

Commonwealth of Massachusetts Executive Office for Administration and Finance Information Technology Division

Commonwealth of Massachusetts – Information Technology Division

Request for Quotation ITD RFQ 13-09

SDC VMAX and VNX Storage Arrays

July 17, 2012

THIS RFQ AND ALL RESPONSES HERETO INCLUDING THE WINNING BID SHALL BECOME PUBLIC RECORD AS OF THE DATE THE CONTRACT REFERENCED HEREIN IS AWARDED, AND CAN BE OBTAINED FROM THE INFORMATION TECHNOLOGY DIVISION, LEGAL UNIT BY SENDING AN EMAIL TO <u>MICHELLE.BURWELL@STATE.MA.US</u>. ANY PORTIONS OF A RESPONSE THAT ARE LABELED AS CONFIDENTIAL WILL STILL BE CONSIDERED PUBLIC RECORD.

I General Procurement Information

Purchasing Department:	Information Technology Division
Address:	200 Arlington Street Suite 2100 Chelsea, MA 02050
Procurement Contact:	Gary Levine
<u>Telephone:</u>	617-660-4506
E-Mail Address:	gary.levine@state.ma.us
RFQ File Number and Title:	ITD RFQ 13-09 SDC VMAX VNX Storage Arrays

This Request for Quotes ("**<u>RFQ</u>**") does not commit the Commonwealth of Massachusetts ("<u>**Commonwealth**</u>") or the Information Technology Division ("<u>**ITD**</u>") to approve a Statement of Work, pay any costs incurred in the preparation of a Bidder's response to this RFQ or to procure or contract for products or services. ITD reserves the right to accept or reject any and all proposals received as a result of this RFQ and to contract for some, all or none of the products and services as a result of this RFQ. ITD further reserves the right to negotiate with any or all qualified Bidders and to cancel in part or in its entirety this RFQ if it is in the best interest of ITD or the Commonwealth of Massachusetts to do so.

ITD reserves the right to amend this RFQ at any time prior to the date the responses are due. Any such amendment will be posted to the Commonwealth's procurement website, Comm-PASS. Bidders are advised to check this site regularly, as this will be the sole method used for notification of changes.

This RFQ is restricted to vendors on the statewide hardware contract ITC47 who are authorized thereunder to (i) sell EMC VMAX and VNX Storage Arrays and (ii) provide the services requested herein.

This RFQ references the following attachments:

Appendix A – VMAX and VNX Storage Arrays Required Support Features Attachment A – Template Statement of Work (the "<u>SOW</u>")

II Agency

ITD is responsible for the provision of infrastructure services, development of IT policy, and implementation and oversight of all information technology investments for the Commonwealth

and its respective agencies. In addition, ITD provides the processing and application programming services for many state departments using some of the most advanced hardware and software available.

III Description and Purpose of Procurement

A. <u>Background and Term</u>

The Commonwealth of Massachusetts is completing construction of a new state-of-the-art data center in Springfield, Massachusetts. The data center will be known as the Springfield Data Center ("<u>SDC</u>"). Initially the SDC will be responsible for Disaster Recovery for the Commonwealth. ITD will be purchasing VMAX and VNX storage arrays to provide storage capacity at the SDC.

The purpose of this procurement is to identify the Bidder who can provide the best and most cost effective VMAX and VNX storage arrays that meet the requirements of this RFQ.

B. <u>Procurement Process</u>

The procurement to be conducted under this RFQ will be reviewed by ITD as follows:

ITD will determine whether individual Bidders offer the goods and services requested in this RFQ. Bidders who do not offer the goods and services identified as threshold requirements under this RFQ will be disqualified from further consideration. The threshold requirements under this RFQ are set forth in **Table 1** hereto, "VMAX Threshold Requirements", **Table 2** hereto, "VNX Threshold Requirements" and **Appendix A** hereto, "VMAX and VNX Storage Arrays Required Support Features".

ITD will select the response which demonstrates best value and meets or exceeds the requirements.

C. Description of Requested Goods and Services

On behalf of the Commonwealth of Massachusetts, ITD is issuing this RFQ to obtain EMC VMAX and VNX storage arrays. The tables below provide the details required for these arrays.

ITD seeks quotes for the products and maintenance listed in **Table 1** for VMAX and **Table 2** for VNX.

