

STATE OF ALABAMA

REQUEST FOR PROPOSAL

RFP # DIR.RFP.03152011

DISASTER RECOVERY SERVICES RFP

03/15/2011

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1. Introduction

1.1 Overview

It is the intent of the Department of Industrial Relations (hereafter referred to as **DIR**) to contract with a single-source for a disaster recovery hot site services to backup up **DIR'S** main IT processing and storage facilities for its Unemployment Compensation (UC) program. Appropriate hardware, software, data storage services, telecommunications must be proposed for **DIR** to continue to maintain its UC program batch processing and storage operations during times of disaster. Online processing capabilities through the Customer Information Control System (CICS) will be required for disasters lasting longer than 5 workdays. **DIR** will rely on its current call center locations for its customer interface and data collection. The data collected will then be transmitted to the hot site for batch processing. Files generated from the batch processing will then be transmitted to appropriate locations i.e. banks, back to our call center. To assure the most cost effective acquisition with a minimal level of operational disruption, it is mandatory that the Proposal Response meets or exceeds the requirements defined in this RFP.

1.2 Scope of Service

The Request for Proposal (RFP) is designed to solicit proposals from qualified **PROPOSERS** to provide disaster recovery hot site services to backup up **DIR'S** main Unemployment Compensation IT processing and storage facilities, hereafter referred to as the SOLUTION.

1.3 Contract Type and Duration

It is the intent of **DIR** to issue a professional services Contract for a period of two (2) years with the option to renew for one (1) additional year effective from Contract award date. **DIR** intends to award to a single **PROPOSER**.

1.4 Terminology

The use of the terms “shall” or “must” in the RFP constitutes a “required” or “mandatory” requirement and mandates a response from the **PROPOSER**. Failure by the **PROPOSER** to respond to any of these requirements in the entire RFP may be considered non-responsive, and if deemed non-responsive shall be rejected by **DIR**.

1.5 RFP Number

DIR has assigned the following RFP identification. It should be referenced in all communications regarding the RFP:

DIR.RFP.03152011

1.6 RFP Website

Information regarding this RFP will be posted and maintained at:

<http://www.dir.alabama.gov>

1.7 Notification of Intent to Propose

A Notification of Intent to Propose was mailed in December 2010 to all **PROPOSERS** registered with the Purchasing Division of the State of Alabama Finance Department under the SIC code 920, subclasses 19 and 20. The Notification of Intent to Propose was also posted on the RFP website at <http://www.dir.alabama.gov>. **PROPOSERS** were requested to respond to the RFP Coordinator indicating their intent to respond to this RFP. The Notification of Intent to Propose is only being used to collect information from interested **PROPOSERS**. All official communication from **DIR** to interested **PROPOSERS** in regard to this RFP will be provided via the RFP website <http://www.dir.alabama.gov> or through the RFP Coordinator. All correspondence related to this RFP shall be directed to the RFP Coordinator as defined in Section 1.9 of this RFP.

1.8 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline detailed in Section 2, RFP Schedule of Events. **PROPOSERS** shall respond to the RFP and any exhibits, attachments, or amendments. **PROPOSER'S** failure to submit a proposal as required by the submission deadline shall cause the proposal to be disqualified.

PROPOSERS assume the risk of the method of dispatch chosen. **DIR** assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by **DIR**. Late proposals shall not be accepted nor shall additional time be granted to any potential **PROPOSER**. Submittal requirements are specified in Section 1.13.

1.9 RFP Communications

- 1.9.1 With the release of this RFP, all **PROPOSER** communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact with the employees of **DIR** or the RFP Evaluation Committee regarding the RFP may result in disqualification from this procurement process.

The RFP Coordinator is:

Tobias Mense
Senior IT Consultant
Center for Advanced Technologies
400 South Union Street, Suite 335
Montgomery, AL 36104

DIR.Disaster.RFP@cat.aum.edu

1.9.2 All communications must be via E-mail to the RFP Coordinator. Any oral communications shall be considered unofficial and non-binding on **DIR**.

1.10 Questions and Comments

1.10.1 Questions, comments, and requests for clarification, must cite the subject RFP number, the specific RFP section number, and associated page numbers. The RFP Coordinator must receive these requests via E-mail by the deadline specified in the Section 2, RFP Schedule of Events.

1.10.2 **DIR** assumes no responsibility for delays or non-receipt or liability for any **PROPOSER** problems or errors (including but not limited to missing deadlines) that may arise due to temporary technical failure related to the website or E-mail transmission.

1.10.3 **DIR** will respond to all questions via **DIR** website, <http://www.dir.alabama.gov>. Responses will be posted as specified in Section 2, RFP Schedule of Events and may constitute an amendment to the RFP. Therefore, responses to all communications as posted on the <http://www.dir.alabama.gov> website will be considered the **ONLY** official and binding response from **DIR**. **DIR** reserves the right, at its sole discretion, to determine appropriate and adequate responses to questions, comments, and requests for clarification.

1.10.4 Any information other than provided by this RFP should be deemed for informational purposes only, and if a **PROPOSER** relies on said information it should either: (1) independently verify the information, or (2) obtain **DIR'S** written consent to rely thereon.

1.10.5 Comments concerning RFP objections must be made via E-mail and received by the RFP Coordinator no later than the Deadline for Written RFP Comments and Questions detailed in the Section 2, RFP Schedule of Events. Protests based on any objection will be considered waived and invalid if these objections have not been brought to the attention of **DIR** by the Deadline for Written RFP Comments and Questions.

1.11 Oral Presentation

DIR reserves the right to request an oral presentation. **DIR** shall not be liable for any costs associated with the presentation. This presentation shall show the capabilities of a **PROPOSER** to provide the SOLUTION as outlined in the **PROPOSER'S** proposal. These discussions could include requests for additional information or clarifications. Additionally, in conducting discussions, **DIR** may use information derived from proposals submitted by competing **PROPOSERS** without disclosure of the identity of the other **PROPOSER**. Oral presentations may be used as part of the overall **PROPOSER** evaluation as defined in Section 7.1. **PROPOSERS** will be provided with instructions as to the format and content of the oral presentations.

1.12 Contract Terms and Conditions

The Contract Terms and Conditions will be negotiated at the time of award between **DIR** and the awarded **PROPOSER**. The RFP response and all supporting documentation by the awarded **PROPOSER** shall be included as part of the final Contract.

1.13 Proposal Submittal

1.13.1 **PROPOSER** must submit one (1) signed and notarized original hardcopy proposal and one (1) softcopy CD of the entire proposal including attachments to the RFP Coordinator in a sealed package and clearly marked:

“Proposal in Response to DIR.Disaster.RFP.03152011 Do Not Open”

Proposals not signed and notarized may be rejected.

The softcopy CD version of the proposal must contain the following:

- a. One (1) complete copy of the proposal including attachments in Adobe Acrobat PDF format
- b. One (1) complete copy of the proposal including attachments in Microsoft Word 2003 or later format
- c. Each individual section or attachment of the RFP submitted in separate Microsoft Word 2003 or later formatted files labeled as follows:

DIR.Disaster.RFP.03152011_DocumentName_CompanyName

For example:

DIR.Disaster.RFP.03152011_FullProposal_XYZCompany.doc

1.13.2 Proposals must be submitted to the RFP Coordinator by the date and time identified as the Deadline for Submitting Proposals in the Section 2, RFP Schedule of Events to the following address:

**Center for Advanced Technologies
400 South Union Street, Suite 335
Montgomery, AL 36104
ATTENTION: DIR.RFP.03142011**

1.14 Proposal Preparation Costs

DIR will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

1.15 Proposal Withdrawal

Proposals may be withdrawn at any time during the process until the Deadline of Submitting Proposals as laid out in Section 2, Schedule of Events. The **PROPOSER** must submit an E-mail request, from an authorized representative, to the RFP Coordinator requesting the withdrawal. The **PROPOSER** may submit another proposal before the Deadline for Submitting Proposals. If the **PROPOSER** submits another proposal, the **PROPOSER** must withdraw and resubmit the entire proposal.

1.16 Proposal Amendment

DIR will not accept any amendments, revisions, or alterations to proposals after the Deadline for Submitting Proposals. If the **PROPOSER** needs to amend a previously submitted proposal, the **PROPOSER** must withdraw the entire proposal and resubmit the amended proposal before the Deadline for Submitting Proposals.

