



SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

REQUEST FOR PROPOSAL

SERVER CONSOLIDATION/VIRTUALIZATION PROJECT

RFP NUMBER **07RFP01-IT**

PROPOSALS DUE BY

FRIDAY, DECEMBER 21, 2007

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I. INTRODUCTION-SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body

The Superior Court of California, County of Marin ("Court") is issuing this Request for Proposal ("RFP") to provide the Court with competitive bids for a server and data storage virtualization and consolidation project

1.2 Project Overview

The Court is requesting proposals from highly qualified vendors with expertise in providing server and storage virtualization and consolidation; including:

- Design
- Hardware upgrades (we anticipate utilizing our current Dell 2950 servers and CX500 SAN)
- Software
- Installation of the system
- Support and maintenance services

This project is being implemented to provide features and functionality to take the court to the next generation of server technologies and to provide a scalable and highly available virtualized environment to support the court's core day-to-day technology systems including but not limited to:

- Directory Services
- Exchange Server
- Jury Management
- SQL Server Databases
- Document Imaging
- File Storage and Network Printing
- Backup and Recovery
- Anti-virus / Anti-malware Updates
- Systems Management
- Payroll
- DMZ Application Server
- Internet Servers

The Court intends to award a contract to a vendor that is able to provide a complete hardware and software server virtualization and consolidation package and professional services for installation and support, to include:

- Specifying additional storage needs
- VMware software
- Backup solution including SQL Server and Exchange Agents
- Train system administrators to manage the entire solution

The Court reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFP. The Court further reserves the right to make no award, to modify, or to cancel this RFP, in whole or in part.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The Court has developed the following list of key events from RFP issuance through notice contract award. All deadlines are subject to change at the Court's discretion.

No.	Event	Date
1	Issue RFP	November 20, 2007
2	Email Intent to Participate in Preproposal Conference	December 3, 2007
3	Mandatory Preproposal Conference Date and Time	December 6, 2007, 2:00PM
4	Deadline for Proposer Questions and Clarifications	December 14, 2007
5	Responses to Questions	December 18, 2007
6	Proposal Due Date and Time (Pacific Time)	December 21, 2007, 3:00PM
7	Potential Interviews and Negotiations	December 24-January 11, 2008
8	Notice of Award (estimated)	January 18, 2008

The RFP and any addenda that may be issued will be available on the following website:
<http://www.co.marin.ca.us/courts/pbids.cfm>

2.1.1 Contact List

An email Letter of Intent to participate in the mandatory preproposal conference must be delivered no later than the end of the business day Monday, December 3, 2007 to the following address:

Bill_Bretag@marincourt.org

Questions or clarifications concerning this RFP must be delivered in writing or via email no later than the end of the business day Friday, December 14, 2007 to the following address:

Marin County Superior Court
Attn: Bill Bretag
3501 Civic Center Drive, Room 116
San Rafael, California 94903
E-mail: Bill_Bretag@marincourt.org

Proposals must be delivered following the guidelines set forth in Section 2.4.1 by 3:00pm Friday, December 21, 2007 to the following address:

Marin County Superior Court
Attn. Bill Bretag
3501 Civic Center Drive, Room 116
San Rafael, California 94903

2.1.2 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to the solicitation document will become the property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. **Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.** Even though the Public Records Act (PRA) does not apply to the Court, the Court's policy is to look to the PRA for guidance in responding to requests for documents. If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the Court does not consider such material to be exempt from disclosure under the PRA, the material may be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

2.1.3 Proposal Preparation Costs

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Mandatory Preproposal Conference

A mandatory preproposal conference to answer questions related to this RFP will be held on the date and time specified in [Section 2.1](#). The location of the pre-proposal conference is stated below:

Marin County Superior Court
3501 Civic Center Drive
Room 116
San Rafael, CA 94903

The pre-proposal conference is mandatory; prospective proposers are required to attend in order to better understand the proposal requirements. In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. A representative may only sign in for one vendor. Proposals from vendors who did not attend the pre-proposal conference will not be accepted and will be returned unopened.

