



**Administrative  
Office of the Courts**

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***Technology Services Division***

**Authorization to award – January 31, 2003  
Vendor – IBM Business Continuity and Recovery Services**

**Scope Statement for  
Business Recovery Services  
Hot Site Services**

**BCRS Contract  
Attachment #1  
ITS-000696A**

**August 30, 2001**

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Department/Agency:	Administrative Office of Courts (AOC)
Issue Date:	August 30, 2001
Short Description:	AOC Business Continuity Services
Due Date for Scope Statement Responses:	<b>September 25, 2001 – 2:00 p.m. EST</b>
BCRS Umbrella Contract Manager:	Joan Mize, Statewide IT Procurement Office
Project Sponsor:	Cliff Layman, AOC, CIO
Project Manager:	Robert Gretsinger, Business Continuity Coordinator 919-716-5002 Robert.Gretsinger@aac.state.nc.us
Deadline for Vendor Questions:	<b>September 10, 2001</b>
Submit Questions to:	Administrative Office of Courts Purchasing Services Division Via Fax <u>only</u> : 919-662-3597

Submit all vendor questions as instructed above. All questions will be answered and submitted to vendors by 5:00 p.m. on September 13, 2001, or soon thereafter.

**A. Scope Statement Purpose**

The purpose of this scope statement is to procure hot-site recovery services for the AOC Data Center.

**B. Description of Business Functions**

AOC serves as the data center for the North Carolina Court system. AOC operates mainframe and server class machines, as well as a statewide network (TCP/IP and SNA) LAN and WAN to support a number of court applications.

**C. Scope/Objectives**

The recovery time objective is 24-48 hours for the mainframe and 48-72 hours for the client-server systems. The recovery point objective is 24 hours. Weekly, full-system back-ups are performed for the mainframe production environment, which establishes a baseline for applications and production data. Nightly catalog backups and weekly database backups are performed, with tape back-ups being transported off-site daily. In the client-server environment, some servers are backed up daily and some weekly. Backups are taken to off-site storage. The recovery plan includes transport or shipping of the tape back-ups to the recovery facility by AOC personnel, restoration of all applications and production data, and network connection to the AOC LAN, WAN network.

**D. Recovery Requirements**

A detailed description of the equipment is provided below.

**Mainframe Environment:**

IBM 9672-R36 3-Processors

The following **minimum** requirements are necessary to support mainframe operations at the recovery site immediately after declaration of a disaster. All proposed equipment must be specified for each category including model numbers and, where appropriate, rated speeds.

CPU Requirements

**LPAR MIPS – 345**

<b>Central Storage</b>	<b>Expanded Storage</b>
2208 MB	1808 MB
<b>Totals: 2208 MB</b>	<b>1808 MB</b>

The LPAR runs OS/390- 2.8 with associated support software such as CICS, CMS, and DB2.

**32** ESCON channels, **18** Parallel channels  
**2** OSA/2 cards for TCP/IP

#### Disk Storage Requirements

All disk storage for the recovery site must be EMC.

**188** volumes (2.740 GB each) total **515.12** GB

Connectivity must be provided to ensure adequate I/O response. Expectations for response are 6-8 MS per I/O across a 24-hour day. ESCON connections from the OS/390 mainframe systems noted above must also be provided to an EMC 5500 (or equivalent) DASD subsystem.

**15** PC workstations, 400 MHz Pentium with 128 MB memory, 4 gig free disk space, Windows NT

#### Magnetic Tape Requirements

**24** IBM type 5490 36 track drives (or equivalent) with autoloaders  
**2** Memorex 5480 tape drives, 18 track  
**2** 3400 tap drives, 6250 BPI

#### Printer Requirements

**2** IBM 6262 impact printers

#### **Server Requirements for Data Center:**

##### Client-Server Equipment

**4** Netfinity 7100, Xeon 700Mhz, 2gb Cache (IBM)  
**4** 512Mb ECC RDIMM memory  
**4** 700 Mhz Xeon, 2gb Cache Processor  
**8** 9.1 Gb 10K RPM SCSI Drive  
**2** 3 HB ServRad Controller  
**1** EXP 200  
**5** 36GB 10K RPM SCSI Drive for EXP 200

