance that is required for their software to co-exist with all releases of the z/OS operating system and its components.
	Comments:
IV.G.1.g	Future maintenance or releases of the proposed software shall not degrade performance or require the State to purchase new or additional hardware or software for continued operation of the software.
	Comments:
IV.G.1.h	The contractor will provide maintenance and support for any software necessary for disk encryption and key management.
	Comments:
IV.G.1.i	Any proposed software that is required on the host to support the solution should be installed and maintained using IBM SMP/E software.
	Comments:

2. MAINTENANCE AND SUPPORT REQUIRMENTS FOR SERVICES

IV.G.2.a	The contractor will leave deliverables with the State such as automation scripts and documentation. The bidder will describe the maintenance and subsequent service approaches that would apply to these items and to any other items that could remain with the State as a part of this project.
	Comments:
IV.G.2.b	The bidder will describe the installation, modification and testing procedures that are required to maintain service deliverables through subsequent releases of host software, hardware, hardware features and storage microcode.
	Comments:
IV.G.2.c	The contractor will provide access to education and support specialists.
	Comments:

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL

The Technical Proposal shall consist of four (4) sections:

1. SIGNED "State of Nebraska Request For Proposal For Contractual Services" form;
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach.

1. REQUEST FOR PROPOSAL FORM

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies bidder maintains a drug free work place environment.

The Request For Proposal For Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein. The executive summary shall not exceed two pages in length.

3. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous one (1) year. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past three (3) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past three (3) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past three (3) years, so declare.

If at any time during the past three (3) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i.** Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
 - a)** the time period of the project;
 - b)** the scheduled and actual completion dates;
 - c)** the contractor's responsibilities;
 - d)** for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
 - e)** each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii.** Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
- iii.** If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract

costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The bidder must state the credentials of the technicians (OEM technicians, bidder's technicians, and/or third-party technicians) who will be responsible for the installation. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i.** name, address and telephone number of the subcontractor(s);
- ii.** specific tasks for each subcontractor(s);
- iii.** percentage of performance hours intended for each subcontract; and
- iv.** total percentage of subcontractor(s) performance hours.

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections: If there is an 'Initial to Accept' block, this represents a mandatory requirement and the bidder must initialize to indicate that their solution satisfies the requirement. Failure to initialize will result in the bid being rejected.

- a.** Technical Requirements for DASD;
- b.** Technical Requirements for Software and Services;
- c.** Installation Requirements;
- d.** Maintenance and Support Requirements for Hardware; and
- e.** Maintenance and Support Requirements for Software and Services.

Each element of the tables in sections IV.C through IV.G must be addressed. The bidder must provide their responses in the comment section of the table. Enough detail should be in the responses to allow the State to evaluate the bidder's approach to each requirement. Minimal responses such as 'noted', 'agreed' or 'accepted' should be avoided.

The State is open to configurations that meet or exceed the base requirements of the RFP.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting Attachment 1.

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

2. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced based on the following schedule.

The contractor may invoice the State for 25% of the initial cost at the time that the hardware is delivered.

The contractor may invoice the State for an additional 25% of the initial cost at the time that the migration of production data starts.

The contractor may invoice the State for the remaining 50% of the initial cost at the completion of the acceptance period.

Form A

Bidder Contact Sheet

Request for Proposal Number 4313 Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Form B

Notification of Intent to Attend OnSite Visits

Request for Proposal Number 4313 Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Number of Attendees:	

The "Notification of Intent to Attend OnSite Visits" form should be submitted to the State Purchasing Bureau via e-mail (matpurch.dasmat@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.