An email Letter of Intent from a preproposal conference participant must be sent to the Submittal Contact email address listed in [Section 2.1.1](#) by the date noted in [Section 2.1](#) indicating the number of individuals who plan on attending the preproposal conference.

The Court will prepare a summary of questions and answers from the pre-proposal conference, as an addendum, which will be provided to attendees.

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

Vendors interested in responding to this solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. All questions and requests must be submitted in writing to the Submittal Contact listed in Section 2.1.1 no later than the date specified in Section 2.1. Questions or requests submitted after the due date will not be answered.

Without disclosing the source of the question or request, the Project Manager will provide a copy of the questions to potential proposers or, if appropriate, post a copy of the questions and the Court's responses on the Court website.

If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2.3.2 Ambiguity, Discrepancies, Omissions

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Submittal Contact listed in Section 2.1.1 written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of proposals by providing an addendum to potential proposers or, if identified in Section 2.1, by posting the addendum on the Court website.

If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.3.3 Contact with Court

Vendors are specifically directed NOT to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's response.

2.3.4 RFP Addenda

The Court may modify this solicitation document prior to the date fixed for submission of proposals by providing notice to potential proposers or, if identified in Section 2.1, by posting an addendum on the Court's website. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed in Section 2.1.1 no later than three (3) business days following the date the addendum provided or posted.

Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the proposal to include all addenda issued in any resulting contract.

2.4 Submission of Proposals

2.4.1 Proposal Delivery

The following must be received no later than the Proposal Due Date and Time specified in [Section 2.1](#) at the address listed in [Section 2.1.1](#).

- One unbound original of the technical proposal and four unbound copies.
- One unbound original of the pricing proposal and four unbound copies
- One electronic copy of the technical proposal in MS Document or PDF format.

All proposals must be submitted in double envelopes that are sealed. The outside envelope must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the proposer's name. **The cost proposal must be included in the proposal in a separately sealed envelope and should be marked with "Cost Proposal" and the proposer's name. The hard copies and electronic copies of the technical proposal must not include any pricing information.**

All proposals must be delivered via U.S. Mail, common carrier, or hand delivery. A receipt should be requested for hand delivered material.

Proposals received prior to the proposal due date that are marked properly will be securely kept, unopened until the proposal due date. Late proposals will not be considered.

The proposer is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Court shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

2.4.2 Amendment or Withdrawal of Proposals

A vendor may amend its proposal prior to the proposal due date. All amendments must be in writing and received by the Court prior to the proposal due date.

A vendor may withdraw its proposal at any time prior to the proposal due date by notifying the Submittal Contact listed in [Section 2.1.1](#) in writing of its withdrawal. Amendments or withdrawals offered in any other manner, than described above will not be considered. Proposals cannot be amended or withdrawn after the proposal due date.

2.4.3 Mistake in Proposal

If prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Submittal Contact listed in [Section 2.1.1](#) in writing and request to withdraw the proposal. It shall be solely within the Court's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Court may consider permitting withdrawal of specific line item(s) or combination of items.

2.4.4 Error in Submitted Proposals

If an error is discovered in a vendor's proposal, the Court may at its sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The Court may, at its sole option, allow the proposer to correct obvious clerical errors. In determining if a correction will be allowed, the Court will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If the proposer's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the proposer to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

2.4.5 Authorized Signatures, Validity Period of Proposals

Proposals must include the vendor name, address, telephone and facsimile numbers, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the vendor and include the name, title, address, and telephone number of the individual who is the proposer's designated representative.

Proposals will be valid for ninety (90) days after the proposal due date specified in [Section 2.1](#) ("Proposal Validity Date"). In the event a final contract has not been awarded by the date specified in [Section 2.1](#), the Court reserves the right to negotiate extensions to the Proposal Validity Date.