	Tabl	le 1	– V	ΜΑ	Х
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VMAX 2 Engine Solution				
Hardware)			
QTY	ITEM	DESCRIPTION	Unit Price	Extended Price

16SB-DE15-DIRVMAX 15SLT DR ENCL8SB-DE15DCHVMAX 15SLT DR ENCL4SB-DB-SPSVMAX SB SPS2SB-FE00400VMAX 4M GIGE1SB-64-BASECVMAX BASE -64GB-C1SB-ADD64NDECVMAX ADD ENGINE-64GB-C2SB-FE00040EVMAX 8Gb 4M FIC100NF4156001BVMAX 4G 15K600GB DRV194NF4151461BVMAX GIGE SRDF PORTS3SB-PCBL3DHR50A 3PH DELTA HBL-RSTOL6SB-ACON3P-50ADPTR AC 3PH 50A W/3/4IN CONDUIT ADPTR	
4SB-DB-SPSVMAX SB SPS2SB-FE00400VMAX 4M GIGE1SB-64-BASECVMAX BASE -64GB-C1SB-ADD64NDECVMAX ADD ENGINE-64GB-C2SB-FE00040EVMAX 8Gb 4M FIC100NF4156001BVMAX 4G 15K600GB DRV194NF4151461BVMAX 4G 15K146GB DRV8SB-GE-SRDFVMAX GIGE SRDF PORTS3SB-PCBL3DHR50A 3PH DELTA HBL-RSTOL	
2SB-FE00400VMAX 4M GIGE1SB-64-BASECVMAX BASE -64GB-C1SB-ADD64NDECVMAX ADD ENGINE-64GB-C2SB-FE00040EVMAX 8Gb 4M FIC100NF4156001BVMAX 4G 15K600GB DRV194NF4151461BVMAX 4G 15K146GB DRV8SB-GE-SRDFVMAX GIGE SRDF PORTS3SB-PCBL3DHR50A 3PH DELTA HBL-RSTOL	
1SB-64-BASECVMAX BASE -64GB-C1SB-ADD64NDECVMAX ADD ENGINE-64GB-C2SB-FE00040EVMAX 8Gb 4M FIC100NF4156001BVMAX 4G 15K600GB DRV194NF4151461BVMAX 4G 15K146GB DRV8SB-GE-SRDFVMAX GIGE SRDF PORTS3SB-PCBL3DHR50A 3PH DELTA HBL-RSTOL	
1SB-ADD64NDECVMAX ADD ENGINE-64GB-C2SB-FE00040EVMAX 8Gb 4M FIC100NF4156001BVMAX 4G 15K600GB DRV194NF4151461BVMAX 4G 15K146GB DRV8SB-GE-SRDFVMAX GIGE SRDF PORTS3SB-PCBL3DHR50A 3PH DELTA HBL-RSTOL	
2 SB-FE00040E VMAX 8Gb 4M FIC 100 NF4156001B VMAX 4G 15K600GB DRV 194 NF4151461B VMAX 4G 15K146GB DRV 8 SB-GE-SRDF VMAX GIGE SRDF PORTS 3 SB-PCBL3DHR 50A 3PH DELTA HBL-RSTOL	
100NF4156001BVMAX 4G 15K600GB DRV194NF4151461BVMAX 4G 15K146GB DRV8SB-GE-SRDFVMAX GIGE SRDF PORTS3SB-PCBL3DHR50A 3PH DELTA HBL-RSTOL	
194NF4151461BVMAX 4G 15K146GB DRV8SB-GE-SRDFVMAX GIGE SRDF PORTS3SB-PCBL3DHR50A 3PH DELTA HBL-RSTOL	
8SB-GE-SRDFVMAX GIGE SRDF PORTS3SB-PCBL3DHR50A 3PH DELTA HBL-RSTOL	
3 SB-PCBL3DHR 50A 3PH DELTA HBL-RSTOL	
1 SB-CONFIG06 VMAX CONFIG 06	
1 SB-3D VMAX DELTA INFRAST	
1 SB-DB-DIR-3D VMAX SB DIR DELTA	
1 SB-DB-DC-3D VMAX SB DCH DELTA	
2 SB-DBDC-SPS VMAX SB DCH SPS	
Software	
1 PP-SE-SYM PPATH SE SYM	
1 SYMVP-RN-OPN SYMM VIRTUAL PROV RUNTIME	
1 SYMM-LS-SN SYMM LICENSE SOLUTION PSNT	
43 456-102-545 ENGINUITY NON-SATA 41-60TB (TCF0400)	
15 456-102-855 RMT ASYNC-SRDFA CMPEXT REG 15-25 TB	
1 457-100-461 ENGINUITY BASE NEW LICENSE	
30 456-102-950 LOCL REP-TFCLONE CNFLASH REG 26-40 TB	
1 457-100-545 LOCL REP PROT-TFCLONE CNFLASH-BASE REG	
1 457-100-523 RMT ASYNC PROT-SRDFA CMPEXT-BASE REG	
1 ESRS-GW-200 EMC SECURE REMOTE SUPPORT GATEWAY	
CLIENT 1 PSINST-VMAX ZERO DOLLAR VMAX/VMAXe INSTALL	
1 M-PRESW-011 PREMIUM SOFTWARE SUPPORT - PLATFORM/ELM Includes months 1-12 @ \$ 1,744/mo.	