1.17 Proposal Errors

The **PROPOSER** is liable for all errors or omissions contained in their proposals. The **PROPOSER** shall not be allowed to alter proposal documents after the Deadline for Submitting Proposals. If a **PROPOSER** needs to change a previously submitted proposal, the **PROPOSER** must withdraw the entire proposal and resubmit the corrected proposal before the Deadline for Submitting Proposals.

1.18 Incorrect Proposal Information

If **DIR** determines that a **PROPOSER** has provided incorrect information for consideration in the evaluation process or Contract negotiations, that proposal may be determined non-responsive, and if deemed non-responsive shall be rejected.

1.19 Conflict of Interest and Proposal Restrictions

- 1.19.1 By submitting a proposal, the **PROPOSER** certifies that no amount will be paid directly or indirectly to an employee or official of the State as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the **PROPOSER** in connection with the procurement under this RFP.
- 1.19.2 Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a State agency or other governmental entity from making a proposal, being considered for award, or being awarded a Contract under this RFP.

1.19.3 **DIR** shall not Contract with an individual who is, or within the past twenty-four months has been, an employee of the State of Alabama (Section 36-25-13, Code of Alabama, 1975). An individual shall be deemed a State employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the State. A Contract with a company in which controlling interest is held by a State employee shall be considered a Contract with said individual and shall be prohibited.

1.20 RFP Amendment and Cancellation

DIR reserves the unilateral right to amend this RFP at any time. **DIR** also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, it will be provided via the RFP website <http://www.dir.alabama.gov>. **PROPOSER** shall respond to the final RFP and any exhibits, attachments, and amendments.

1.21 Right of Rejection

1.21.1 **DIR** reserves the right, at its discretion, to reject any and all proposals or to cancel this RFP in its entirety.

1.21.2 Any proposal, which does not meet the requirements of this RFP, may be considered to be non-responsive, and if deemed non-responsive the proposal shall be rejected. **PROPOSER** must comply with all of the terms of this RFP and all applicable State laws and regulations. **DIR** may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

1.21.3 **PROPOSER** shall not restrict the rights of **DIR** or otherwise qualify their proposals. If a **PROPOSER** does so, **DIR** may determine the proposal to be a non-responsive counteroffer, and if deemed non-responsive the proposal shall be rejected.

1.22 Disclosure of Proposal Contents

1.22.1 Proposals and supporting documents are kept confidential until the evaluation process is complete and a **PROPOSER** has been selected. **PROPOSER** should be aware that any information in a proposal may be subject to disclosure and/or reproduction under Alabama law. Designation as Proprietary or Confidential may not protect any materials included within the proposal from disclosure if required by law. **PROPOSER** must mark or otherwise designate any material that it feels is proprietary or otherwise confidential. **PROPOSER** shall also state any legal authority as to why that material should not be subject to public disclosure under Alabama open records laws and is marked as Proprietary Information. By way of illustration but not limitation, "Proprietary Information" includes trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques.

- 1.22.2 Information contained in the Cost Proposal shall not be marked confidential by the **PROPOSER**.
- 1.22.3 **PROPOSER** must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.
- 1.22.4 Exceptions to public disclosure would be financial information submitted marked “Confidential” by a non-public **PROPOSER** company and proprietary information submitted by the **PROPOSER** that would only be disclosed under a mutual nondisclosure agreement between the **PROPOSER** and **DIR**.
- 1.22.5 Failure to properly identify specific information as confidential shall relieve **DIR** or State personnel from any responsibility if confidential information is viewed by the public or a competitor, or is in any way released. If the **PROPOSER** identifies its entire proposal as confidential, **DIR** may reject the proposal as non-responsive.

1.23 Copyright Permission

By submitting a proposal, the **PROPOSER** agrees that **DIR** may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. By submitting a proposal, the **PROPOSER** consents to such copying and warrants that such copying will not violate the rights of any third party. **DIR** shall have the right to use ideas or adaptations of ideas that are presented in proposals.

1.24 Licensure

Before a Contract pursuant to this RFP is signed, the **PROPOSER** must hold all necessary, applicable business and professional licenses to do business in the State of Alabama. **DIR** may require any or all **PROPOSERS** to submit evidence of proper licensure.

1.25 Contract Performance Bond

The selected **PROPOSER** will be required to supply a certified check or a bond executed by a corporation authorized to Contract surety in the State of Alabama, payable to the Department of Industrial Relations, which shall be valid for the life of the Contract to include any renewal and/or extension periods. The amount of the certified check or bond must be ten percent (10%) of the Contract amount and must be provided to **DIR** within five (5) working days after execution of the Contract. The check or bond, will guarantee that the selected **PROPOSER** will faithfully perform all general requirements, terms and conditions of the Contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. The bond or certified check will be returned when the service has been satisfactorily completed, as solely determined by **DIR**, after termination or expiration of the Contract.

1.26 Nondiscrimination

No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in **DIR'S** contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Alabama State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract with **DIR** or in the employment practices of **DIR'S** contractors. Accordingly, a **PROPOSER** entering into a Contract with **DIR** shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

1.27 Certification of Independent Price Determination/Collusive Bidding

By submission of this proposal and notarized signature on the Transmittal Letter, the **PROPOSER** 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 deceptive; that the **PROPOSER** has not directly or indirectly induced or solicited any other **PROPOSER** 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 **PROPOSER** or any other **PROPOSER**, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other **PROPOSER**, 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 **PROPOSER** 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.

1.28 Indemnification

The **PROPOSER** shall acknowledge and comply that the **PROPOSER** agrees to indemnify and hold harmless **DIR** as well as its officers, agents, and employees from and against third party claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the **PROPOSER**, its employees, or any person acting for or on its or their behalf relating to this RFP or its resulting Contract. The **PROPOSER** further agrees it will be liable for the reasonable cost of attorneys for **DIR** applicable to third party claims under this contract. Contingent upon **DIR** providing written notice of such claims, the **PROPOSER** will provide all

assistance required by **DIR** in **DIR'S** defense of such third party claims. The **PROPOSER** will have full right and obligation to conduct the **PROPOSER'S** own defense thereof.

2. RFP Schedule of Events

The following RFP Schedule of Events represents the **DIR's** best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 5:00 p.m., Central Time.

DIR reserves the right, at its discretion, to adjust this schedule as necessary. Notification of any adjustment to the Schedule of Events will be provided via www.dir.alabama.gov.

Task	Event	Date
1	Public Notification of Intent to Propose to prospective PROPOSERS (via Postcard and www.dir.alabama.gov .)	December 2010
2	Issuance of RFP (made available electronically via www.dir.alabama.gov)	03/15/2011 (Tue)
3	Deadline for Written RFP Comments and Questions	03/29/2011 (Tue)
4	Posts Responses to Comments and Questions (made available electronically via www.dir.alabama.gov)	04/08/2011 (Fri)
5	Deadline for Submitting Proposals	04/22/2011 (Fri) 12:00 noon
6	Oral Presentations for selected PROPOSERS	TBD
7	Recommendation to Director of DIR	06/03/2011 (Fri)

3. Proposal Format and Content

3.1 General Format

- 3.1.1 **DIR** discourages lengthy and costly proposals. Proposals shall be prepared simply and economically and provide a straightforward, concise description of the **PROPOSER'S** capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 3.1.2 **PROPOSER** must respond to this RFP with a proposal divided into three major sections. The proposal must be divided into the following three sections: (1) Proposer Qualifications and Experience; (2) Technical Requirements; and (3) Cost Proposal. Each of these sections must reference the RFP sections to which the **PROPOSER** must respond.
- 3.1.3 Pricing information must be included in the Cost Proposal section **ONLY**. Inclusion of Cost Proposal information in any other section may make the proposal non-responsive, and if deemed non-responsive the proposal shall be rejected.
- 3.1.4 The **PROPOSER** must structure its response in the same sequence, using the same labeling and numbering that appears in the RFP section in question. For example, the proposal would have a major section entitled "Proposer Qualifications and Experience." Within this section, the **PROPOSER** would include their response, addressing each of the numbered sections in sequence, as they appear in the RFP: i.e. 4.2.1, 4.2.2, 4.2.3, and so on. The response to each section shall be preceded by the section text of the RFP.
- 3.1.5 This RFP is available by electronic means on the **DIR** website. If accepted by such means, the **PROPOSER** acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the **PROPOSER'S** possession and the version maintained by **DIR**, the version maintained by **DIR** shall govern.
- 3.1.6 Proposals shall not include references to information located elsewhere, such as Internet websites. Information or materials presented by the **PROPOSER** outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, and will have no bearing on any evaluation or award.
- 3.1.7 Proposals must be prepared on standard 8 ½" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are acceptable. All responses, as well as any reference material presented, must be written in English.
- 3.1.8 All proposal pages must be numbered, and each of the three major Sections (Proposer Qualifications and Experience, Technical Requirements, and Cost Proposal) must be bound in a separate binder.