2.4.6 Knowledge of Requirements

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer's sole risk.

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide notice to perspective proposers or, if identified in [Section 2.1](#), post addenda and clarifications to the Court website; however, it is the proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal due date.

2.4.7 Independence of Proposal and Joint Proposals

Unless a proposer is submitting a joint proposal, the proposer represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

2.4.8 Covenant Against Gratuities

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, to any officer, official, agent, or employee of any Court with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part. The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

2.5 Overview of Evaluation Process

2.5.1 Evaluation Committee

The Court will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any vendor. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth in Section 2.6.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.7. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

2.5.2 Reservation of Rights

The Court, in its complete discretion, may eliminate proposals that have not meet the minimum qualifications of Section 2.6, or have not scored adequately in relation to other proposals to warrant further consideration. The Court reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.

The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the proposer so restricts its proposal, the Court may consider the proposer's restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for further evaluation.

The Court reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the Court can negotiate with other proposers or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award

under this RFP. Moreover, the Court reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with vendors to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

2.5.3 Evaluation of Cost Sheets

Cost sheets will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the proposer to provide an electronic copy of the cost sheets and there is a discrepancy in the printed cost sheets and the electronic copy, the pricing on the printed cost sheets will be evaluated.

Where more than one line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated proposer, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided

2.5.4 Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The Court may require a proposer's representative to answer questions during the evaluation process with regard to the vendor's proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

2.5.5 Brand Names

Any reference to brand names and/or numbers in the solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Proposals offering equivalent items meeting the standards of quality specified may be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brand. Unless a proposer specifies otherwise, it is understood that the proposer is offering a referenced brand item as specified in the solicitation. The Court reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the Court may require the supply of additional descriptive material and a sample.

2.5.6 Samples

Samples of goods may be required prior to award to determine proposer's responsiveness to the RFP's technical requirements. If requested, such samples must be provided at no cost and delivered to the address specified within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection of a vendor's proposal.

Unless expressly set forth in the solicitation, the sample of goods furnished must be identical in all respects to the product or products being offered.

Proposers offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the Court to determine if the item offered is

equivalent to and meets the minimum standards of quality acceptable to the Court as indicated by the manufacturer and model number specified in the solicitation.

Samples, if not destroyed by tests, may, upon request made by the proposer at the time the sample is furnished, be returned at proposer's expense.

2.6 Minimum Qualifications

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of vendor and any proposed subcontractors):

1. Be a VMware Authorized Consultant (VAC) and in good standing with the other required hardware and software companies.
2. Employ a minimum of three technicians qualified to install, maintain, and support the required hardware and software.
3. Neither vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither vendor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference Attachment E, Vendor Certification Form).
4. Insurance, bonding, and other requirements included in the courts standard contract.

The proposer must state specifically in its Executive Summary (see [Section 3.1](#)) how it will comply with each minimum qualification specified above. Subject to the Court's right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

Vendors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.

2.7 Evaluation Criteria

Proposals will be evaluated to determine the proposal or proposals that offers the best value to the Court. The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

- a. Experience on similar assignment
- b. Credentials of staff to be assigned to the project
- c. Cost/Pricing factors
- d. Financial viability and stability
- e. Implementation Plan
- f. Ability to meet timing requirements to complete the project
- g. References

2.8 Interviews and Negotiations

2.8.1 Interviews

Following the initial screening of proposals, the Court reserves the right to require, and each proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the Court determines that interviews or presentations are required, selected proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

2.8.2 Negotiations

If the Court desires to enter into negotiations, they will do so with one or more proposers, at their discretion. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other proposers or make no award under this RFP. The Court reserves the right to award a contract, if any, without negotiations.

2.8.3 Payment

Payment is made based upon completion of tasks as provided in the contract between the Court and any selected vendor.

