



# REQUEST FOR PROPOSALS

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF MONTEREY**

**Regarding:**

RFP Title: **SAN Replacement**

**PROPOSALS DUE:**

**3/14/2012 NO LATER THAN 4:00 P.M. PACIFIC TIME**

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**1.0 BACKGROUND INFORMATION**

The Superior Court of California, County of Monterey is seeking to replace its current Storage Area Network (SAN) Solution with a new storage solution that will provide both expanded capacity and failover capabilities. A new SAN will be purchased and installed at the primary site to replace the current SAN, an HP EVA 4000. The data on the current SAN will be migrated to the new SAN in an online fashion, preferably with no system downtime, after which the current SAN will be retired. In addition to the installation, transport, and configuration of the SAN, knowledge transfer on the new SAN will be provided to current Court IT team members.

**2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

*Please See Attachment 5: Scope of Work*

**3.0 TIMELINE FOR THIS RFP**

The Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Court.

| EVENT   | DATE                           |
|---|--------------------------------|
| RFP issued  | 2/15/2012                      |
| Deadline for questions to SANUpgrade@monterey.courts.ca.gov   | 2/29/2012 no later than 4:00pm |
| Questions and answers posted on <a href="http://www.monterey.courts.ca.gov/rfp">http://www.monterey.courts.ca.gov/rfp</a> | 3/7/2012                       |
| Latest date and time proposal may be submitted  | 3/14/2012 no later than 4:00pm |
| Technical Evaluation of proposals ( <i>estimate only</i> )  | 3/15/2012                      |
| Interviews and Finalist Presentations (if necessary, <i>estimate only</i> )   | 3/20/2012                      |
| Public Cost Evaluation of proposals held at 240 Church Street, Salinas, CA., 93901 Room 320 ( <i>estimate only</i> )      | 3/20/2012                      |
| Notice of Intent to Award ( <i>estimate only</i> )  | 3/21/2012                      |
| Negotiations and execution of contract ( <i>estimate only</i> )   | 3/28/2012                      |
| Contract start date ( <i>estimate only</i> )  | 4/2/2012                       |
| Contract end date ( <i>estimate only</i> )  | 7/2/2012                       |

**4.0 RFP ATTACHMENTS**

The following attachments are included as part of this RFP:

| ATTACHMENT  | DESCRIPTION  |
|---|--|
| Attachment 1:<br>Administrative<br>Rules<br>Governing<br>RFPs           | These rules govern this solicitation.  |
| Attachment 2:<br>Court Standard<br>Terms and<br>Conditions              | If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Court Standard Form agreement containing these terms and conditions (the “Terms and Conditions”). |
| Attachment 3:<br>Proposer’s<br>Acceptance of<br>Terms and<br>Conditions | On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.  |
| Attachment 4:<br>Cost Proposal  | Separate from pricing sheets the cost proposal will be used for evaluations.   |
| Attachment 5:<br>Scope of Work  | Proposal guidelines and requirements.  |

**5.0 SUBMISSION GUIDELINES**

Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content

5.1 Proposers shall submit the following:

- 5.1.1 One unbound original of the price proposal and one separate unbound original of the technical proposal.
- 5.1.2 All proposals (hard and electronic copies on CD-ROM) must be submitted with the price proposal in one sealed envelope marked with “Cost Proposal” and the technical proposal placed in a separate sealed envelope marked with the Proposer’s name. These two envelopes should then be placed in a single outside envelope. The outside envelope must be sealed and clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the Proposer’s name.
- 5.1.3 The electronic copies of the technical proposal must not include any pricing information. Proposals received by the Court prior to the proposal due date and time that are submitted properly will be securely kept, unopened until the proposal due date and time. Late proposals will not be considered.

- 5.1.4 All proposals delivered via U.S. Mail, express mail carrier, or hand delivery on CD-ROM must be clearly marked with proposer contact information and titled "SAN Replacement". A receipt should be requested for hand delivered material.

Delivery Location:

**Rick DeNoyer**  
**Superior Court of California, County of Monterey**  
**240 Church Street**  
**Salinas, CA. 93901**

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

## **6.0 SPECIFICS OF A RESPONSIVE PROPOSAL**

The proposal must be organized into the following major sections. Sections are indicated as mandatory or optional.

- 6.1 Title Page (**Mandatory**)
- 6.2 Letter of Transmittal. (**Mandatory**) The proposer must prepare a cover letter on the prime proposer's business letterhead to accompany the proposal. The purpose of this letter is to transmit the proposal in a brief paragraph. The letter must be signed by an individual who is authorized to bind the firm to all statements, contained in the proposal. The cover letter must state the primary proposers and name the participating proposers.
- 6.3 Table of Contents (**Mandatory**)
- 6.4 Executive Summary. (**Mandatory**) Limit this RFP section to a brief narrative highlighting the proposer's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. Please note that the executive summary must identify the primary contact for the proposer, including a valid e-mail address and telephone number.
- 6.5 Scope of Services. (**Mandatory**) Include a general discussion of the service provider's understanding of the "overall" project and the scope of work proposed.
- 6.6 Company /Team Background and Resource Capabilities (**Mandatory**)