- 3.1.9 If a **PROPOSER** chooses to submit two proposals, each proposal must meet all requirements laid out in this RFP. Both proposals must be clearly labeled so that they may be distinguishable.
- 3.1.10 All required attachments such as the Alabama Disclosure Statement must be attached within the Proposer Qualifications and Experience Section and each must be tabbed separately.
- 3.1.11 The first page of each major Section must be a dated cover sheet with an original ink signature of the person(s) legally authorized to bind the **PROPOSER** to the proposal. Proposals without signatures of persons legally authorized to bind the **PROPOSER** to the proposal may be rejected. The cover sheet must clearly identify the major section, and assigned RFP number. The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the **PROPOSER** (do not number this page). In addition, the **PROPOSER** must also provide their Federal Employer Identification Number.
- 3.1.12 The cover sheet must be followed by the “Table of Contents”, which must list all sections, subsections, and page numbers.
- 3.1.13 The **PROPOSER** must respond with “ACKNOWLEDGE AND WILL COMPLY” to each section in the RFP that constitutes a “required” or “mandatory” requirement. “ACKNOWLEDGE” is appropriate when information is provided by **DIR** and no action, agreement or compliance is required of the **PROPOSER**. If the **PROPOSER** cannot respond with “ACKNOWLEDGE AND WILL COMPLY” or “ACKNOWLEDGE,” then the **PROPOSER** must respond with “EXCEPTION.” (See Section 3.2 for additional instructions regarding exceptions.) Where a section asks a question or requests information, the **PROPOSER** must respond with the specific answer or information requested. In addition to the above, the **PROPOSER** must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification. Responses to RFP Sections 1 through 3 must be attached to the Proposer Qualifications and Experience Section and must be tabbed separately.

3.2 Exceptions

If a **PROPOSER** cannot comply with a requirement of the RFP, the **PROPOSER** must complete Attachment 8.1, Proposer Exceptions and include it as an attachment to the Proposer Qualifications and Experience Proposal. The **PROPOSER** must fill out a separate sheet for each exception.

3.3 Non-Responsiveness

Any proposal that does not meet the requirements and provide all required documentation may be considered non-responsive, and if deemed non-responsive the proposal shall be rejected.

3.4 Proposal Transmittal Letter

- 3.4.1 The Proposal Transmittal Letter must be an offer of the proposal in the form of a standard business letter on business letterhead. The Proposal Transmittal Letter must reference and respond to the following subsections in sequence and include corresponding documentation as required. Following the cover sheet, the Transmittal Letter must be the first page following the table of contents in the Proposer Experience and Qualifications proposal.
- 3.4.2 The letter must be signed by a company officer empowered to bind the **PROPOSER** to the provisions of this RFP and any Contract awarded pursuant to it; if said company officer is not the company president, the letter must attach evidence showing authorization to bind the company. The Proposal Transmittal Letter must be properly signed and notarized or it may be rejected.
- 3.4.3 The letter must state that the proposal remains valid for at least one hundred and twenty (120) days subsequent to the Deadline for Submitting Proposals (Section 2, RFP Schedule of Events) and thereafter in accordance with any resulting Contract between the **PROPOSER** and **DIR**.
- 3.4.4 The letter must provide the complete legal entity name and Federal Employer Identification Number of the firm making the proposal.
- 3.4.5 The letter must provide the name, physical location mailing address (a PO Box address is unacceptable), E-mail address, and telephone number of the person **DIR** should contact regarding the proposal.
- 3.4.6 The letter must state whether the **PROPOSER** or any individual who will perform work under the Contract has a possible conflict of interest (i.e. employment by the State of Alabama) and, if so, must state the nature of that conflict. **DIR** reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offer. Such determination regarding any questions of conflict of interest shall be solely within the discretion of **DIR**.
- 3.4.7 The Letter must state unequivocal understanding of the general information presented in all Sections and agree with all requirements/conditions listed in the RFP. Any and all exceptions to mandatory requirements of the RFP must be defined in Attachment 8.1, Proposer Exceptions.

4. Proposer Qualifications and Experience

The Proposer Qualifications and Experience section must be divided into the following:

- Cover Sheet
- Table of Contents
- Proposal Transmittal Letter
- Mandatory Proposer Qualifications
- Financial Stability
- General Proposer Qualifications and Experience
- Subcontractors
- Staffing

4.1 Mandatory Proposer Qualifications

The Mandatory Proposer Qualifications must reference and respond to the following subsections in sequence and include corresponding documentation as required.

4.1.1 **PROPOSERS** must provide written confirmation that they comply with the provisions of this RFP, without exceptions unless otherwise noted. If a **PROPOSER** fails to provide such confirmation, **DIR**, at its sole discretion, may determine the proposal to be a non-responsive, and if deemed non-responsive the proposal shall be rejected.

4.1.2 The **PROPOSER** must provide written certification and assurance (use RFP Attachment 8.2, Certification of Compliance) of the compliance with the following:

1. the laws of the State of Alabama;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
5. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury;
6. the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the **PROPOSER** in connection with the procurement under this RFP;
7. the condition that if selected workmen's compensation insurance will be provided as required by the laws of Alabama;
8. the State of Alabama Proposer Disclosure form;
9. the Alabama Computer Access, Security, Privacy, and Code of Conduct; and
10. other terms and conditions as described in the Attachments as they apply.

4.1.3 *Act 2001-955* requires an Alabama Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of

\$5,000. **PROPOSER** shall go to the URL http://www.ago.state.al.us/ag_items.cfm?item=70 to download a copy of the Alabama Disclosure Statement. The Alabama Disclosure Statement must be filled out and must be submitted with the proposal and must be attached within the Proposer Qualifications and Experience Section and tabbed separately.

4.1.4 The **PROPOSER** shall sign and submit the Immigration Status Form as provided in Attachment 8.3.

4.1.5 The **PROPOSER** shall acknowledge and comply that the **PROPOSER** has a continuing obligation to disclose any change of circumstances that will affect its qualifications as a **PROPOSER**.

4.2 Financial Stability

Documentation of financial responsibility and stability; said documentation must include:

4.2.1 Written confirmation from the President, Chief Executive Officer, or Chief Financial Officer, indicating whether there are any material outstanding liabilities that may threaten the entity's ability to remain a going concern in calendar year's 2010-2012;

4.2.2 Documentation of the most recent credit rating determined by an accredited credit bureau, such as Dun and Bradstreet, Moody's, Standard and Poor's, etc., performed in calendar year 2009 or 2010;

4.2.3 A copy of a valid certificate of insurance indicating liability insurance in the amount of at least \$1,000,000 Dollars in calendar year 2011;

4.2.4 Written confirmation from the President, Chief Executive Officer, or Chief Financial Officer, that the **PROPOSER** shall provide a performance bond in accordance with the requirements of the RFP as described in Section 1.26;

4.2.5 The two (2) most recent independent audited financial statements (for fiscal year ended 2010, 2009, or 2008); compiled or reviewed financial statements will not be accepted;

4.2.6 The audited financial statements must be:

- a. Prepared under United States generally accepted accounting principles; and
- b. Audited under United States generally accepted auditing standards.