Table 2 – VNX

PSI FOR VNX 7500				
Qty	Product ID	Description	Unit Price	Extended Price
4	VNX6GSDAE15PF	VNX 55/75 15X3.5 6GB SAS PRIMARY DAE F I		
1	VNXSPS1KWM	VNX57/75 1.2KW SPS 15/25 DRV VLT DAE-M R		
1	VSPEXPSASBEA	VNX7500 SAS BE EXPAN TO 8 BUSES ADD-ON		
14	VNX6GSDAE15F	VNX 15X3.5 IN 6GB SAS EXP DAE-FLD INST		
1	VNXCS2M	VNX 2ND CONTROL STATION-MINI RACK		
1	VNXCSM	VNX CONTROL STATION-MINI RACK		

PSI FOR W	/NX 7500		
2	VNX7500DMM	VNX7500 ADD ON DATA MOVER+FC SLIC-M R	
1	VNX7500DMEM	VNX7500 DME: 2 DATA MOVER+FC SLIC-M R	
1	VNX75DMEXM	EMPTY VNX75 DM ENCLOSURE - MINI RACK	
8	VDMMXG2OPA	VNX 10GBE 2 OP MODULE (2 SFP+)	
112	VX-VS07-020	2TB 7200RPM 6GB SAS 3.5 CARRIER	
120	VX-VS15-600	600GB 15K 520BPS 6GB SAS 3.5 CARRIER	
24	VX-VS6F-200	200GB 6GB SAS FLASH DRIVE	
1	V-VX-VS1560	3.5 600G 15K VAULT PCK 6GSDAE/DPE	
10	FLVXVS6F-200	200GB FAST CACHE FLASH-15X3.5 DPE/DAE	
1	VNXDMCBLS4	VNX MINI RCK CBL KIT FOR SPE+4 DM&1 CS	
1	VNX75-KIT	DOCUMENTATION KIT FOR VNX7500	
1	456-103-625	DPA REPLICATION ANALYSIS: VNX7500(BLOCK)	
1	456-005-714	Replication Manager: VNX7500	
1	PS-PKG-IMAPU	APP PROTECTION IMPLEMENT PKG - VNX	
1	PS-PKG-IMFSU	VNX - UQM IMPLEMENT	
1	PS-PKG-IMLPU	VNX - SNAPVIEW SNAPSURE IMPLEMENT	
1	PS-PKG-IMRPU	VNX - MIRRORVIEW REPLICATOR IMP	
1	PS-PKG-MRUD	VNX - BASIC INSTALL-IMPLEMENT	
1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	
1	WU-PREHW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	
1	M-PRESW-011	PREMIUM SOFTWARE SUPPORT - PLATFORM/ELM	
1	ESRS-GW-200	EMC SECURE REMOTE SUPPORT GATEWAY CLIENT	
1	UNIU-V75	UNISPHERE FOR UNIFIED FOR A VNX7500	
1	ADVP-V75	ADV FILE LICENSE (NFS; MPFS&PNFS)VNX7500	
1	EXPSAS-V75	UNISPHERE VNX7500 SAS EXPANSION LICENSE	
1	FSTS-V75	FAST SUITE FOR VNX7500	
1	PPAK-V75	TOTAL PROTECTION PACK for VNX7500	
1	VNXOE-75	VNX OE LICENSE MODEL FOR VNX7500	
224	VNXOECAPTB	VNX OE PER TB HI CAP-VNX5500;5700;7500	
79	VNXOEPERFTB	VNX OE PER TB PER FOR VNX5500;5700;7500	
1	BASEP-V75	BASE FILE LICENSE (CIFS&FTP) FOR VNX7500	
1	VNX7500SPEM	VNX7500 SPE 4X6G SAS BE-MINI RACK	
2	VSPM8GFFEA	VNX 4 PORT 8G FC IO MODULE PAIR	
1	VSPMXGFCOEOPA	2 PORT FCOE IO MODULE OPTICAL	