- 6.6.1 Include a narrative description of the company, its place in the marketplace, and the strengths and weaknesses of the proposed Storage Area Network solution.
- 6.6.2 The Court needs to evaluate the proposer's stability and ability to support the commitments set forth in response to the RFP. The Court, at its option, may require a proposer to provide additional support and/or clarify requested information. The Court will conduct typical business reference checks on all of the proposers participating in the proposal process. Proposers must provide the following information about the company or companies included in the proposed solution. The vendor(s) and the professional services firm must outline the company's background, including:
  - 6.6.2.1 The tax ID number of the proposed prime and sub-contractors
  - 6.6.2.2 How long the company has been in business.
  - 6.6.2.3 A brief description of the company size and organizational structure.
  - 6.6.2.4 Submit a list of key personnel with their resumes, who, if awarded a contract under this RFP, will be assigned to this project.
  - 6.6.2.5 If applicable, how long the company has been selling the proposed solution to public sector clients.
  - 6.6.2.6 Listing of three to five Storage Area Networking solution installations by name. Please list government customers first. If possible, also include the number of users, solutions implemented, system integrations, and data migrations.
  - 6.6.2.7 Any material (including letters of support or endorsement from clients) indicative of the proposer's capabilities.
  - 6.6.2.8 Disclosure of any judgments, pending litigation, or other real or potential financial reversals that might materially affect the viability of the vendor(s) organization or public safety products, or the warranty that no such condition is known to exist.
  - 6.6.2.9 Disclosure of any known or planned sale, merger or acquisition of proposer's company(ies).
  - 6.6.2.10 In the case of partnered or combined responses, the nature of the relationship among the parties must be described. Include whether the parties collaborated previously and the intended relationship and reporting structure for the proposed project.
  - 6.6.2.11 The State of California Information Practices Act of 1977 requires the Court to notify all proposers of the following:
    - 6.6.2.11.1 The principal purpose for requesting the above information about your company is to provide financial information to determine financial qualification. State policy and state and federal statutes authorize maintenance of this information.

- 6.6.2.11.2 Furnishing all information is mandatory. Failure to provide this information will delay or may even prevent completion of the action for which this information is sought.

## 6.7 Proposed Storage Area Networking Solution (**Mandatory**)

- 6.7.1 The proposer must present, in detail, features and capabilities of the proposed SAN solution. This part of the response is a free narrative section. The discussion should provide comprehensive information about the actual solution and services being proposed to address the RFP. The content may overlap the content provided in other sections of the response, but should attempt to not directly replicate other content. It is acceptable to refer to the detailed information and supporting tables, charts, and graphs provided in other sections of the response.

## 6.8 Responses to Functional/Technical Requirements (**Mandatory**)

- 6.8.1 Include responses to the Functional and Technical Requirements contained in Attachment 5 of this RFP here. Proposers must use the format provided and add explanatory details as necessary in a separate document using the requirement number as a reference.
- 6.8.2 If selected as a finalist, proposers may be asked to identify technical team members to attend a Finalist Presentation to answer additional questions about the proposed solution and provide technical demonstrations.

## 6.9 SAN Solution Implementation Plan (**Mandatory**)

- 6.9.1 The implementation plan and associated cost proposal should reflect a best-practice based scenario per the proposer's past experience and industry knowledge. The proposer's implementation plan should include the following:
  - 6.9.1.1 Recommended approach for Implementation.
  - 6.9.1.2 Solution map.
  - 6.9.1.3 Project management methodology.
  - 6.9.1.4 Change management methodology.
  - 6.9.1.5 Proposed data migration methods and tools.
  - 6.9.1.6 Sample project plan and time line for implementation.
  - 6.9.1.7 Proposed project staffing, including descriptions of roles and expertise. Please detail by project phase and include estimated Court IT team time.

## 6.10 Data Migration Plan (**Mandatory**)

6.10.1 Court IT team members will work with the vendor to determine how a migration to the new SAN solution will be executed. Ease of migration, production implications such as downtime, and overall effort will be key factors in evaluating a migration plan. The proposer's migration plan should include the following:

- 6.10.1.1 Recommended approach.
- 6.10.1.2 Process for data migration.
- 6.10.1.3 Ability to preserve existing configurations.
- 6.10.1.4 Sample project plan and time line.

6.11 **Training Plan (Mandatory)**

6.11.1 This section should outline the proposer's recommendations and plans for assisting the Court IT team to become self-sufficient in supporting, maintaining, managing, and utilizing the proposed solution over time. Education on the use of management tools should be included. The proposer must provide a detailed plan for IT team training. This information must include:

- 6.11.1.1 Clear identification of the proposed training methods (classroom, lab, mentoring, etc.), schedule and assumptions regarding prerequisite skills of the employees receiving the training.
- 6.11.1.2 Use of third-party training resources. Proposers should identify third party partners that provide training on the use of their application.
- 6.11.1.3 Change management processes, procedures and tools needed to host, maintain and support the solution.
- 6.11.1.4 Functional and technical documentation and training materials that will allow Court IT team members to develop product expertise. This material should be made available in an electronic format.