And must include:

- a. The auditor's opinion letter;
- b. Financial statements; and

- c. The notes to the financial statements.
- 4.2.7 Written confirmation from the President, Chief Executive Officer, or Chief Financial Officer, indicating whether cash flows are positive or negative in the previous three month operating period, and, if the cash flows are negative for the most recent operating period, a detailed explanation of the factors contributing to the negative cash flows must be provided;
- 4.2.8 Written confirmation from the President, Chief Executive Officer, or Chief Financial Officer, indicating that the organization's Federal Income and Payroll Tax payments are current;
- 4.2.9 If the **PROPOSER** is subject to State of Alabama taxes, written confirmation from the President, Chief Executive Officer, or Chief Financial Officer indicating that the Alabama State income, payroll, and sales taxes are current; and
- 4.2.10 The **PROPOSER'S** financial resources profile using the format provided in RFP Attachment 8.4, Financial Resources Profile. The profile must contain the following information detailed as dollar amounts itemized with page references to the independently audited financial or Income Tax statements provided where the amounts may be confirmed:
- a. Cash;
 - b. Current assets;
 - c. Inventories;
 - d. Fixed assets;
 - e. Current liabilities; and
 - f. Long-term debt.

PROPOSER must use the format provided in the Word document "Financial_Resources_Profile.doc." The submitted Word document must be named "Proposer_Name_Financial_Resources_Profile.doc" using the exact format as provided in the template "Financial_Resources_Profile.doc"

- 4.2.11 For subcontractors providing fifty percent (50%) or more of the scope of services, the Subcontractor is required to submit the same information the **PROPOSER** defined in Section 4.5, Subcontractors. Subcontractor information must be submitted separately and clearly marked (hard copy and soft copy files) in accordance with Section 3.

4.3 General Proposer Qualifications and Experience

To evidence the **PROPOSER'S** experience in delivering services similar to those required by this RFP, the General Proposer Qualifications and Experience Section must reference and respond to the following subsections in sequence and include corresponding documentation as required. Any proposal that does not provide responses

and required documentation may be considered non-responsive, and if deemed non-responsive the proposal shall be rejected.

PROPOSER must provide the following:

- 4.3.1.1 A brief, descriptive statement indicating the **PROPOSER'S** credentials to deliver the services sought under this RFP;
- 4.3.1.2 A brief description of the **PROPOSER'S** background and organizational history;
- 4.3.1.3 Whether there have been any mergers, acquisitions, or sales of the **PROPOSER** company within the last five years (if so, an explanation providing relevant details);
- 4.3.1.4 Form of business (i.e., A For-Profit Corporation / A Non-Profit Corporation / A Special Purpose Corporation Or Association / A Fraternal Or Patriotic Organization / A Partnership / A Limited Liability Company / *et cetera*);
- 4.3.1.5 A brief description of company's business function and service;
- 4.3.1.6 A brief description of the **PROPOSER'S** competitive strengths;
- 4.3.1.7 Number of years in business;
- 4.3.1.8 A brief statement of how long the **PROPOSER** has been performing the services required by this RFP;
- 4.3.1.9 Description of the **PROPOSER'S** market and market share;
- 4.3.1.10 A brief description of commitment to disaster recovery business;
- 4.3.1.11 Location of offices;
- 4.3.1.12 A description of the number of employees and client base;
- 4.3.1.13 When the initial data recovery service was offered commercially;
- 4.3.1.14 A maximum number of subscribers allowed at each facility and maximum number of subscribers for each system;
- 4.3.1.15 A description of experience in actual disaster recovery incidents;
- 4.3.1.16 A description of planned enhancements (additional recovery sites, new technology, configuration upgrades, etc.);

- 4.3.1.17 A statement as to whether any **PROPOSER** or subcontractor employees to be assigned to this project have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details;
- 4.3.1.18 A statement as to whether there is any pending litigation against the **PROPOSER**; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the **PROPOSER'S** performance in a Contract under this RFP;
- 4.3.1.19 A statement as to whether, in the last ten years, the **PROPOSER** has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 4.3.1.20 A statement as to whether, in the last 2 years, the **PROPOSER** has experienced downsizing/layoffs.
- 4.3.1.21 A statement as to whether the **PROPOSER** has ever been disqualified from competition for government contracts because of unsatisfactory performance on contracts; and if so, an explanation providing relevant details;

4.4 References

- 4.4.1 **PROPOSER** must provide a list of three **PROPOSER** clients as references. The references must include at least one client who has used the **PROPOSER'S** services to recover from an actual disaster within the last five (5) years. The remaining references must have conducted multiple disaster recovery tests. These clients must be willing to discuss their experience with representatives of **DIR**. For each system, include:
- a. Client name, title, company name, address, E-mail, and telephone number.
 - b. Description of service provided.
 - c. A description of the **PROPOSER'S** roles and responsibilities.
 - d. A percentage value of the **PROPOSER'S** involvement in terms of cost of the total project.
 - e. Time period of the project and/or Contract. Must be stated in the form of "from-to" dates (e.g., "Jan. 08 -- March 10"). Do not state this as a length of time (e.g., "two years"), without start and end dates.
 - f. Provide a primary and alternative contact for each client. The **PROPOSER** must verify the accuracy of this information (names, E-mail addresses and telephone numbers) within thirty (30) days prior to the "Deadline for Submitting a Proposal"

date. If **DIR** is unable to contact a reference after a reasonable effort, evaluation will proceed as if the reference were unfavorable.

- g. Label the reference responses as follows: "Experience Reference # 1," followed by specific responses to 4.5.1.a through 4.5.1.g etc.

4.5 Experience

4.5.1 **PROPOSER** must describe relevant corporate experience within the last five (5) years, including the experience of major subcontractors. The narrative in response to this factor must thoroughly describe the **PROPOSER'S** experience with providing the services sought under this RFP. In this Section, the **PROPOSER** may also provide sample documents documenting the **PROPOSER'S** corporate experience.

4.5.2 **PROPOSER** must provide a list, if any, of 3 most recent contractual relationships with other State and Local entities with similar scope and size the listing must include;

- a. Contract number;
- b. Contract term;
- c. Procuring State agency or Local entity and State;
- d. Brief description of the services provided;
- e. A description of the **PROPOSER'S** roles and responsibilities;
- f. A percentage value of the **PROPOSER'S** involvement in terms of cost of the total project; and
- g. State contact name, telephone number, and E-mail for each reference.

4.5.3 **PROPOSER** must describe how many customer declarations within the last 5 years the **PROPOSER** has supported and the outcome.

4.5.4 The **PROPOSER** must describe if it ever failed to meet commitments to a subscriber at time of disaster. If yes, **PROPOSER** must describe the circumstances.

4.6 Subcontractors

4.6.1 A statement whether the **PROPOSER** intends to use subcontractors, if so, the **PROPOSER** must complete the Subcontractor Information Data Sheet for each proposed subcontractor as provided in this RFP in Attachment 8.5. (Note: Before Contract awards such subcontractors must be approved by **DIR**). **DIR** will hold the **PROPOSER** responsible (as the prime contractor) for the proposed service(s).

4.6.2 For each subcontractor listed in Section 4.6.1, the **PROPOSER** must provide a minimum of three (3) references for the subcontractor. At least one reference must be for a project of similar size and scope for which the subcontractor has provided products or services similar to those proposed. **DIR** may contact these references to verify the subcontractor's ability to perform the Contract. **DIR** reserves the right to use any information or

additional references deemed necessary to establish the ability of the subcontractor to perform the conditions of the Contract.

4.6.3 For each subcontractor Client Reference, the **PROPOSER** must submit a Subcontractor Client References Data Sheet as provided in Attachment 8.6 (referencing the subsections in sequence).

4.6.4 For each subcontractor listed in Section 4.5.1, the **PROPOSER** shall provide a list, if any, of 3 most recent contractual relationships with other State or Local entities and all those completed within the five-year period preceding the date of the RFP. The listing shall include (referencing the subsections in sequence):

- a. Contract number;
- b. Time period of the project and/or Contract;
- c. Procuring State agency or Local entity and State;
- d. Brief description of the services provided;
- e. Description of subcontractor's project role;
- f. Total Contract dollars awarded to subcontractor;
- g. Projected cost and actual cost of the project;
- h. List of any subcontractor-supplied staff who worked on the project and are also expected to be assigned to the proposed project, which includes their names, their roles in the referenced project, and start and end dates of their individual involvement; and
- i. State contact name, telephone number, and E-mail address for each reference.