**5** Netfinity 4500R, Pentium III 866 Mhz, Dual processor Capable, 128MB Ram, 5 PCI slots, 6 hot swap bays, Integrated U160 SCSI controller, 40X internal CD ROM Drive. Integrated 10/100 Ethernet

**5** Netfinity PIII 866 Mhz Processor kit  
**20** Netfinity 256MB, 133Mhz ECC SDRAM RDIMM 640MB Upgrade  
**20** Netfinity 18.2GB U160 SCSI Hard Drive, 10K rpm  
**5** Netfinity ServeRaid 4L, U1160 SCSI Adapter, Single Channel  
**10** Netfinity 10/100 Ethernet PCI Adapter

**10** Netfinity 5500 Servers, 256Mb SDRAM  
**20** 9.1GB 10K RPM SCSI Slim Line Drive  
**12** Additional PII 350/100 Mhz Processor  
**10** 20/40 Internal DLT SCSI Tape Drive

**10** Netfinity PIII 600/512Kb, 128Mb  
**22** 512Mb Memory  
**10** Pentium III 600Mhz/512Kb Processor  
**22** 9.1Gb 10K HDD

Network Environment

- 3 Cisco 2600 Dual Ethernet
- 3 Cisco 3600 Ethernet/Token Ring
- 2 Cisco 7206 DS3/Ethernet/Token Ring
- 2 Cisco 7206 ESCON/Ethernet/Token Ring
- 2 Cisco 7204 ESCON/Ethernet/Token Ring
- 3 Alteon WebSwitch
- 6 Routers
- 1 3746/900 Two NCP's, 4TICs
- 1 DS3, Frame Relay
  
- 1 Sun Enterprise 250
- 1 Sun Ultra 60
- 2 Sun Netra
- 1 Sun Netra 105
- 2 Nokia IP 650
- 1 Dell Optiplex GM500
- 1 Netfinity 3000
- 1 HP Netserver 5/100

Response must address how network communication will be established between the recovery center and the County Court systems in North Carolina.

**E. Security Requirements**

Vendor must be, and remain, compliant with all state and federal regulations for processing information, including but not limited to IRS 1075, HIPAA (Health Information Portability and Accountability Act), and any future regulations imposed upon AOC, or by AOC pursuant to future statutory or regulatory requirements. U.S. Department of Defense level C2 security is preferred. Response must specify all security and facility protection (e.g. back-up power supply) measures that are in place in each proposed recovery site. Compliance with federal or state statutory and regulatory requirements shall be determined by the State at AOC's sole discretion.

Preference will be given to vendors who are able to provide data encryption between the in-state point of presence and the recovery center. Encryption standards may be subject to federal or state statutory and regulatory requirements, and shall be determined by the State at AOC's sole discretion.

Preference will be given to vendors who are able to provide separate physical partitions of DASD and a separate processor.

**F. Testing Requirements**

AOC requires 48 hours of test time each year and may want to break this down into two 24-hour tests for each year of the contract. Due to audit findings recommending that tests be scheduled outside of hurricane season, preference will be given to vendors who can provide testing dates in May and November each year, avoiding holidays such as Mother's Day weekend and Memorial Day weekend in May and Veteran's Day and Thanksgiving week in November. AOC would prefer to have the testing dates/times start on a Saturday morning. At least one test per year will have to be on a weekend so that AOC can test the network outside of normal business hours. Response must include the total test time associated with the subscription as well as the cost and availability of additional test time. Within 45 days of contract award, the successful Vendor must develop a test plan. AOC needs to perform an initial 24-hour test in year 2001.

**G. Length of Contract**

Responses must be submitted for a contract term of three (3) years, with the option of extending the contract term for a fourth year or a fifth year. This contract will begin when an award is made.