2.8.4 News Releases

News releases pertaining to the award of any contract resulting from this solicitation may not be made by a vendor without the prior written approval of Kim Turner, Court Executive Officer.

2.9 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful proposer(s) will be required to execute a Contract, and provide a certificate of insurance within thirty (30) business days of award. The period for execution of the Contract may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties.

2.10 Protest Procedures

2.10.1 General

Failure of proposer to comply with the protest procedures set forth in this Section 2.10, will render a protest inadequate and untimely, and will result in rejection of the protest. In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

2.10.2 Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the proposal due date.

The protestor will have exhausted all administrative remedies specified in Section 2.3.1, Request for Clarification or Modifications; Section 2.3.2, Ambiguity, Discrepancies, Omissions; Section 2.3.4, RFP Addenda; and this Section as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2.10.3 After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document.
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
- c. The vendor believes that the Court has incorrectly selected another vendor submitting a proposal for an award.

Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

2.10.4 Form of Protest

A vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposal section of this RFP who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

2.10.5 Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the Court will provide a written determination to the protestor prior to the Proposal Closing Time. If required, the Court may extend the Proposal Closing Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect

to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.6 Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the vendor within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.7 Appeals Process

The Contracting Officer's decision shall be considered the final action by the Court unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court Executive Officer, within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is limited to:

- A. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted; or
- B. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- C. The decision of the Contracting Officer was in error of law or regulation.

The request for appeal shall include:

- (1) The name, address telephone and facsimile numbers of the vendor filing the appeal or their representative;
- (2) A copy of the Contracting Officer's decision;
- (3) The legal and factual basis for the appeal; and
- (4) The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the Court Executive Officer will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Court Executive Officer shall constitute the Court's final action.

2.10.8 Protest Remedies

If the protest is upheld, the Court will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s). The Court may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-compete the contract;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

2.11 General Instructions for Pricing

Vendor must submit pricing as required by Attachment C, Pricing Sheet. Vendors chosen for contract negotiations will be responsible for ensuring that pricing in contract documents do not conflict with prices submitted in response to this RFP.

Pricing should include all anticipated charges, including but not limited to, freight and delivery, insurance, cost of materials and product, travel expenses, overhead, profits, and other costs or expenses incidental to the vendor's performance.

The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any Subcontractor's employee's wages. The Court will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a vendor's invoice.

2.12 Government Rates

It is expected that all vendors responding to this solicitation will offer the vendor's government or most favorable comparable rates.

2.13 Warranty

It is expected that the required hardware and software will be new, unmodified equipment and that all warranties will be intact. Vendors cannot perform any work on equipment or software that invalidates any or all parts of any warranties. Any modifications or customization done on the hardware or software must be accepted and approved by the Court. If the vendor is providing any warranty on equipment or software beyond the standard warranties, they should be describe

2.14 Contract Terms

Vendors should include a copy of their standard purchase and software licensing agreement with the response to the RFP. Although the Court will consider contract language proposed by a vendor, the Court will not be bound by contract language received as part of a prospective vendor's response. If the proposer requires that the Court be bound by some or all of the vendor's proposed contract language, the proposal may be considered nonresponsive and may be rejected.

2.15 Existing Network Environment Description

Servers

The current servers that are slated to be included in the consolidation and virtualization effort include:

- 28 production servers of varying clock speed and capacity
- Servers are Dell 2650, 2850, and 2950 with one 6450 and one 1950
- All servers are equipped with dual processors
- Average CPU utilization is approximately 2%, peaking at just over 5%

SAN

Our current Fibre Channel SAN consists of:

- Dell/EMC CX500 storage array
- Brocade SilkWorm 4100 switches
- A Dell PowerVault ML6010 tape backup unit

Network Infrastructure

The purpose of this section is to describe the Marin Court's network infrastructure for informational purposes only.

The court has 2 physical locations, connected via fiber (LAN).