Services

Services (e.g., installation/setup, project management, consulting services, implementation services, training and knowledge transfer) shall be provided pursuant to a Statement of Work entered by and between ITD and the successful Bidder, based on the SOW attached hereto as **Attachment A**. Most of the standard terms of the SOW are nonnegotiable but the parties will negotiate the specific approach for Tasks and Deliverables based on Bidder's response to **Appendix A** and timeline for the services to create Tasks and Deliverables (as defined in the SOW).

Option A – Storage on demand

In addition to a straight purchase of EMC arrays, ITD seeks quotes for a separate option for the ability to add additional capacity on demand. This option is called OpenScale by EMC and allows ITD to purchase pre-installed storage capacity that will not incur any costs until it is allocated. For the VMAX array, ITD is seeking 60T of baseline capacity with additional buffer capacity for growth. Additionally, ITD is seeking 125T of baseline capacity for the VNX array with additional buffer capacity for growth.

In addition, ITD seeks quotes for maintenance for the products listed in **Table 1** and **Table 2** above for 1, 2, and 3 year periods, as indicated in **Table 3** below.

Product	1 Year Period (annual, per unit cost)	2 Year Period (annual, per unit cost for each of the 2 years)	3 Year Period (annual, per unit cost for each of the 3 years)
Each of the VMAX			
Products requested in			
Table 1			
Each of the VNX			
Products requested in			
Table 2			

TABLE 3 - Maintenance

Maintenance rates shall be provided as an annual, per unit cost and shall be fixed for the period specified. Maintenance rates may increase for each subsequent period thereafter, but may not increase at a rate that exceeds a 3% increase over the applicable maintenance rate for the previous period. Maintenance shall be available for at least five (5) years.

D. <u>Required Business Services</u>

Bids must include business services in support of the storage arrays that may be procured under this RFQ. At a minimum, these include:

- Warranty, Support Offering and Other Terms
- Life Cycle guarantees

The minimum requirements for these services are described in **Appendix A** – "VMAX and VNX Storage Arrays Required Support Features". Bidders are strongly encouraged to offer services that exceed the minimum requirements.

Except for maintenance, ITD expects the services described in the Bidder's response to **Appendix A** to be performed no later than December 31, 2012. Except for maintenance, the initial term of services contracts entered through this RFQ will be one (1) year with two (2) options to renew, solely at ITD's discretion, for an addition one (1) year each for a maximum contract term of three (3) years (including the initial term and all possible renewal terms). Services procured through contracts resulting from this procurement are subject to available funding. No goods may be ordered and no new agreements for services may be executed after the contract entered under the RFQ has expired (unless renewed within the parameters set forth above).

ITD reserves the right to engage the successful Bidder, on a time and materials basis at the hourly rates provided, for work closely related to the project described in this RFQ but not specifically described herein.

E. Cost Requirements

Cost will be one of the key elements of evaluation. Bidders must submit proposals, *separate from their detailed implementation proposal*, including detailed Bills of Materials with pricing and costs for the goods and services required for the implementation of their solution.

IV Order of Precedence

The contract resulting from this RFQ shall consist of the following documents in the following order of precedence: (1) the Commonwealth's Terms and Conditions; (2) the Commonwealth's Standard Contract Form; (3) the Commonwealth's RFR ITC47; (4) the Bidder's response thereto; (5) this Request for Quotes; (6) the Bidder's response hereto; inclusive of all attachments and modifications subsequent to negotiations between the parties, including without limitation any Statement of Work or other agreement negotiated by the parties.