6.12 **Testing Plan (Mandatory)**

6.12.1 The proposer must provide a general testing strategy. Include the intended plan to troubleshoot and identify troubles, collect baseline data and functional and user-acceptance tests (UAT).

6.13 **Maintenance and Support Program (Mandatory)**

Specify the approach to carry out post-implementation and on-going support including:

- 6.13.1 Post-Implementation support
- 6.13.2 Telephone support (include toll-free support hotline, hours of operation, availability of 12 x 7 hotline, etc.).
- 6.13.3 Special plans defining "levels" of customer support (e.g., gold, silver, etc.).
- 6.13.4 Availability and locality of user groups.

- 6.13.5 Recommendations on the number of full time employees (FTEs) required in supporting this solution
  
- 6.14 **Customer References (Mandatory)**
  - 6.14.1 The Court considers references an important part of the process in awarding a contract and may be contacting references as part of this selection. Proposers must provide at least three client references for solutions and services that are similar in size and complexity to this procurement and have utilized a solution similar to that proposed in a comparable computing environment. Proposers should submit references for fully completed (live) installations. Please inform references that they may be called by the Court in March or April of 2012.
  - 6.14.2 The Court will not call proposers to tell them that their references will be contacted. Similarly, the Court will not work through a proposer's Reference Manager to complete a reference. The names and phone numbers of the project manager/customer contact must be listed. Failure to provide this information may result in the proposer not being selected.
  
- 6.15 **Cost Proposal (Mandatory)**
  - 6.15.1 Submit cost proposal separately from the rest of the technical proposal in a sealed envelope.
  - 6.15.2 Use **Attachment 4** to propose all costs, fees, expenses, and pricing for this project.
  
- 6.16 **Exceptions to the RFP (Mandatory)**
  - 6.16.1 Exceptions shall be clearly identified in this section and written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the Court, and the description of the advantages or disadvantages to the Court as a result of exceptions. The Court, in its sole discretion, may reject any exceptions within the proposal.
  - 6.16.2 Submit Attachment 3, Vendor's Acceptance of the RFP's Minimum Contract Terms and the proposer's markup of Attachment 2, Minimum Contract Terms, if applicable, as part of this section.
  
- 6.17 Proposer must include the following certification(s) in its proposal
  - 6.17.1 Proposer has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.
  - 6.17.2 Proposals must be delivered by the date and time listed on the coversheet.

**NOTE:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

**7.0 OFFER PERIOD**

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

**8.0 EVALUATION CRITERIA**

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

The Court will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to the highest scored proposal.

| <b>Scoring Category</b>                      |   | <b>Weight</b> |
|--|---|---------------|
| Meeting Mandatory Requirements               | Proposal meets all mandatory requirements identified in the RFP.  | Pass / Fail   |
| Technical Solution                           | Degree to which the vendor's proposed solution meets the functional requirements. See 6.7, 6.8  | 20%           |
| Cost   | Overall Cost see 6.15   | 50%           |
| Hardware Design/System Architecture Approach | Ability to manage and execute a successful implementation and smooth migration from any existing platforms. See 6.9, 6.10   | 10%           |
| Training and Knowledge Transfer              | Ability to provide Court IT Team members with knowledge and reference documentation customized to the solution installed. See 6.11, 6.12  | 10%           |
| Company Experience and Viability             | Ability to successfully perform based on its financial strength, company history, and experience and success in providing like equipment and services to groups of similar size and complexity with similar requirements. See 6.6, 6.14 | 5%            |
| Customer Support/Warranty and Maintenance    | Quality and coverage of included Maintenance and Support programs. See 6.13   | 5%            |
| <b>TOTAL</b>                                 |   | <b>100%</b>   |

**9.0 INTERVIEWS**

The Court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by telecommunications. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

**10.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

One copy of each proposal will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records (see [www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10\\_500](http://www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500)).

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

**11.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS**

The Court has waived the inclusion of DVBE participation in this solicitation.

**12.0 PROTESTS**

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see [www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is 2/28/2012 no later than 4:00pm. Protests should be sent to:

**Carey Pearce  
Superior Court of California, County of Monterey  
240 Church Street  
Salinas, CA. 93901**

**ATTACHMENT 1  
ADMINISTRATIVE RULES GOVERNING RFPS**

**1. COMMUNICATIONS WITH THE COURT REGARDING THE RFP**

Except as specifically addressed elsewhere in the RFP, Bidders must send any communications regarding the RFP to [SANUpgrade@monterey.courts.ca.gov](mailto:SANUpgrade@monterey.courts.ca.gov) (the "Solicitations Mailbox"). Bidders must include the RFP Number in subject line of any communication.