4.7 Staffing

4.7.1 Project Organization Chart

The **PROPOSER** shall provide a project organization chart that, at a minimum, identifies each key position. **DIR** reserves the right to interview and approve the individuals assigned to those positions, as well as to approve any later reassignment or replacement, although such approval will not be unreasonably withheld. For each position shown in the project organizational chart, the following must be provided (referencing the subsections in sequence):

- a. Title;

- b. Designation as a Key or Non-Key position; the Project Manager/**DIR** Account Manager would be Key. Senior technical positions, such as Recovery Specialist, Technical Specialist, or Datacom Engineer, will also be Key and any other positions where the sudden departure of the incumbent would affect the team's ability to stay on schedule;
- c. Description of project role and responsibilities; and
- d. Percentage of time to be assigned;

4.7.2 Key Positions

4.7.2.1 At a minimum, the Key Positions must include a Project Manager/**DIR** Account Manager and senior technical positions as defined in 4.7.1-b.

4.7.2.2 For each position designated as a Key position, the **PROPOSER** shall provide:

- a. Name of the individual proposed to that position;
- b. Completed Key Position Resume Sheet for each individual as provided in Attachment 8.7 (a Sample Key Position Resume Sheet is provided in Section 8.8);
- c. Designation of the individual as a Contract employee (compensation paid by an organization other than the **PROPOSER** submitting this proposal) or staff (compensation paid by the **PROPOSER** submitting this proposal); and
- d. Two references, listing project description, individual role, dates of assignment, and primary and secondary contact name, title, telephone number, and E-mail address.

4.7.3 Support Staff

4.7.3.1 The **PROPOSER** must provide the maximum number of support staff and their position at the recovery site during testing and actual disaster recovery. The **PROPOSER** must also describe whether the support staff for testing will be the same provided during a disaster, whether they are contract or staff employees, and experience of the support staff.

4.7.3.2 The **PROPOSER** must describe their policy regarding the conditions and frequency of changes to the Project Manager/ **DIR** Account Manager. The **PROPOSER** must describe how they will ensure some level of consistent coverage and support for both testing and actual recovery in the event of a change in the Project Manager/**DIR** Account Manager.

4.7.3.3 The **PROPOSER** shall also describe if employees are required to sign a non-disclosure agreement (NDA), and if so, must attach a blank copy of the NDA.

4.7.3.4 The **PROPOSER** must identify how many additional personnel would be onsite and available to help **DIR** during testing and disaster recovery that are not exclusively dedicated to **DIR**.

4.7.4 Employment Certification

By submission of this information, the **PROPOSER** is certifying that the individuals submitted are currently employed within the **PROPOSER** organization or have been contacted by the **PROPOSER** and have agreed to join the **PROPOSER** organization upon Contract award. **DIR** reserves the right to contact and/or interview submitted personnel prior to Contract award, and **DIR** reserves the right to approve or reject such personnel.

5. Technical Requirements

The Technical Requirements section must be divided into the following:

- Cover Sheet
- Table of Contents
- Hot Site Description
- Proposer Policies
- Hot Site Environmental and Physical Security
- Testing Methodology and Support
- Customer Support Process
- Facility Audit
- Network Requirements
- Data Storage Requirements
- Workgroup Requirements
- Mainframe Requirements
- Consulting Services
- Testing
- Support
- Security
- Other Services

5.1 Overview

It is the intent of **DIR** to award a single-source contract for disaster recovery hot site services to backup up **DIR'S** main IT processing and storage facilities for its Unemployment Compensation (UC) program. Appropriate hardware, software (if any), data storage services, telecommunications must be proposed for **DIR** to continue to maintain its UC batch processing and storage operations during times of disaster. Online processing capabilities through CICS will be required for disasters lasting longer than 5 workdays. **DIR** will rely on its current call center locations for its customer interface and data collection. The data collected will then be transmitted to the hot site for batch processing. Files generated from the batch processing will then be transmitted to appropriate locations i.e. banks, back to our call center. To assure the most cost effective acquisition with a minimal level of operational disruption, it is mandatory that the proposal response meets or exceeds the following requirements.

5.2 Current Environment

DIR is currently operating in an IBM Z/OS Parallel Sysplex Environment. The **PROPOSER** must include a statement assuring **DIR** that the disaster recovery hot site services proposal will be fully compatible with the Z/OS Parallel Sysplex Operating System as established by the IBM Corporation, even though **DIR** will operate the backup system with the Parallel Sysplex feature inactive. Any additional components or services required to support the proposal response must be specified.

5.3 Hot Site Description

The **PROPOSER** must give a description regarding the primary site selected and the alternative site available if the primary site is occupied addressing the following items:

- 5.3.1 **PROPOSER** must describe general characteristics of the hot site facilities including location and the type of equipment currently in the hot sites at this time as well as equipment to be in the site by July 1, 2011.
- 5.3.2 **PROPOSER** must describe the local telephone company and inter-exchange carrier access installed at the proposed hot sites, which are suitable for recovering **DIR'S** network.
- 5.3.3 **PROPOSER** must provide information regarding access methods, standard telephone companies, and alternate access providers.
- 5.3.4 **PROPOSER** must describe any pertinent network recovery experience and capabilities.
- 5.3.5 **PROPOSER** must describe the **PROPOSER'S** capabilities for testing from remote location to primary recovery center.
- 5.3.6 **PROPOSER** must describe provision for subscriber's placement of their own critical equipment, such as servers, multiplexors, etc., at the recovery facility.
- 5.3.7 **PROPOSER** must describe proximity to hotels, restaurants, and airports.
- 5.3.8 **PROPOSER** must describe if and how **DIR** will have access to the **PROPOSER** facilities without declaring a disaster.
- 5.3.9 **PROPOSER** must describe how it would handle a disaster affecting the **DIR** assigned recovery facility.
- 5.3.10 **PROPOSER** must describe how it can combine different recovery platforms located in different recovery centers to provide **DIR** with a total recovery solution and how they would be connected.
- 5.3.11 **PROPOSER** must describe its procedures and time required to add equipment to the contract as requested by **DIR** over the term of the contract.
- 5.3.12 **PROPOSER** must describe its policy involving "exclusion zones" (the physical area within which no other client will share the same physical equipment).

5.4 Proposer Policies

The **PROPOSER** must describe their company policies as they relate to the following:

- 5.4.1 **PROPOSER** must describe how it minimizes the risk or handle simultaneous events from multiple subscribers that require the same equipment.
- 5.4.2 **PROPOSER** must describe if it will allow a non-subscriber to declare and subsequently recover at the **PROPOSER'S** recovery facility. If yes, **PROPOSER** must provide conditions when this might happen.
- 5.4.3 **PROPOSER** must describe if it shares the recovery facility. If yes, **PROPOSER** must describe how it will protect the confidentiality of **DIR'S** data and physical and logical security measures taken when multiple subscribers are concurrently using the same customer site. **PROPOSER** must define what the obligations and options available if **DIR** does not agree to share arrangement.
- 5.4.4 **PROPOSER** must describe if it will allow any subscriber to have preemptive rights or preferred rights over **DIR** and if so must describe the circumstances.
- 5.4.5 **PROPOSER** must describe its policy regarding the reducing of monthly charges (up to a pre-defined minimum) when equipment is removed from the initial contract scope by **DIR**.
- 5.4.6 **PROPOSER** must describe its policy regarding annual service pricing increases.
- 5.4.7 **PROPOSER** must describe its policy and procedures regarding auto-renewals.
- 5.4.8 **PROPOSER** must describe its terms and conditions for repair and exchange of defective or damaged equipment within the **PROPOSER'S** facility subsequent to notification by **DIR** during testing or a recovery event. **PROPOSER** must clearly describe how this will affect **DIR'S** test hours in the event of such failures.

5.5 Hot Site Environmental and Physical Security

The **PROPOSER** must describe the physical security in place at hot site facilities (primary/alternate). The **PROPOSER** must discuss hot site environmental capabilities including but not limited to the following systems:

- 5.5.1 Power feeder lines
- 5.5.2 UPS
- 5.5.3 Diesel backup

5.5.4 Smoke detection

5.5.5 Water detection

5.5.6 Fire suppression

5.5.7 Chilled water

5.6 Testing Methodology and Support

PROPOSER must describe its testing methodology and support services as follows:

5.6.1 **PROPOSER** must provide detailed information regarding testing methodology and standard support services provided during test exercises. This includes pre-test reviews, configuration change control and information synchronization between **DIR** and **PROPOSER** configurations.