V Event Calendar

All of the times in this RFQ are Eastern Standard Time.

Event Calendar				
CALENDAR EVENT	DAY	DATE	TIME	
RFQ Posting and Release	Wednesday	7/17/2012		
Questions due	Tuesday	7/24/2012	5:00 PM	
Answers Posted in Comm-Pass (estimated)	Tuesday	7/31/2012	5:00 PM	
RFQ Responses Due	Wednesday	8/8/2012	12:00 PM	

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			(noon)
RFQ Oral Presentations/Staff Interview	Week of	8/13/2012-	
(estimated)		8/17/2012	
Contract Award (estimated)	Friday	8/24/2012	

Questions must be emailed to Aniruddha Bharadwaj (<u>aniruddha.bharadwaj@state.ma.us</u>) no later than the question due date and time indicated in the Event Calendar above or they will not be evaluated. The subject line of the e-mail should read "RFQ 13-09 - SDC VMAX and VNX Storage Arrays - Questions". It is the Bidder's responsibility to verify the receipt of their questions.

VI Submission Requirements

Interested Bidders must submit one (1) electronic response to the RFQ in Microsoft Word format via e-mail with "RFQ 13-09 - SDC VMAX and VNX Storage Arrays - Proposal" in the subject line of the e-mail to <u>gary.levine@state.ma.us</u> with a copy to <u>annemarie.kates@state.ma.us</u>. Responses must be received no later than the response due date and time indicated in the Event Calendar above or they will not be evaluated.

VII Bidder Responses

Bidders' responses should include separate Technical / Business and Cost proposals. *The Technical/Business proposal must not include any cost information*. Technical/Business proposals that include cost information may be excluded from further consideration by the procurement management team. Bidders must include in their responses:

- A. A cover letter in which the Bidder states that it agrees to the terms of this RFQ.
- **B.** A Technical and Business Proposal including:
 - 1. <u>Threshold Requirements</u>. A statement that the Bidder offers servers that meet all of the requirements set forth in section III, Description and Purpose of Procurement.

2. <u>VMAX and VNX Storage Arrays Requirements.</u>

Include a description of the Bidder's offerings that meets all requirements in **Table 1** and **Table 2**. This description must be as complete in details as a quotation or a sales order. The configuration should include whatever combination of base and optional components are needed to meet or exceed the VMAX and VNX storage arrays requirements. *The description must not include pricing information*. The Bidder's response must address, point by point, each of the requirements included in **Table 1** and **Table 2** (including any additional rows in **Table 1** or **Table 2** as may be necessary to accommodate the "Option A – Storage on demand" set forth in **RFQ Section III.C**). Bidders should also describe whether and how their offering exceeds the threshold requirements.

3. Support and Other Business Requirements

A commitment to provide, at a minimum, all the Support Requirements set forth in **Appendix A**.

Commencement of the manufacturer's warranty begins with the installation and powering up of the equipment. Commencement of warranty under SOW begins with acceptance of the Task or Deliverable under the SOW.

A description of how the Bidder will meet the warranty and life cycle service requirements set forth in **RFQ Section III.D** (Required Business Services) for the products set forth in **Table 1** and **Table 2** (including any additional rows in **Table 1** or **Table 2** as may be necessary to accommodate the "Option A – Storage on demand" set forth in **RFQ Section III.C**), if Bidder solution has hardware, is applicable including descriptions of:

- a. The Bidder's supplemental warranty programs.
- b. The duration of the Bidder's commitment to support the reference configurations with hardware, software, and services.
- c. The Bidder's response must address, point by point, the requirements set forth in **Appendix A** Bidders should also describe whether and how their offering exceeds the threshold requirements.
- d. Unlocked, editable copies of all relevant warranty, maintenance and support agreements, technical support description, software license, software maintenance and support agreement and any other boilerplate forms related to the procurement of the Bidder's proposed solution, submitted in MS Word format.
- e. A description of the Bidder's standard warranty for software and/or hardware
- 4. A statement as to how long it will take to deliver the product(s) once a purchase order is issued (which should not exceed 20 days from receipt of the purchase order). Unless otherwise agreed upon by ITD and the successful Bidder, all product(s) must be delivered by September 30th of the current Fiscal Year.
- 5. A statement of work ("<u>SOW</u>") in the form of the SOW attached hereto as <u>Attachment A</u> for the services Bidder proposes in its response to Appendix A. Bidders must detail in the SOW how the service, including without limitation the training and knowledge transfer, will take place (e.g. web sessions, in-house or onsite training, and materials/documents to be provided). *No pricing information should be included in the SOW*.
- 6. A chart showing the names and roles of Bidder personnel who will perform the services described in Bidder's response to **Appendix A**.