**2. QUESTIONS REGARDING THE RFP**

- a. If a Bidder's question relates to a proprietary aspect of its bid and the question would expose proprietary information if disclosed to competitors, the Bidder may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Bidder 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 Bidder will be notified.
- b. Bidders interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. If the Bidder is requesting a change, the request must set forth the recommended change and the Bidder's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the COURT's responses will be made available

**3. ERRORS IN THE RFP**

- a. If, before the bid due date and time listed in the timeline of the RFP, a Bidder discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Bidder shall immediately notify the COURT via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the COURT may modify the RFP before the bid due date and time by releasing an addendum to the solicitation.
- b. If a Bidder fails to notify the COURT of an error in the RFP known to Bidder, or an error that reasonably should have been known to Bidder, before the bid due date and time listed in the timeline of the RFP, Bidder shall bid at its own risk. Furthermore, if Bidder is awarded the contract, Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.
- c. If a Bidder has submitted a bid and discovers an error in the RFP after the bid due date and time listed in the timeline of the RFP but before the award of the contract, the Bidder may be allowed to withdraw its bid if the Bidder can demonstrate to the COURT's satisfaction: (i) an error exists in the RFP, (ii) the error materially affected the Bidder's bid, and (iii) the Bidder did not discover the error prior to submission of its bid.

**4. ADDENDA**

- a. The COURT may modify the RFP before the bid due date and time listed in the timeline of the RFP by posting an addendum on the California Courts Website located at <http://www.monterey.courts.ca.gov/RFP> ("Courts Website"). It is each Bidder's responsibility to inform itself of any addendum prior to its submission of a bid.

- b. If any Bidder determines that an addendum unnecessarily restricts its ability to bid, the Bidder shall immediately notify the COURT via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

## **5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF BIDS**

- a. Bidder may withdraw its bid at any time before the deadline for submitting bids by informing the COURT in writing of its withdrawal. The notice must be signed by the Bidder. The Bidder may thereafter submit a new or modified bid, provided that it is received at the COURT no later than the bid due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Bids cannot be changed or withdrawn after the bid due date and time listed in the timeline of the RFP.

## **6. ERRORS IN THE BID**

If errors are found in a bid, the COURT may reject the bid; however, the COURT may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Bidder (if selected for the award of the contract), the Bidder will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the bid

## **7. RIGHT TO REJECT BIDS**

- a. Before the bid due date and time listed in the timeline of the RFP, the COURT may cancel the RFP for any or no reason. After the bid due date and time listed in the timeline of the RFP, the COURT may reject all bids and cancel the RFP if the COURT determines that: (i) the bids received are not really competitive; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the COURT.
- b. The COURT may or may not waive an immaterial deviation or defect in a bid. The COURT's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Bidder from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the COURT reserves the right to accept or reject any or all of the items in the bid, to award the contract in whole or in part and/or negotiate any or all items with individual Bidders if it is deemed in the COURT's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Bidder.
- c. The COURT reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the COURT or the State of California responsible for the cost of preparing the bid.
- d. Bidders are specifically directed **NOT** to contact any COURT personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any COURT personnel or consultants may be cause for rejection of the Bidder's bid.

## **8. EVALUATION PROCESS**

- a. An evaluation team will review all bids that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- b. Bids that contain false or misleading statements may be rejected if in the COURT's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- c. Cost information will be opened only if the non-cost information of the bid is determined to be responsive. All figures entered on the cost information must be clearly legible.
- d. During the evaluation process, the COURT may require a Bidder's representative to answer questions with regard to the Bidder's bid. Failure of a Bidder to demonstrate that the claims made in its bid are in fact true may be sufficient cause for deeming a bid non-responsive.

- e. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two COURT employees. The COURT will provide notice of the date and time of the coin toss to the affected Bidders, who may attend the coin toss at their own expense.
- f. During the evaluation process, the COURT may perform certain checks to determine if a Bidder is deemed ineligible for contract award. For example, if Bidder is a corporation and the contract will be performed within California, Bidder must be qualified to do business in California, and in good standing.
- g. If a contract will be awarded, the COURT will post an intent to award notice on the Courts Website.

## 9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the COURT and will be returned only at the COURT's option and at the expense of the Bidder submitting the bid.

## 10. PAYMENT

- a. Payment terms will be specified in any contract that may ensue as a result of the RFP.
- b. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the contract between the COURT and the selected Bidder. The COURT may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the contract between the COURT and the selected Bidder.

## 11. AWARD AND EXECUTION OF CONTRACT

- a. Award of contract, if made, will be in accordance with the RFP to a responsible Bidder submitting a bid compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the COURT
- b. A Bidder submitting a bid must be prepared to use a standard COURT contract form rather than its own contract form.
- c. Upon award of the contract, either the purchase order shall be accepted, or the contract shall be signed, by the Bidder in two original contract counterparts and returned, along with the required attachments, to the COURT no later than ten (10) business days of receipt of contract form or prior to the end of June if award is at fiscal year-end. Contracts are not effective until executed by both parties and approved by the appropriate COURT officials. Any work performed before receipt of a fully-executed contract shall be at Bidder's own risk.

