



**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF FRESNO**

**REQUEST FOR QUOTE**

***E-mail System Upgrade  
to Microsoft Exchange 2010***

RFQ NUMBER 10-0122-EMAIL

**Released: December 21, 2009**  
**Responses Due: January 22, 2010 – 4:00 p.m.**

## **1. INTRODUCTION**

The Superior Court of California, County of Fresno ("Court") is requesting quotes from commercial vendors and service providers ("Respondents") for the installation of Microsoft (MS) Exchange 2010 to include all information migration and hardware reconfiguration, as necessary to ensure the installation is fully functional.

## **2. PROJECT BACKGROUND**

The Court has MS Exchange 2003 cluster installed. The Court is looking for a vendor/consultant to provide recommendations of hardware and software needed for the upgrade, as well as providing the actual installation and other work necessary per the tasks listed below in section 5, Statement of Work. The Court will provide the necessary software and hardware – the successful Respondent will provide the installation and configurations.

## **3. RFQ SCHEDULE**

The schedule for this RFQ is provided below. Responses must be submitted - via email - to the Court Contact as provided below in Section 4, by the time of the Submission Due Date.

<u>Date</u>	<u>Activity</u>
December 21, 2009, 12:00 p.m.	Court issues RFQ via website – <a href="http://www.fresnosuperiorcourt.org/procurement">www.fresnosuperiorcourt.org/procurement</a>
January 13, 2010, 4:00 p.m.	Respondent Questions Due Date
January 15, 2010, 4:00 p.m.	Answers to Respondent's Questions Due Date
January 22, 2010, 4:00 p.m.	Proposal Due Date

All questions, requests for clarification, and requests for additional information regarding this RFQ must be submitted to the Court Contact not later than the Respondents Questions Due Date above. All such questions and requests must be submitted by e-mail. Responses to such questions and requests shall be at the Court's sole discretion and nothing in this RFQ shall create an obligation by the Court to respond to the submitting party at all. Responses will be published addenda, posted on the Court's website.

The dates provided in the schedule are estimates only and the Court reserves the right, in its sole discretion, to alter this schedule, as it deems necessary or appropriate. Notice of changes to the due date/time for Respondent submission of questions and the due date/time for Submission Date will be posted on the Court's website at <http://www.fresnosuperiorcourt.org/procurement>.

Responses must be received by 4:00 p.m. on January 8, 2010, via e-mail.

#### **4. COURT CONTACT**

Carmen Lango, Court Procurement and Contract Specialist  
1999 Tuolumne Street, Ste 802  
Fresno, CA 93721  
[clango@fresno.courts.ca.gov](mailto:clango@fresno.courts.ca.gov)

No oral response by any employee, consultant, or agent of the Court shall be binding on the Court, or shall in any way constitute a commitment by the Court. If a Respondent finds any inconsistency or ambiguity in the RFQ, the Respondent is requested to notify the Court.

#### **5. STATEMENT OF WORK - REQUIRED TASKS**

The successful vendor will perform the following tasks:

- Install MS Exchange 2010;
- Migrate mailboxes from MS Exchange 2003 to MS Exchange 2010;
- Migrate public folders from MS Exchange 2003 to MS Exchange 2010;
- Migrate security settings and specific ACLs on mailboxes;
- Configure new environment to work with MS InterOrg (public folder replication between organizations);
- Configure new environment to work with SimpleSync (Global Address List replication between organizations), Court is a SimpleSync subscriber, not the publisher;
- Configure new environment to work with Cisco Meeting Place 7;
- Reconfigure Cisco Unity (Unified Messaging) to work with mailboxes in the new environment (Cisco Unity version is 5.0 build 5.0(1));
- Reconfigure Blackberry Enterprise Server to work with mailboxes in the new environment. Blackberry Enterprise Server version is the latest release from RIM (Research in Motion);
- Configure 'front end' MS Exchange Mobile ActiveSync to ensure PDA's can interface with new environment;
- Configure 'front end' MS Outlook Web Access; and
- Make recommendations for any needed hardware – ensure that all existing operating systems will accept the new software application.

The Court will provide the following hardware and software:

- All MS Exchange 2010 components;
- All HP based hardware, based on successful vendor's recommendations;
- SAN and appropriate disk space needed for data storage;
- Operating Systems – run on a VMware vSphere 4 virtual server environment; and
- Trend Micro anti-virus software for mailbox and system scanning.