C. Cost Proposal

Bidders must submit a cost proposal based on **Table 1**, **Table 2**, **Table 3**, and **Appendix A** (including any additional rows in **Table 1** or **Table 2** as may be necessary to accommodate the "Option A – Storage on demand" set forth in **RFQ Section III.C**). The cost proposal must be physically separate from the Technical and Business Proposal and <u>must be clearly labeled</u>. The cost proposal must include:

- 1. A valid quote based on **Table 1**, **Table 2**, **Table 3**, and **Appendix A** (including any additional rows in **Table 1** or **Table 2** as may be necessary to accommodate the "Option A Storage on demand" set forth in **RFQ Section III.C**)that can be used to issue a purchase order, along with the address and contact information for the person to whom the purchase order/quote can be sent. This should include completed **Table 1**, **Table 2** and **Table 3** and:
 - a. A copy of the description provided in response to items above of the Technical and Business Proposal which includes detailed pricing information for the purchase of the solution.
 - b. A copy of the description provided in response to items in **Appendix A** which includes detailed pricing information for the purchase of the solution.
- 2. A statement of the rate of increases in maintenance rates after the initial years, if any (such rate may not exceed 3%).
- 3. Pricing for consulting services for the implementation of the Technical and Business Proposal provided in response to items in **Appendix A**. Consulting proposal should be for full installation and configuration of the VMAX and VNX storage arrays at the SDC.
- Pricing for training ITD staff required for the operation of the solution referred to in items in Table 1 and Table 2 (including any additional rows in Table 1 or Table 2 as may be necessary to accommodate the "Option A – Storage on demand" set forth in RFQ Section III.C) above.
- 5. The Cost Proposal must be an all-inclusive fixed price bid. All proposed software, hardware, or consulting services costs must include all costs and expenses, including without limitation delivery services, travel and all other costs and expense. The Commonwealth will not pay any costs and expenses not included in the Cost Proposal.
- 6. The Cost Proposal must clearly indicate level of maintenance offered and should include varying costs for different maintenance options (e.g., silver, gold, platinum).
- 7. In addition, in the Cost Proposal, Bidder must provide chart showing the names, roles, hourly rates and hours per resource of all Bidder personnel used to calculate the fixed price for all such personnel who will provide services listed in Bidder's response to **Appendix A**. Although this is a fixed price engagement, ITD reserves the right to negotiate the use of such resources, on a time and materials basis at the hourly

rates provided, for work closely related to the project described in this RFQ but not specifically described herein.

VIII Miscellaneous

By submitting a proposal in response to this RFQ, Bidders agree to the following terms:

- **A.** ITD will not pay for any costs other than those set forth in the Bidder's Cost Proposal to this RFQ. Note that the Commonwealth does not reimburse any costs related to travel and expenses in the course of providing products or services.
- **B.** All bids submitted in response to this RFQ must be valid for a minimum of ninety (90) calendar days.
- **C.** Extraneous marketing or promotional materials are discouraged and such information will not be factored into the evaluation of Bidders
- **D.** ITD will not pay any charges not set forth in this RFQ.

IX Evaluation Criteria

The responses to this RFQ will be evaluated based on the criteria listed below.

The criteria are listed in descending order of importance with the most important criteria listed first. The procurement management team reserves the right to remove from further consideration non-responsive bids and those that include attempts by the Bidder to alter the Commonwealth's standard legal terms.

- 1. Technical Specifications these criteria will establish the ability of the Bidder to provide the specified VMAX and VNX storage arrays, as detailed in **Table 1** and **Table 2**. The objective is to determine the Bidder's ability to precisely meet the system requirement provided herein.
- 2. Business Services these criteria will establish the ability of the Bidder to engage with ITD for the services described in Bidder's response to Appendix A for the products set forth in **Table 1** and **Table 2**.
- 3. Pricing for the Bidder's software, equipment, options, and services related to the solution described hereto.