5.6.2 **PROPOSER** must define the support it provides before, during and after a test.

5.6.3 **PROPOSER** must define the amount of lead-time required for “intent-to-test” notification.

5.6.4 **PROPOSER** must define the maximum amount of lead-time in which **DIR** can cancel the test exercise without losing testing time.

5.6.5 **PROPOSER** must define their support for remote testing and how this will be managed by the **PROPOSER** support staff.

5.7 Customer Support Process

5.7.1 If **DIR** decided to contract with the **PROPOSER** for hot site services, the **PROPOSER** must describe how it would initiate the process with **DIR**. This description must include what services would be provided, what recommendations would it have for a new customer, and what activities would be important in the first year of the business relationship.

5.7.2 **PROPOSER** must define and describe the alert declaration process.

5.7.3 **PROPOSER** must define the normal process for upgrading to new hardware and moving to new software releases at the hot sites. **PROPOSER** must describe both the business philosophy and the actual mechanics involved.

5.7.4 **PROPOSER** must describe its Change Management system to ensure that coverage is updated as **DIR** makes changes to its operating environments.

5.8 Facility Audit

- 5.8.1 **PROPOSER** must describe if and how the **PROPOSER** will allow a representative of **DIR** or independent third party to audit the proposed recovery facilities.
- 5.8.2 **PROPOSER** must describe if and how the **PROPOSER'S** recovery centers have been ISO 9001 certified domestic or international.
 - 5.8.2.1 If not certified as defined in 5.8.2, **PROPOSER** must describe if and how the facilities or processes are audited annually. **PROPOSER** must provide a copy of such an audit.

5.9 Network Requirements

- 5.9.1 **PROPOSER** must provide one 10mb data service between **DIR'S** Birmingham call center and the **PROPOSER'S** disaster recovery site in order to transfer files and maintain network connectivity with **DIR'S** call centers.
- 5.9.2 **PROPOSER** must describe how their solution provides secure remote web access to the mainframe for 70 concurrent users. Any special remote software (e.g., VPN client) must be provided by the **PROPOSER**.
- 5.9.3 **PROPOSER** must provide a VLAN with the current IP address used by **DIR** to negate the need to change **DIR** software for a new IP address.
- 5.9.4 **PROPOSER** must describe the Network support available and in what functional areas.

5.10 Data Storage Requirements

Proposer must provide three hundred (300) IBM 3590 or compatible scratch cartridges.

5.11 Workgroup Requirements

Proposer must provide workgroup equipment to include workspace, desktop, equipment, phones, office equipment, etc. requirements, as defined in Attachment 8.15 of this RFP.

5.12 Mainframe Requirements

- 5.12.1 The **PROPOSER** must provide a mainframe configuration capable of restoring **DIR'S** data and systems as specified in this Section.
- 5.12.2 All **DIR** mainframe data stored on **PROPOSER'S** hot site must be erased and non-retrievable at the conclusion of disaster testing or disaster event. Written notification will be given by **DIR** stating when the data is to be erased, i.e., email with confirmation of receipt. The data destruction time shall not be part of the contracted test hours for testing.
- 5.12.3 Mainframe computing requirements are defined in Attachment 8.14 of this RFP.

5.12.4 Mainframe software requirements are defined in Attachment 8.13 of this RFP.

5.13 Consulting Services

5.13.1 **PROPOSER** must clearly describe the type, number of hours and location of consulting services included under this proposal provided by the **PROPOSER**. These consulting services must be included in the Cost Proposal.

5.13.2 In addition, **PROPOSER** must include and price other consulting services as defined in Cost Proposal Template III. These services will be evaluated independently of the hot site proposal unless the **PROPOSER** includes a specific service as a requirement in the hot site proposal response and prices it in the Cost Proposal.

5.13.3 The **PROPOSER** must describe how it will keep **DIR** informed of new products and services.

5.14 Testing.

DIR is requiring a minimum of 48 hours of test time per year be provided as part of the proposal. Testing must be inclusive of all necessary services (hot site systems and facilities, storage facilities, and workgroup facilities) necessary for **DIR** to fully test its recovery capabilities. **DIR** is also requiring that a full-time system engineer and network engineer be available during the entire testing period. **DIR** will require testing beginning in the sixth month after contract award. **PROPOSERS** must also include in their pricing any additional charges for additional test time above the 48 hours per year in eight (8) hour increments as defined in the Cost Proposal Template III.

5.15 Support

PROPOSER must list and describe any and all support provided as part of this RFP. This list shall include chargeable and non-chargeable services and support.

5.16 Security

PROPOSER shall provide **DIR** with a detailed description and specifications of any and all security provided at the hot site, to include physical security of the premises.

5.17 Other Services

DIR reserves the right to negotiate additional services and support over the life of this contract as necessary to provide additional disaster recovery services to **DIR**. As such, **PROPOSER** must describe their capabilities for the following services:

5.17.1 Mobile recovery services and associated platforms.

5.17.2 Electronic journaling and electronic vaulting capabilities.

5.17.3 Disaster Recovery Assessment and Planning

6. Cost Proposal

- 6.1 The Cost Proposal will be used as the primary representation of the **PROPOSER'S** cost / price, and will be used extensively during proposal evaluation. Additional information should be included as necessary to explain in detail the **PROPOSER'S** cost / price.
- 6.2 **DIR** will only accept firm and fixed cost proposals for this project.
- 6.3 Pricing is to be the best and final price. Negotiations over options and design considerations will be made with the selected **PROPOSER** to reach a final Contract price.
- 6.4 **PROPOSER** must use the Cost Proposal Templates I – IV to submit proposed costs.
- 6.5 **PROPOSER** must provide prices for future expansions and upgrades to the existing requirements on a separate sheet defined by the **PROPOSER**. Additional requirements not covered under this RFP will have to be proposed separately when needed.
- 6.6 **PROPOSER** must include all costs, including data center hot site, storage and workgroup requirements, when preparing their Cost Proposals.
- 6.7 **PROPOSER** must include as an attachment to this RFP, a copy of the standard **PROPOSER** hot site contract. **PROPOSER** must indicate any provisions that are not subject to negotiation.

7. Evaluation and Proposer Selection

7.1 Proposal Evaluation Categories and Weights

The categories to be considered in the evaluation of proposals are shown below. Each category shall be weighted as follows, and one hundred (100) points is the maximum total number of points that shall be awarded to a proposal:

Proposer Qualifications and Experience	25
Technical Requirements	55
Cost Proposal	20

7.2 Proposal Evaluation Process

- 7.2.1 The evaluation process is designed to award the Contract to the **PROPOSER** with the best combination of attributes based upon RFP requirements and evaluation criteria that constitutes “best value” for **DIR**.
- 7.2.2 The RFP Coordinator will coordinate the proposal evaluation process and maintain proposal evaluation records. A RFP Evaluation Committee, consisting of a broad base of experts in the information technology community, will be responsible for evaluating proposals.
- 7.2.3 All proposals will be initially reviewed by the RFP Coordinator to determine compliance with proposal content requirements as specified in the RFP. If the RFP Coordinator determines that a proposal may not be in compliance with one or more such requirements, the Committee shall review the proposal to determine:
- if it meets requirements for further evaluation;
 - if the RFP Coordinator should request clarification(s) or correction(s); or
 - if **DIR** should determine the proposal non-responsive and reject it.
- 7.2.4 The proposal evaluation process will be accomplished as follows:

The RFP Evaluation Committee shall evaluate responsive proposals. Each evaluator will score the Proposer Qualifications and Experience and the Technical Requirements of each **PROPOSER**. The RFP Coordinator will compute the final score for each proposal by the **PROPOSER**. The RFP Coordinator will then score the Cost Proposal and compute the overall score for each **PROPOSER**. The evaluation scoring shall use the pre-established criteria and weights set out in this RFP.

7.2.5 **DIR** reserves the right, at its sole discretion, to request clarifications with any or all **PROPOSERS**. The purpose of any such clarifications will be to ensure full understanding of the proposal. Clarifications will be limited to specific sections of the proposal identified by **DIR**. If clarifications are made, the **PROPOSER** shall put such clarifications in writing.