The two facilities are fiber connected via 2 pair MM Fiber from the server room in the main building to a core fiber patch panel in the remote building. Each of the 7 switch closets in the main building have 12 pair MM Fiber that run from each closet back to the core fiber patch panel.

The core switches at the main site are two Cisco 6509s with redundant CPU's, fans, power supplies and supervisor cards. They each have one 16-port Gigabit Ethernet GBIC card, one 48-port 10/100 Ethernet card, and one 16-port 10/100/1000 Ethernet RJ-45 card.

END OF INFORMATIONAL SECTION OF RFP

III. PROPOSAL FORMAT AND CONTENT

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.

3.1 Executive Summary

3.1.1 Executive Summary Content

The proposer must provide an Executive Summary of its proposal. The Executive Summary should be a "high-level", general overview of how the vendor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the proposer's understanding of the requirements. The proposer must also address in this section how it meets the minimum qualification requirements in Section 2.6.

3.1.2 Vendor Information, Validity, and Authorized Signature

The Executive Summary should include the vendor information, validity period, and authorized signature, as required in Section 2.4.5.

3.2 Company and Subcontractor Information

3.2.1 Company Background Information

The Court requires the vendor to be a reputable company of strong financial standing and have extensive experience in the design, installation, and management of the required hardware and software. The vendor's proposal must provide the information requested below. If the proposer is a joint venture, information about the prime subcontractor and the subcontractor must be submitted separately. The information to be provided is as follows:

- a. Complete name and address of main company location.
- b. Federal Tax Identification Number.
- c. If incorporated, state in which incorporated.
- d. A brief description of the vendor's organization.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing products and services similar in size and scope to those requested in this RFP.
- h. Total number of employees.
- i. Insurance minimum of \$1 million general liability and professional liability including property damage. Bonded.
- j. VMware Certification.
- k. If subcontractors are proposed for this RFP, describe the vendor's contract management process for subcontractors included in the vendor's proposal and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the vendor and each proposed subcontractor.

3.2.2 Subcontractors

If subcontractors are proposed for this RFP, provide the following information for each Subcontractor:

- a. Complete name and address of main company location.
- b. Federal Tax Identification Number.
- c. If incorporated, state in which incorporated.
- d. A brief description of the subcontractor's organization.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing products and services similar in size and scope to those requested in this RFP.
- h. Total number of employees.
- i. Insurance minimum of \$1 million general liability and professional liability including property damage. Bonded.

3.3 Experience and Qualifications

3.3.1 Prior Experience and References

The Court requires the vendor and its subcontractors to have prior experience in all aspects of the products and services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP. Vendor shall:

Describe the vendor's experience as it pertains to providing products and services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.

Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom the vendor has provided similar products and services within the last 18 months. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract. The Court may contact some or all of the references provided in order to determine the vendor's performance record. The Court reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

3.3.2 Subcontracts

If the vendor intends to subcontract, describe the vendor's experience with each of the proposed subcontractors. For each proposed subcontractor provide the names, addresses, and telephone numbers for a minimum of three (3) customer references, for products and services similar to those described in this RFP. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract.

3.4 Personnel, Staffing, and System Support Operations

3.4.1 Design and Installation Project Team and Project Manager

Proposers shall provide the name, a role description, and brief statement of qualifications for the specific individuals that will be assigned to complete the design and installation of the required hardware and software, including a Project Manager and Technicians.

3.4.2 Post Install

Support Team and Customer Service Operations

Proposers shall provide a description of the Customer Service operation that will support the Court after the successful completion of the installation. The information provided should include a brief description of the following.

- a. Ongoing Account Management and Customer Support.
- b. Contact process (phone, email, fax, ect.) during regular business hours and non business hours.
- c. Remote monitoring capabilities offered.
- d. Standard onsite service response times guaranteed by the vendor.
- e. Follow-up process for customer reported trouble tickets
- f. Internal procedures to track customer service contact and resolution.
- g. Escalation process to resolve outstanding customer service issues.
- h. The location from which service technicians will be dispatched for onsite services
- i. Description of how subcontractors are used in support and the guarantee of performance standards.