X MISCELLANEOUS

A. Bid/Response Rejection

ITD reserves the right to reject any or all bids (responses), in whole or in part and for any reason deemed non-compliant or non-response per this RFQ, its attachments or any subsequent changes. Bidders are advised to check prior to submitting a response to ensure that they have the most recent RFQ files. Bidders may not alter (manually or electronically) the RFQ language or any RFQ component files. Modifications to the body of the RFQ, specifications, terms and conditions, or which change the intent of this RFQ are prohibited and may disqualify a response. ITD reserves the right not to enter any agreement under this RFQ.

B. Contract Amendments

ITD reserves the right to amend this RFQ or any contract resulting from this RFQ. ITD may negotiate changes to the original performance measures, reporting requirements or payment methodologies tied to performance at any time during the contract duration if they are consistent with the specifications of this RFQ. ITD reserves the right to negotiate and execute contract amendments with the contractor(s) which ITD determines as necessary to result in the intent of this RFQ, to amend the specifications for necessary requirements, or to result in a better valued contract. Negotiation would be with the successful contractor(s) of this RFQ. Amendments may include, but are not limited to, contract dollars, contract performance, increased or decreased obligations, scope of work, quantity, etc.

C. Limitations.

This RFQ does not commit the Commonwealth or ITD to approve a Statement of Work, pay any costs incurred in the preparation of a bidder's response to this RFQ or to procure or contract for products or services. ITD reserves the right to accept or reject any and all proposals received as a result of this RFQ and to contract for some, all or none of the products and services as a result of this RFQ. ITD further reserves the right to negotiate with any or all qualified bidders and to cancel in part or in its entirety this RFQ if it is in the best interest of ITD or the Commonwealth of Massachusetts to do so.

D. Review Rights

Responses to this RFQ may be reviewed and evaluated by any person(s) at the discretion of ITD including non-allied and independent consultants retained by ITD now or in the future, for the sole purpose of obtaining an analysis of responses. Any and all respondents may be asked to further explain or clarify in writing areas of their response during the review process. ITD retains the right to request further information from respondents.

E. Nonresponsive Bids

ITD reserves the right to exclude from further consideration nonresponsive bids that fail to meet the submission requirements of this RFQ.

F. Proprietary Notices.

All bids submitted in response to this RFQ shall be public record. All notices included in such bids to the effect that bid content is confidential or proprietary, that the distribution of such bids is prohibited or that by opening or accepting the bid ITD is accepting such terms, are null and void, and any portions of the response so marked shall still be considered public record.

<u>Appendix A – VMAX and VNX Storage Arrays Required Support Features</u>

Support Features

Warranty	
1	Vendor shall, provide at no-cost a basic manufacturers' warranty for hardware and shall provide at no-cost a warranty on its services and any systems it creates, configures or integrates under the SOW, both warranties including the following terms specified in ITC47: On-site, 3-year warranty, with no charges for parts, labor or transportation during the warranty period. Vendors must respond to a warranty service call within four (4) hours with a call back from the initial problem call and next business day on-site response time from the call back. In addition to 3 years of free telephone technical support 24x7x365 with a maximum response time to calls of 4 hours. Vendor shall provide OEM replacement parts for the length of the manufacturer warranty. Vendors should consider including supplemental warranty terms that extend coverage beyond the basic terms.
Support Service and Other Terms	
	Vendor shall provide support services beyond basic warranty. Vendors should itemize support options and other itemized terms as part of the response to the RFQ. Support services and other terms could include, but are not limited to:
2 Timeframes for delivery and installation; Shipping/freight costs; Installation/s costs; Extended warranty options and costs	
3	Costs for project management/consulting services for implementation of solution (fixed project price versus hourly rate)
4	Training /knowledge transfer included; costs and options for additional training
5	Maintenance service options including annual maintenance costs, response time for service, method of response, coverage period, and any other relevant terms
Life Cycle	
6	All units sold shall have a remaining lifetime of no less than 5 years of life. Vendor agrees that it shall not end-of-life support for any system sold under this agreement for the 5-year period