## 12. FAILURE TO EXECUTE THE CONTRACT

The period for execution set forth in Section 11 ("Award and Execution of Contract") may only be changed by mutual agreement of the parties. Failure to either accept the purchase order or execute the contract within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the contract. If the successful Bidder refuses or fails to execute the contract, the COURT may award the contract to the next qualified Bidder.

## 13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the COURT's Business Services Manager.

**14. ANTI-TRUST CLAIMS**

- a. In submitting a bid to the COURT, the Bidder offers and agrees that if the bid is accepted, Bidder will assign to the COURT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the COURT pursuant to the bid. Such assignment shall be made and become effective at the time the COURT tenders final payment to the Bidder. (See Government Code section 4552.)
- b. If the COURT receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Bidder shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the COURT any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- c. Upon demand in writing by the Bidder, the COURT shall, within one year from such demand, reassign the cause of action assigned under this section if the Bidder has been or may have been injured by the violation of law for which the cause of action arose and (a) the COURT has not been injured thereby, or (b) the COURT declines to file a court action for the cause of action. (See Government Code section 4554.)

**END OF ADMINISTRATIVE RULES GOVERNING RFPS**

**ATTACHMENT 2  
CONTRACT TERMS AND CONDITIONS**

1.

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Definitions

The terms provided below and elsewhere throughout the Contract shall apply to the Contract as defined.

- A. “**Amendment**” means a written document issued by the Court and signed by the Contractor and the Court which modifies the Contract and identifies the following: (1) a change in the Work; (2) a change in Contract Amount; (3) a change in schedule; and/or (4) a change to the Contract terms.
- B. “**Appropriation Year**” means the period of time for which the legislative authority has authorized spending for a defined purpose. The Appropriation Year for agreements funded by the California Legislature ends on June 30 of each year. The Appropriation Year for agreements funded by the United States Congress ends on September 30 of each year.
- C. “**Contract**” means the entire integrated agreement, including all documents and exhibits incorporated therein, and any Amendments thereto, signed by the Court and the Contractor. The term “Contract” may be used interchangeably with the term “**Agreement**”.
- D. “**Contract Amount**” means the total amount encumbered under this Contract for any payment by the Court to the Contractor for performance of Work in accordance with the Contract.
- E. “**Contractor**” means the individual, association, partnership, firm, company, consultant, sole proprietor, corporation, affiliate, or combination thereof, including joint ventures, contracting with the Court to perform the Work.
- F. “**Court**” means the Superior Court of California, County of Monterey. The Court is a party to this Contract.
- G. “**Day**” or “**day**” means calendar day, unless otherwise specified.
- H. “**Deliverable(s)**” means one or more items, if specified in the Contract, that the Contractor shall complete and deliver or submit to the Court.
- I. “**Force Majeure**” means a delay or failure of performance due to fire, flood, earthquake, elements of nature, war, terrorism, civil disorders, governmental orders, or any other causes beyond the reasonable control of the affected party which could not have been prevented by reasonable precautions.
- J. “**Notice**” means a written document initiated by the authorized representative of either party to this Contract and given by:
- i. Depositing in the U. S. Mail (or commercial express mail) prepaid to the address of the appropriate authorized representative of the other party, which Notice shall be effective upon date of receipt; or
  - ii. Hand-delivery to the other party’s authorized representative, which Notice shall be effective on the date of delivery.

- K. **“Subcontractor”** means an individual, partnership, corporation, or any other entity having a contract, purchase order, or other agreement with the Contractor, or with any subcontractor of any tier, for the performance of any part of this Contract. Unless otherwise expressly stated, the term Subcontractor includes all subcontractors and suppliers at every level and/or tier.
- L. **“Task(s)”** means one or more functions, as specified in the Contract, to be performed by the Contractor.
- M. **“Work”** means any or all services, Deliverables, equipment, supplies, materials, Tasks, and any other items or activities necessary for the performance and completion of Contractor’s obligations in compliance with the requirements of the Contract.

2. Defenses and Indemnification

- A. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the Court and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys’ fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or the Contractor’s officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the Court or its agents, officers and employees.
- B. Contractor’s obligation to defend, indemnify and hold the Court and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

3. Status of Contractor

- A. All acts of Contractor and its officers, employees, agents, representatives, Subcontractors and all others acting on behalf of Contractor relating to the performance of this Contract, shall be performed as independent contractors and not as agents, officers or employees of Court. Contractor, by virtue of this Contract, has no authority to bind or incur any obligation on behalf of Court. Except as expressly provided in Exhibit D, Statement of Work, the Contractor has no authority or responsibility to exercise any rights or power vested in the Court. No agent, officer or employee of the Court is to be considered an employee of Contractor. It is understood by both Contractor and Court that this Contract shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- B. At all times during the term of this Contract, the Contractor and its officers, employees, agents, representatives or Subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of Court.
- C. The Contractor shall determine the method, details and means of performing the Work to be provided by Contractor under this Contract. The Contractor shall be responsible to the Court only for the requirements and results specified in this Contract and, except as expressly provided in this Contract, shall not be subjected to the Court’s control with respect to the physical action or activities of the Contractor in fulfillment of this Contract. The Contractor has control over the manner and means of performing the Work under this Agreement. Contractor is permitted to provide services to others during the same period service are provided to the Court under this Contract. If necessary, the Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Contract.