7.3 Contract Award Process

7.3.1 The RFP Coordinator will present the results from the proposal evaluation process to the RFP Evaluation Committee; the RFP Evaluation Committee will present their recommendations to the Director of **DIR** who will make a final decision on entering into Contract negotiations with the recommended **PROPOSER**.

7.3.2 **DIR** reserves the right to make an award without further discussion of any proposal submitted. There will be no best and final offer procedure by **DIR** among the **PROPOSERS**. Therefore, each proposal should be initially submitted on the most favorable terms the **PROPOSER** can offer.

7.3.3 After the evaluation of proposals and final consideration of all pertinent information available, **DIR** shall issue an Evaluation Notice to all **PROPOSERS**. The notice will identify the apparent best-evaluated **PROPOSER**. The notice will not create rights, interests, or claims of entitlement in the apparent best-evaluated **PROPOSER** or any **PROPOSER**.

7.3.4 The RFP files will be made available for public inspection upon request to the RFP Coordinator after final Contract award. Requestors will not be provided any information marked as "Confidential" submitted by the **PROPOSERS** as defined by Section 1.22.

7.3.5 If a **PROPOSER** fails to sign and return the Contract drawn pursuant to this RFP and the final Contract negotiations within fourteen (14) days of its delivery to the **PROPOSER**, **DIR** shall determine, at its sole discretion, that the **PROPOSER** is non-responsive to the terms of this RFP, reject the proposal, and open final Contract negotiations with the next best-evaluated **PROPOSER**. **PROPOSER** must provide the performance bond to **DIR** within five (5) working days of the final executed Contract.

7.3.6 Contract award shall be subject to the Contract approval of all appropriate State officials in accordance with applicable state laws and regulations.

8. Attachments

8.1 Proposer Exceptions

Proposer Organization: _____ Date: _____

Authorized Signature: _____

Signer Name: _____ Title: _____

Exception ID ¹
Exception to ²
Scope of Exception
Ramifications for DIR
Benefits and Disadvantages to be incurred by DIR

¹ Exceptions must be numbered in order as they occur within the RFP starting at 1

² **PROPOSER** must fill this form for each exception separately

8.2 Certification of Compliance

Proposer Organization Name

By indication of the authorized signature below, the **PROPOSER** does hereby make certification and assurance of the **PROPOSER'S** compliance with:

11. the laws of the State of Alabama;
12. Title VI of the Civil Rights Act of 1964;
13. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
14. the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
15. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury;
16. the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the **PROPOSER** in connection with the procurement under this RFP;
17. the condition that if selected workmen's compensation insurance will be provided as required by the laws of Alabama;
18. the State of Alabama Proposer Disclosure form;
19. the Alabama Computer Access, Security, Privacy, and Code of Conduct; and
20. other terms and conditions as described in the Attachments as they apply.

Proposer Name, Authorized Signature, Title, and Date

8.3 Immigration Status Form

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Proposer Signature

Witness

8.4 Financial Resources Profile

Proposer Organization: _____ Date: _____

Authorized Signature: _____

Signer Name: _____ Title: _____

Complete the following table from the Independently Audited Financial Statement (if available) or Tax Returns (if no Independently Audited Financial Statements are available). Attach the source documents to this sheet.

FINANCIAL RESOURCE DOCUMENTATION	AMOUNT	FINANCIAL STMT OR TAX RETURN REFERENCE PAGE ³
CASH		
MARKETABLE SECURITIES		
ACCOUNTS RECIEVABLE		
INVENTORY (cash value of inventories)		
OTHER CURRENT ASSETS: _____		
TOTAL CURRENT ASSETS: (add lines 1 though 5)		
FIXED ASSETS (plant and equipment less depreciation)		
ACCOUNTS PAYABLE		
SHORT-TERM NOTES PAYABLE		
CURRENT MATURITIES OF LONG-TERM DEBT		
ACCRUED INCOME TAXES		
OTHER ACCRUED EXPENSES & WAGES: _____		
TOTAL CURRENT LIABILITIES: (add lines 8 though 12)		
LONG-TERM DEBT		
RETAINED EARNINGS		

If an amount is zero, enter zero. Do not leave a cell blank. This Financial Resources Profile must be submitted in both hard copy and electronic forms. See the RFP web site for the corresponding Word document, Financial_Resources_Profile.docx.

³ References to independently audited financial statement or tax forms pages where the subject amount may be confirmed. The amounts should be highlighted on the referenced page.

8.5 Subcontractor Information Data Sheet

1. Subcontracting firm name;	
2. Complete address;	
2. Number of employees;	
3. Client Base;	
4. Any mergers, acquisitions, or sales within the last ten years;	
5. Form of business (e.g. individual, sole proprietor, corporations, non-profit corporation, limited liability company, etc.);	
6. Project tasks to be conducted by the subcontractor;	
7. Percentage of total project and task-specific work the subcontractor will be providing and if any work will be outsourced outside of the USA;	
8. Written statement signed by the subcontractor that clearly verifies that the subcontractor is committed to render the services required by the Contract; that it is aware of the prequalification to do business in the State of Alabama specified in Section 1.24; and that it is not disqualified to do business with the State of Alabama.	
9. Method of monitoring subcontractor’s progress on deliverables	
10. A statement of relevant corporate experience within the last five (5) years. The narrative in response to this factor must thoroughly describe the subcontractors experience with providing the services sought under this RFP. In this Section, the subcontractor shall also provide sample documents documenting the subcontractor’s corporate experience.	

8.6 Subcontractor Client References Data Sheet

1. The client name;	
2. The locations where services were provided;	
3. Primary and secondary contact name, title, telephone number, an E-mail address;	
4. Complete description of project;	
5. Description of the subcontractor's role in the project;	
6. Beginning and end dates of the project;	
7. Projected cost and actual cost of the project;	
8. Maximum number of subcontractor staff assigned to the project at one time;	
9. List of any PROPOSER supplied staff, including the PROPOSER'S subcontractors, that worked on the referenced project and are expected to be assigned to the proposed Procurement Improvement Project, which includes their names, their roles in the referenced client Contract, and start and end dates of their individual involvement.	

8.7 Key Position Resume Sheet

This form must be used to respond to Section 4.7.2 – Key Positions. For each named individual a separate Key Position Resume Sheet must be submitted.

Proposer Information:

Proposer Organization:

Key Position:

Candidate:

Full Name: Last Name First Name MI

Address Street: City: State: Zip:

U.S. Citizen Non-U.S. Citizen Visa Status:

Status: Employee Self Employed Subcontractor (Name: _____)

Other:

Education:

Mark highest level completed.	Some HS <input type="checkbox"/>	HS/GED <input type="checkbox"/>	Associate <input type="checkbox"/>	Bachelor <input type="checkbox"/>	Master <input type="checkbox"/>	Doctoral <input type="checkbox"/>
List most recent first, all secondary and post-secondary education (high school, GED, colleges, and universities) attended. Do not include copies of transcripts unless requested. Add additional rows if necessary						
School Name			Degree/Major	Degree Earned	Year Received	

Work Experience:

Describe your work experience related specifically to the Request for Proposal to which you are responding. Please list most recent job first. **To add work experience, copy the format below and add additional sheets as needed.**

Work Experience #:			
Job Title:			
From	To	Reason for Leaving:	Hours per week
Describe your duties and responsibilities as they relate to the Request for Proposal:			

References:

List 3 References below.

Reference 1		
Name	Title	Organization
Address	Phone () -	E-mail Address

Reference 2		
Name	Title	Organization
Address	Phone () -	E-mail Address

Reference 3		
-------------	--	--

Name	Title	Organization
Address	Phone () -	E-mail Address

Candidate and Proposer Certification

By submitting this data sheet to **DIR**, the Candidate and **PROPOSER** certify that, to the best of their knowledge and belief, all of the information on and attached to this data sheet is true, correct, complete, and made in good faith. The candidate further authorizes the release of all relevant prior employment, military service, academic/school, and criminal records. False or fraudulent information on or attached to this data sheet may be grounds for disqualifying a candidate or firing a candidate once work has begun. Any information provided to **DIR** may be investigated.

By submitting this data sheet to **DIR**, the Candidate and **PROPOSER** certify that both parties understand the entire scope of requirements for this position as defined in the RFP and the Candidate agrees to be submitted for consideration exclusively by this **PROPOSER**. Any candidate that is submitted by more than one **PROPOSER** for a line item will be considered disqualified.