3.4.3 Installation and Cutover Project Plan

Proposers shall provide a description of the installation and cutover project plan. The information provided should include, at a minimum, a description of installation methodology, milestones and a proposed sample project schedule. The court intends to assign Sr. Technology resources for full time participation through all phases of the project. However, we would like the proposer to describe the expected role of Court Personnel as part of installation plan.

3.5 Invoicing

Vendor shall provide a description of the invoicing process for the required hardware, software, and professional services. Vendor selected will be required to provide payment schedule based on mutually agreed acceptance of implementation. If there are unique billing arrangements for deposits, leasing terms, or auto renewal of any services (i.e. Maintenance), this should be described. The court is not able to make pre-payments on goods or services that have not been received.

IV. UNIT AND PROFESSIONAL SERVICES PRICING

Pricing must be submitted using the format found in Attachment C.

The sections of Attachment C should be interpreted and completed as follows:

- A. Hardware - Vendors must provide a per unit price for each listed item, excluding sales tax, delivery or any professional services, assuming the quantities appropriate for this proposal. Vendors should assume for this RFP that rack space and power are available for all equipment.
- B. Software - Vendors must provide a per unit price for each listed item, excluding sales tax, delivery or any professional services, assuming the quantities appropriate for this proposal.
- C. Design and Installation Professional Services - Vendors must provide a labor price for each listed item. That list is intended to include as professional services that will be required to design, install and support through successful deployment the new virtual/consolidated server system. The total of the items as shown on the response sheet will be considered a Not To Exceed price for all labor, exclusive of equipment purchases.
- D. Ongoing Support Costs - In this section vendors are to provide prices for post warranty service agreements and hourly rates for services not covered by service agreements, as specified. If the vendor does not offer one of the line items requested, that item should be marked as "N/A".

Attachment A

Proposal Checklist

The following is a checklist of the information and documents that must be provided in proposal submissions. All documents, except those marked as optional, must be provided, or the proposal will be incomplete and the Court will not consider the proposal. Clearly mark all documents provided in RFP Response and reference documents to the specific section below.

1. Executive Summary, Including Name & Qualifications

Minimally, all relevant information requested in Sections 2.45, 2.6, 3.1, 3.2.1 and 3.4.1 should be provided.

2. References

All relevant information requested in Section 3.3 should be provided.

3. Implementation, Including Training

All relevant information requested in Section 3.4.3 should be provided. Information should address installation, cutover and training.

4. Customer Service/Ongoing Support

Proposers are required to provide information requested in Section 3.4.2. Information should address post installation support, customer service operations, and use of subcontractors in support.

5. Pricing Sheet

All relevant information requested in Section IV should be provided.

6. Vendor Certification Form

Proposers shall complete certification in Attachment B. to certify that the proposer or any subcontractors are under suspension or debarment by any state or federal agency and that the vendor or subcontractors are not tax delinquent.

7. Invoicing

Vendor shall provide a description of the invoicing process for hardware, software and Professional Services as described in Section 3.5.

Attachment B

Vendor Certification Form

I certify that neither _____ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this Proposal. I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

Signature

Printed Name

Title

Date

Attachment C

Pricing Sheet

Hardware

Quantity	Description	Unit Price	Extension
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Software

Quantity	Description	Unit Price	Extension
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Professional Services

Quantity	Description	Unit Price	Extension
	Design Services	\$	\$
	Installation Services	\$	\$
	Support Through Deployment	\$	\$
		\$	\$

Ongoing Support

Quantity	Description	Unit Price	Extension
	Post Warranty Service Agreement 24/7 Support	\$	\$
		\$	\$
		\$	\$
		\$	\$

Total Amount \$