- D. If in the performance of this Contract any third persons are employed by the Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of the Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- E. It is further understood and agreed that the Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of the Contractor's assigned personnel under the terms and conditions of this Agreement.
- F. As an independent contractor, the Contractor hereby indemnifies and holds the Court harmless from any and all claims that may be made against the Court based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

4. Assignment

The Contractor shall not assign this Contract, either in whole or in part, without the prior consent of the Court in the form of an Amendment. This Contract shall be binding upon and inure to the benefit of successors and assigns of the parties.

5. Time of Essence

Time is of the essence in this Contract.

6. Termination

A. Termination for Cause

The Court may terminate this Contract in whole or in part for cause upon Notice if the Contractor defaults in the performance of any of its obligations under this Contract and does not cure such default within ten (10) Days of receipt of a Notice of default from the Court. Grounds for termination for cause include, but are not limited to: (i) Contractor fails to perform the Work or any portion thereof with sufficient diligence to meet the requirements of the Contract, (ii) Contractor fails or is unable to perform the Work in accordance with the Contract for any reason other than a Force Majeure event, or (iii) Contractor is otherwise in material breach of the Contract. The Court may terminate immediately if Contractor is insolvent, becomes the subject of a voluntary or involuntary bankruptcy filing, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of Contractor's insolvency.

- i. Contractor shall be entitled to payment only for the value of the Work that has been satisfactorily completed prior to termination that is of benefit to the Court. Contractor shall not be entitled to any payment for anticipated profits or overhead on uncompleted portions of the Work. The Court reserves the right to offset the costs incurred by the Court as a result of Contractor's default against any amounts owed the Contractor.
- ii. In addition to any other rights and remedies the Court may have by reason of default or breach by Contractor, the Contractor shall be liable for costs or damages incurred by the Court to complete and/or correct the Work. The Court may complete and/or correct the Work by any reasonable method it deems appropriate.
- iii. If it is determined that the Contractor was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for convenience by the Court.

- iv. The rights and remedies of the Court under this provision are in addition to any other rights and remedies provided by law or under this Contract.

**B. Termination For Convenience**

- i. The Court may terminate this Contract for convenience in whole or in part at any time by giving the Contractor Notice at least ten (10) Days before the effective date of such termination.
- ii. The Court shall pay the Contractor for Work satisfactorily performed prior to termination, not to exceed the Contract Amount. Contractor shall not be entitled to any payment for anticipated profits or overhead on uncompleted portions of the Work. Contractor shall submit a termination statement within thirty (30) Days of the effective date of such termination, with a complete breakdown of all such costs.

**C. Termination for Non-Appropriation of Funds**

- i. Funding for this Contract beyond the current Appropriation Year is conditioned upon appropriation by the California Legislature of sufficient funds to support the activities described in this Contract. Without prejudice to any right or remedy of the Court, the Court may terminate this Contract for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited prior to the expiration or other termination of this Contract, the Court may terminate this Contract in whole or in part by Notice to Contractor. Such termination shall be in addition to the Court's rights to terminate for convenience or cause.
- ii. The Court shall pay the Contractor for Work satisfactorily performed prior to the termination, not to exceed the Contract Amount. Contractor shall not be entitled to any payment for anticipated profits or overhead on uncompleted portions of the Work. The Contractor shall be released from any obligation to provide further Work of the kind affected by the termination.

**D. Effect of Termination**

- i. Upon expiration or termination of any kind, the Court shall have the right to take possession of any materials, equipment, Deliverables and other Work including partially completed Work, and any other materials or work product hereunder. The Contractor hereby assigns and agrees to assign all of the Contractor's right, title and interest in and to such Work and related materials and work product, and any and all intellectual property rights therein or thereto.
- ii. Upon termination of any kind, the Court may withhold from payment any sum that the Court determines to be owed to the Court by Contractor or that the Court determines to be necessary to protect the Court against loss because of outstanding liens or claims of former lien holders.
- iii. Unless the Court directs otherwise, promptly upon termination of any kind, the Contractor shall: (i) stop performing the Work as of the effective date of such termination; (ii) place no further orders or subcontracts for the performance of the Work; (iii) cooperate in good faith with the Court, and as the Court directs, cancel or assign to the Court any orders or subcontracts in place with the Contractor which relate to the Contractor's performance of its obligations hereunder; (iv) take such action as may be necessary or as directed by the Court to preserve and protect any Work, including work products and any property related to this Contract in the possession of

the Contractor in which the Court has an interest; (v) continue performance under this Contract of any Work not terminated; and (vi) take any other steps required by the Court.

- iv. Termination of this Contract shall not affect the right and obligations of the parties which arose prior to any such termination (unless otherwise expressly provided herein) and such rights and obligations shall survive any termination. The Court shall incur no liability for termination except as provided under this provision.