**H. Response Requirements**

Response must address the following points:

- A detailed description of your proposed solution
- The location of your proposed primary and secondary recovery sites, both of which must meet all equipment and capacity requirements, and both of which must be located within the lower 48 states.
- Any networking capability for interconnection of recovery sites
- Number of technical staff, by function, supporting each relevant platform and telecommunications at primary and secondary site
- Support provided during testing and a declared disaster
- Testing dates as described in Section F, scheduled for 2001-2003
- Security measures in place at each proposed recovery center; any security ratings such as C2
- Facility protection measures in place at each proposed recovery center
- Description of the declaration process, including a step-by-step description of actions and a timeline for access to the recovery center
- Policy and ability to handle multiple declarations
- Contract management process
- Description and proposed location of cold-site facility (20,000 sq. feet), preferably within 50 miles of Raleigh, NC
- Any applicable Service Level Agreements

**I. Vendor Proposal Costs**

The total cost of providing each piece of equipment or service must be listed independently. Costs must cover all requirements set forth in this document, unless otherwise noted.

All costs for items listed in Section D must be presented using the following table format:

ITEM	Quantity Requested By AOC	Quantity Available @ Primary Site	# of Current Subscriptions For Item	Max # of Subscriptions Allowed for Item	Total Cost

Additionally, a separate table must also be presented in the above format for the following (use N/A for any columns that are not applicable):

- Declaration fee schedule and all costs associated with occupancy of the recovery center during a disaster. AOC would like the declaration fee tied to the occupancy fee (i.e., no declaration fee per se but AOC will pay two days' occupancy fee when AOC declares a disaster, this will be paid even if AOC does not occupy the hot site).
- Additional testing time by the hour
- Vendor operated test, as described in Section F
- Cold site facility
- Separate figure for the Data Center Client Server equipment list
- Attendance fee to vendor's yearly customer conference
- Yearly increase in mips, gigabyte storage, test time, and overall equipment list
- Administrative fees during testing
- Hot-site occupancy time after declaration
- Use of customer storage locker at hot site

**J. Political or Business Environment**

AOC is a receipts-supported agency and provides IP services to the North Carolina court system. For this reason, AOC is subject to stringent federal and state statutes and regulations. This includes IRS 1075,

HIPAA, etc. Vendors are encouraged to propose services, business recovery models, incentives or other measures designed to achieve and maximize AOC’s purposes and requirements.

**K. Additional Vendor Qualifications**

Mandatory Qualifications include:

- Ability to meet all mainframe, network, and server requirements included in Section D of this document, excluding those specifically stated as optional or preferable.
- Compliance with all security requirements as described in Section E of this document, excluding those specifically stated as optional or preferable.

Failure to meet these qualifications in the judgment of the evaluators will disqualify the vendor.

**L. Additional Contractual Terms**

If data communication is established between North Carolina and the primary hot-site facility, and during a declaration AOC is directed to the secondary hot-site facility, the vendor will bear the cost of re-routing communications. Additionally, the AOC team must be physically located in the same location for both testing and in the case of a declaration.

All equipment and services must be priced independently, allowing AOC the ability to modify individually by line item as needed. The response should specifically state the contract change management process.

Due to the changing technical environment at AOC, it is expected that the detailed technical requirements contained in this document will change between the issue date and when the contract is awarded. The changes are not expected to be material, however the awarded vendor is expected to include the changes when the initial contract is established.

**M. Evaluation Criteria**

The selection criteria will be based on the "best value" concept rather than on lowest cost. Source selection will be in accordance with the trade-off method as described in the North Carolina Administrative Code, Title 9, Chapter 06B.0302. For this scope statement, the evaluation criteria shall be:

<b>Criteria #</b>	<b>Criteria Description</b>	<b>Percentage Weight</b>
1	Equipment brand and model proposed	20
2	Ability to meet testing dates and requirements as described in section F	20
3	Total cost of ownership (contract costs plus costs associated with conducting tests)	20
4	Ability to provide separate physical partitions of DASD and separate processors	10
5	Ability to provide data encryption between the vendor’s in-state POP and the recovery center	10
6	Capacity from the vendor’s in-state POP to the recovery center	10
7	Availability and cost of items outlined in section I	5
8	Business processes and approach, including declaration policy and process and contract management process.	5

The evaluation committee may request written clarifications of any offer received. However, the State may, at AOC's sole discretion, refuse to accept in full or partially the response to a clarification request given by any vendor. Vendor is cautioned that the evaluators are not required to request clarification; nor is the State required to conduct negotiations; therefore, all offers should be complete and reflect the most favorable terms.