Candidate Data Sheets must be signed below by the **PROPOSER**.

Authorized Proposer Signature

Date

8.8 Sample Key Position Resume Sheet

This form must be used to respond to Section 4.7.2 – Key Positions. For each named individual a separate Candidate Data Sheet must be submitted

Proposer Information:

Proposer Organization: Auburn University Montgomery

Key Position: Technical Team – Communications Manager

Candidate:

Full Name: Jackson Hewlett M

Address Street: 6760 Happy Lane Circle City: Oklahoma State: OK Zip: 54671

U.S. Citizen Non-U.S. Citizen Visa Status:

Status: Employee Self Employed Subcontractor (Name: _____)

Other:

Education:

Mark highest level completed.	Some HS <input type="checkbox"/>	HS/GED <input type="checkbox"/>	Associate <input type="checkbox"/>	Bachelor <input type="checkbox"/>	Master <input checked="" type="checkbox"/>	Doctoral <input type="checkbox"/>
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List most recent first, all secondary and post-secondary education (high school, GED, colleges, and universities) attended. Do not include copies of transcripts unless requested. Add additional rows if necessary			
School Name	Degree/Major	Degree Earned	Year Received
Harvard University	Master Business Administration	Yes	2001

Yale University	Bachelor of Science in Information Technology	Yes	2000
Princeton University	Associate in Data Processing Technology	Yes	1997

Work Experience:

Describe your work experience related specifically to the Request for Proposal to which you are responding. Please list most recent job first. **To add work experience, copy the format below and add additional sheets as needed.**

Work Experience #: 1			
Job Title: Sr. SQL Administrator			
From 02/2001	To 04/2009	Reason for Leaving: Unreasonable pay	Hours per week 37
Describe your duties and responsibilities as they relate to the Request for Proposal. Maintain and develop employee database, supply database, clientele databases, and administer programming for these databases. Keep all records up to date in hard copies and soft on a network. Keep general knowledge of network in order to coordinate employee computers. Keep clientele in a secure intranet database.			

Work Experience #: 2			
Job Title: Software Application Engineer			
From 03/1995	To 01/2001	Reason for Leaving: New job opportunity	Hours per week 40
Describe your duties and responsibilities as they relate to the Request for Proposal. Designs, develops, debugs, modifies, tests software by using current programming languages, methodologies, and technologies.			

Documents software development and/or test development by writing documents, reports, memos, change requests. Method used are determined by approved tracking management tool.

Tracks software development effort by creating and maintaining records in the approved tracking management tool.

Analyzes, evaluates, verifies requirements, software and systems by using software engineering practices.

References:

List 3 References below.

Reference 1		
Name Bob Thorton	Title CEO	Organization Bob Thorton Enterprises
Address 3245 Grey Hat Drive	Phone (334) 555-5674	E-mail Address bob@greyhat.com

Reference 2		
Name Henry Ford	Title CEO	Organization Humpfrey Corporations
Address 234 Humpfrey Street	Phone (334) 555-1234	E-mail Address hford@humpfrey.com

Reference 3		
Name Jack Daniels	Title Software Director	Organization Red Brick Software Services
Address 987 Daniels Drive	Phone (123) 456-7890	E-mail Address j@daniels.com

Candidate and Proposer Certification

By submitting this data sheet to **DIR**, the Candidate and **PROPOSER** certify that, to the best of their knowledge and belief, all of the information on and attached to this data sheet is true,

correct, complete, and made in good faith. The candidate further authorizes the release of all relevant prior employment, military service, academic/school, and criminal records. False or fraudulent information on or attached to this data sheet may be grounds for disqualifying a candidate or firing a candidate once work has begun. Any information provided to **DIR** may be investigated.

By submitting this data sheet to **DIR**, the Candidate and **PROPOSER** certify that both parties understand the entire scope of requirements for this position as defined in the RFP and the Candidate agrees to be submitted for consideration exclusively by this **PROPOSER**. Any candidate that is submitted by more than one **PROPOSER** for a line item will be considered disqualified.

Candidate Data Sheets must be signed below by the **PROPOSER**.

Authorized Proposer Signature

3/4/2010

Date

8.9 Cost Proposal Template I – Service Costs

PROPOSER:				
Date:				
Authorized Signature:				
	Monthly Cost Year 1	Monthly Cost Year 2	Monthly Cost Year 3	3-Year Lifecycle Cost⁴
Mainframe Hardware				
Mainframe Software				
Network				
Data Storage				
Support				
Workgroup facilities				
Testing				
Required Other Services (must be described in response to Section 5.17)				
TOTAL MONTHLY COST				
TOTAL ANNUAL COST				

⁴ Total Cost **DIR** will incur over the life of the Contract.

8.10 Cost Proposal Template II – Hot Site Recovery

	Per Incident Hot Site	Per Incident Network	Per Incident Storage	Per Incident Workspace
Maximum Stay in Days				
Alert Declaration Fee (if applicable)				
Declaration Fee				
Daily Usage Fee: First 24 Hours				
Daily Usage Fee: 24-48 Hours				
Daily Usage Fee: additional per day charge				
Maximum stay in hot site facility				

*This usage fee must include the total cost for all contract services including hot site, network, storage, and workgroup facilities.

8.11 Cost Proposal Template III – Additional Test Time Charges

PROPOSER:			
Date:			
Authorized Signature:			
	Monthly Cost Year 1	Monthly Cost Year 2	Monthly Cost Year 3
Additional Hot Site Test Charge (per 8hours)			
Additional Network Test Charge (per 8hours)			
Additional Data Storage Test Charge (per 8hours)			
Additional Workgroup Test Charge (per 8hours)			

8.12 Cost Proposal Template IV – Consulting Fees

	Onsite Hourly Charge	Offsite Hourly Charge
Disaster Recovery Planning		
Disaster Recovery Testing Support		
Mainframe Technical Support		
Storage Technical Support		
DNS Technical Support		
Server Technical Support		
Desktop Technical Support		

***PROPOSER** must add additional rows for other consulting services provided.

8.13 Mainframe Software Requirements

Vendor	Product	Version
IBM	z/OS BCP	1.12
IBM	z/OS Communications Server	1.12
IBM	z/OS High Level Assembler	1.12
IBM	Enterprise Cobol for z/OS	4.2
IBM	z/OS TSO/E	1.12
IBM	z/OS ISPF	1.12
IBM	z/OS Language Environment (LE)	1.12
IBM	z/OS JES2	1.12
IBM	z/OS Security6 Server (RACF)	1.12
IBM	z/OS SDSF	1.12
IBM	CICS TS	3.2
Computer Associates (CA)	Easytrieve	
CA	VTape	12.0
CA	CA-7	11.1
CA	CA-1	11.5
SyncSort	SyncSort	1.3

8.14 Mainframe Computing Requirements

System I.D.	Processor				Interfaces	GB Disk	Tape Drive(s) Model (qty)	Optical Drives GB (# platters)	Ports Type (qty)
	Type & Model	OpSys	# CPUs	MB Memory					
	IBM 2066-OB1	z/OS 1.12	1	8,000	IBM Channels, OSA(Ethernet)	60	IBM 3490E – QTY 16	N/A	
System I.D.	Printers	Terminals	Network & Data Communications		Comments (MIRRORING, RAID, SPECIAL CONSIDERATIONS)				
		3270 Emul (2)	TCP-IP, Ethernet		4 MIPs				

8.15 Workgroup Requirements

Workspace for (2) Technical Support Employees including:

- 2 Desks with drawers –one drawer lockable
- 2 chairs on casters with lumbar support
- 2 PC's CPU: Intel Core 32bit processor (\geq dual processor 2.4GHz)
 - RAM: \geq 4GB DDR2
 - HDD: \geq 160GB
 - OS: \geq Windows 7 32bit Professional
 - Drive: DVD/CD RW drive
 - Drive: USB ports \geq 2.0 compatibility
 - Flat Screen Monitor \geq 22"
 - Mouse, Keyboard
 - Microsoft Office 2010 Professional
- A printer compatible with a desktop laser printer
- CA-Spool 2.0
- 4 Ethernet data jacks – 10 mbps