7. Permits, Laws, and Regulations

Contractor shall observe and comply with all applicable laws, rules, and regulations affecting the Work under this Contract. Contractor shall obtain and keep in full force and effect during the term of this Contract all permits and licenses necessary to accomplish the Work contemplated in this Contract

8. Dispute Resolution

Any dispute arising under the terms of this Contract that is not resolved within twenty (20) business days by the Contractor and Court representatives normally responsible for administration of this Contract shall, by Notice of either party, be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for resolution. The parties agree that all disputes arising out of or relating to this Contract that are not resolved within twenty (20) business days of submittal to the Chief Executive Officers (or designated representatives) shall be submitted to mediation prior to any party initiating an action in court. All fees associated with the mediation shall be borne equally by the parties and each party shall be responsible for its own attorney fees and costs. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

9. Force Majeure

Neither party shall be liable to the other for any delay or failure to perform if such delay or failure is caused by a Force Majeure event. The party claiming the Force Majeure event shall immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event and its expected impact on schedule. The Contractor shall not have the right to additional payment for costs incurred as a result of a Force Majeure event.

10. Covenant Against Gratuities

The Contractor represents by signing this Contract that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the Court with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this representation, the Court has the right to terminate the Contract for cause, either in whole or in part, and any loss or damage sustained by the Court in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights 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 Contract.

11. Conflicts

The Contractor agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree, with the performance of the work and services provided under this Contract.

12. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

13. Agreement Made in California; Venue

The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California without regard to its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Contract shall be in Monterey County.

14. Contract Construction

Headings or captions to the provisions of this Contract are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Contract. Any ambiguity in this Contract shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Contract.

15. Severability

The provisions of this Contract shall be effective in all cases unless otherwise prohibited by applicable state or federal law. The provisions of this Contract are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Contract shall not effect the validity of the remainder of this Contract.

16. Waiver of Rights

Any action or inaction by the Court or failure of the Court on any occasion to enforce any right or provision of the Contract shall not be construed to be a waiver by the Court of its rights under the Contract and will not prevent the Court from enforcing such provisions or rights on any future occasion.

17. Survival

Terms which shall survive any termination or expiration of this Contract include, but are not limited to, Indemnification, Warranties, Confidentiality, Infringement Protection, Limitation of Liability, Audit Rights and Retention of Records, Proprietary Rights, and Assignment.

18. Prior Work

Work performed by Contractor pursuant to the Court's authorization, but before the execution of this Contract, shall be considered as having been performed subject to the provisions of this Contract.

19. Signature Authority

The parties signing this Contract certify that they have proper authorization to do so.

20. Entire Agreement

This Contract constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof.

END OF EXHIBIT

*END OF CONTRACT TERMS AND CONDIITONS*

**ATTACHMENT 3  
PROPOSER'S ACCEPTANCE OF TERMS AND CONDITIONS**

Mark the Appropriate Choice, below:

\_\_\_\_\_ Vendor accepts Attachment 2 – Court Standard Terms and Conditions, without exception.

OR

\_\_\_\_\_ Vendor proposes exceptions/modifications to Attachment 2 – Court Standard Terms and Conditions. Summarize any and all exceptions to Attachment 2 – Court Standard Terms and Conditions, below. Enclose both (i) a red-lined version of Attachment 2 – Court Standard Terms and Conditions, that clearly shows each proposed exception/modification, and (ii) provide a written summary of each change, including the vendor's rationale for proposing each such exception/modification.

|   |
|---|
| <i>By (Authorized Signature)</i>                |
| <i>Printed Name and Title of Person Signing</i> |

**ATTACHMENT 4  
COST PROPOSAL**

Cost proposal must include a summary of costs as listed below.

| <b>Summary of Costs</b>  | <b>Pricing Basis</b> | <b>Price Submitted</b> |
|--|----------------------|------------------------|
| SAN Hardware: All hardware components that make up the solution with exception to drives & fiber channel switches which we would like listed as separate line items. | FIXED PRICE          | \$ _____               |
| Drives: Total cost of drives proposed in technical solution.   | FIXED PRICE          | \$ _____               |
| Fiber Channel Switches: Total cost of Fiber Channel Switches   | FIXED PRICE          | \$ _____               |
| Proposed Snapshot software   | FIXED PRICE          | \$ _____               |
| Proposed Management software   | FIXED PRICE          | \$ _____               |
| Troubleshooting & Reporting software   | FIXED PRICE          | \$ _____               |
| Professional services  | FIXED PRICE          | \$ _____               |
| Training   | FIXED PRICE          | \$ _____               |
| Proposed Warranty & Support Services   | FIXED PRICE          | \$ _____               |
| Trade in Value for HP EVA 4000   | FIXED PRICE          | \$ _____               |
| Other Costs (define)   | FIXED PRICE          | \$ _____               |
| Grand Total  |                      | \$ _____               |

## ATTACHMENT 5 SCOPE OF WORK

### Description of Products and Services to be Provided

Current Environment (primary site):

- HP EVA 4000, 300GB FCAL/500GB FATA, 3 shelves fully populated
- 10 TB Raw Storage
- 4Gb Fiber Channel
- Two 16 port Brocade switches, All ports in use
- iSCSI in use.
- Exchange 2010, MS SQL, SharePoint, Hyper-V in use.