The State may, at AOC's sole discretion, conduct negotiations with one or more vendors after the bid opening. Any aspect of a vendor’s bid, including price, may be subject to negotiation. The State may

request vendors to revise either or both their technical and price responses for resubmission during negotiations. This request, if made, may be made in the form of requesting a Best and Final Offer setting forth the result of the negotiations. Final ranking of responses and award of the contract will be made after the State reviews all bids and completes AOC evaluation, or if negotiations are conducted, after all rounds of Best and Final Offers have concluded. Award will be made to the vendor with the most advantageous overall score.

The State reserves the right to reject any bid failing to meet the required evaluation criteria.

Note: Those vendors who do not satisfy the Vendor Qualifications specified in Section K will not be considered in the evaluation process.

**N. Administrative Items**

Important: Must submit three (3) hardcopy originals of vendor response, signed by an authorized officer of the corporation. In addition, two (2) electronic copies of vendor response in PDF format are required on diskette or CD-ROM.

Response should be clearly labeled as a "Response to the AOC Business Continuity Services Scope Statement No. **ITS-000696A**."

All responses are due on **Tuesday, September 25, 2001, by 2:00 p.m.** to the following address:

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
ITS CONTROL NO. <b>ITS-000696A</b> Administrative Office of the Courts Purchasing Services Division P.O. Box 2448 Raleigh, NC 27602	ITS CONTROL NO. <b>ITS-000696A</b> Administrative Office of the Courts Purchasing Services Division 309 Chapanoke Road Raleigh, NC 27602

**O. Execution of Scope Statement**

Responding vendors must include the signed Execution of Scope Statement form provided on the following page.



**EXECUTION OF SCOPE STATEMENT**

By signing below, the Offeror certifies that:

- An authorized representative of the Offeror signed this scope statement response.
- This scope statement response was not derived through any acts of collusion as stated in NCGS 147-33.100.
- The Offeror agrees to all the mandatory terms and conditions and agrees to pay the 2% administrative fee to ITS per Section I, Paragraph B, of the ITS Business Continuity and Recovery Services Contract.

Therefore in compliance with the foregoing Scope Statement and subject to all terms and conditions of the ITS Business Continuity and Recovery Services Contract, including all exhibits, the undersigned offers and agrees to furnish the services set forth in the Scope Statement if the Scope Statement Response is accepted by the State.

**Failure to execute/sign scope statement prior to submittal shall render it invalid. Late bids are not acceptable.**

OFFEROR:		FEDERAL ID OR SOCIAL SECURITY NO.:	
STREET ADDRESS:		P.O. BOX:	ZIP FOR P.O. BOX:
CITY, STATE & ZIP:		TELEPHONE NUMBER: ( )	FAX NUMBER ( )
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		TOLL FREE TELEPHONE NUMBER: ( )	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Acceptance by Agency is contingent upon ITS approval of the Agency's recommendation of award. This contract award was approved by ITS on \_\_\_\_\_, 20\_\_\_\_, as indicated by attached certification letter from ITS.

**ACCEPTANCE OF SCOPE STATEMENT RESPONSE**

If any or all parts of this scope are accepted, an authorized representative of Contracting Agency shall affix their signature hereto and this document along with the provisions of the Umbrella Contract shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful offeror(s).

<p><b>FOR CONTRACTING AGENCY USE ONLY</b></p> <p>Offer accepted this _____ day of _____, 20____, as indicated on attached certification or purchase order, by _____ (Authorized representative of Contracting Agency)</p>
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