### General Description

The Superior Court of California, County of Monterey is seeking to replace its current Storage Area Network Solution (SAN) environment with a new storage solution that will provide both expanded capacity and failover capabilities. A new SAN will be purchased and installed at the primary site to replace the current SAN, an HP EVA 4000. The data on the current SAN will be migrated to the new SAN in an online fashion, preferably with no system downtime, after which the current SAN will be retired. In addition to the install, transport, and configuration of the SAN, knowledge transfer on the new SAN will be provided to current Court IT staff members.

NOTE: The current SAN will be replaced and as part of the bid will be available for trade in once data is fully migrated away from it.

- Deliver, install and configure
- Go live with new SAN
- Knowledge transfer

### Technical Specifications for Storage Area Network Upgrade Project

| Priority | Capability   |
|----------|--|
| Must     | All Equipment proposed must be New.  |
| Must     | 16 TB Usable Storage RAID5, expandable to 75 TB Usable   |
| Must     | Be fully redundant and allow upgrades and expansions in a non-disruptive manner.                                   |
| Must     | Minimum 8Gb Fiber Channel Switch, 24 port license  |
| Must     | Online "hot" migration from current SAN at primary site  |
| Must     | Support Hyper-V, VMWare & Cluster Shared Volumes   |
| Must     | Include Native CIFS & iSCSI protocol   |
| Must     | Support for Data Replication over a WAN  |
| Must     | Show history of Support Service Pricing for previous products and current product for future support calculations. |
| Must     | Provide long term 24 x 7 4hr Onsite support contracts (5+ years) for all Hardware and Software in proposal.        |
| Must     | Have a future life cycle of 7 years or ability to use old disk shelves on future models.                           |
| Must     | Have local hardware support, and spare parts available on site within 4 hours                                      |
| Must     | Knowledge Transfer of new environment to Court Staff   |
| Must     | Include "Phone Home" monitoring as part of support.  |

## **General Questions**

As part of your technical proposal be sure to include the answers to these general questions.

- 1) **Network Ports:** Describe the network ports available on this storage unit. Indicate the following: port protocols (Ethernet, FC, other), available port speeds, port quantity, and expansion or upgrade capacity.
- 2) **Directory Authentication:** Describe how your SAN solution will be able to integrate with our current 2008 Active Directory. Indicate how authentication works with both shared storage access and administrative access to the unit(s).
- 3) **Power Specifications:** Indicate the receptacle plug type(s) and amperage or wattage of the storage unit(s).
- 4) **Storage Capacity:** Describe the minimum and maximum raw storage capacity of the proposed storage solution(s).
- 5) **Storage Expandability:** As our environment grows, we may need to expand our original storage requirements. Describe your solution's storage expandability options. Indicate the current market price per additional shelf unit configurations. Indicate the number, size, and speed of disks per shelf unit. Indicate if disks of different size and speed can be mixed without downgrading the disk(s).
- 6) **Hardware & Network Fault High Availability:** Describe how your storage solution will be fault tolerant against one or more hardware component failures. Indicate the types of hardware failures that must occur to result in data loss. Indicate what sub components are hot swappable. Indicate physical or logical configuration options that can be used to provide increased hardware fault availability. Describe how your storage solution will be fault tolerant to interruptions in network connectivity.
- 7) **Hyper-V Support:** Describe how your storage solution integrates with Microsoft's Hyper-V servers in cluster configurations.
- 8) **Microsoft Data Protection Manager 2010 Integration:** In our environment we use DPM 2010 for centralized backup to tape. Describe how data on your storage solution shares can be backed up by DPM 2010.
- 9) **Scripting Support:** Describe the API's available within your storage solution that can be used to develop scripts to perform routine tasks. Indicate what platforms these scripts can be run from (Example: Linux running BASH, Linux running Perl, Windows running VB, or propriety running local to the storage system). For remotely accessible scripting API's, indicate the protocols used to communicate with the storage system (Examples: SSH, XML-RPC over HTTP, other) and how authentication is handled. If SSH is available for scripting, indicate if key authentication is available.
- 10) **Multipathing:** Describe the available options for how multipathing can be handled on Linux & Windows clients. Indicate if have your own software solution that would need installed on the client system and the capabilities of that software.
- 11) **Training:** Describe the training that will be available and provided as part of the storage solution.
- 12) **Product Life Cycle:** What is the average and maximum product life cycle for the proposed storage solution? Indicate each product(s) planned end of life. Indicate the availability of replacement parts before and after a product(s) end of life. Indicate the availability of support before and after a product(s) end of life.
- 13) **Benchmarks:** Provide SQL transaction and Exchange 2010 performance benchmark information for the proposed solution.
- 14) **Troubleshooting & Reporting:** Describe Built-in and Add-on options for performance monitoring and troubleshooting.