#### **6. EVALUATION CRITERIA**

Bids will be evaluated to determine the proposal 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.

- Cost/Pricing factors;
- Experience on similar assignment;
- Ability to meet timing requirements to complete the project;
- Timeliness of Delivery;
- Credentials of staff to be assigned to the project;
- Implementation Plan;
- Financial viability and stability;
- Reasonableness of cost projections;
- References.

## **7. BID INSTRUCTIONS**

### **COMPANY BACKGROUND INFORMATION**

The Court requires the Respondent to be a reputable company of strong financial standing and experienced in the type of service requested in this RFQ. The proposal shall include the following company information:

- a. Complete name, address, email address, telephone and facsimile numbers;
- b. Federal tax identification number;
- c. Principal type of business and total number of years in business;
- d. Credentials of staff to be assigned to the project;
- e. A description of the overall operations of the Respondent, the number and scope of other similar projects currently ongoing or set to begin in the near future;
- f. A description of Respondent's experience, which must include references from five (5) companies (stating the company size) where Respondent performed the same or similar project;
- g. An audited profit and loss statement and balance sheet for the vendor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the Court. These financial statements must be contained in a separate volume;
- h. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's);
- i. Annual contract value of the vendor's three (3) largest contracts for similar products and services in the past three (3) years;

- j. Percent of turnover of service staff for each of the last three (3) years in the vendor's organization that will be responsible for providing products and services described in this RFQ (e.g. Account Manager, Customer Service personnel, etc.);
- k. If subcontractors are proposed for this RFQ, 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. If subcontractors are proposed, this same company information is required of the subcontractors; and
- l. Any additional information, not specifically listed above, which shows any experience of the Respondent that might be relevant to the project.

#### EXECUTIVE SUMMARY.

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 RFQ. The Executive Summary should demonstrate the proposer understands the requirements.

#### AUTHORIZED SIGNATURES, VALIDITY PERIOD OF PROPOSALS

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 days (90) after the Proposal Due Date specified in Section 3. In the event a final contract is not awarded immediately, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

#### RESERVATION OF RIGHTS

The Court reserves the right to reject any and all quotes, in whole or in part, as well as the right to issue similar RFQs in the future.

#### 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 RFQ, including any Court issued clarifications, modifications, amendments, or addenda. The Court will 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.

#### CONFIDENTIAL OR PROPRIETARY INFORMATION

All materials submitted in response to this solicitation 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

quote. One copy of a submitted quote 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.

#### RESPONSIBILITY FOR SUBMISSION COSTS

Respondents shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of any material in response to this RFQ. The Court may, in its sole discretion, ask selected Respondents to present their material in person to Court's representatives at the Court's offices, and the costs of such presentations shall be solely the responsibility of the Respondent. The Court assumes no contractual or other obligations as a result of the issuance of this RFQ, the preparation or submission of materials by a Respondent, the evaluation of materials, the Respondent's conducting of presentations, or the selection of any Respondent for further discussion. There may be no claims whatsoever for reimbursement from the Court or any of its consultants or agents for such costs.

#### AMBIGUITY, DISCREPANCIES, OMISSIONS

If a vendor submitting a quote discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Court written notice of the problem and request that the solicitation document be clarified or modified.

If prior to the bid submittal deadline a vendor submitting a quote 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 submit a quote at its own risk, and if the vendor is awarded the purchase, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

#### CONTACT WITH COURT

Questions regarding this RFQ must be directed to the individual named as the Court Contact in Section 4. Vendors are specifically directed NOT to contact any other Court personnel regarding this RFQ at any time prior to award. Unauthorized contact with any Court personnel may be cause for rejection of the vendor's response.

#### ACCEPTANCE OF TERMS

The requested goods and services will be provided pursuant to the attached General Terms and Conditions. Submittal of a proposal indicates that the vendor accepts the General Terms and Conditions.

#### ERROR IN SUBMITTED QUOTE

If an error is discovered in a vendor's quote, the Court may at its sole option retain the quote and allow the vendor to submit certain arithmetic corrections. In determining if a correction will be allowed, the Court will consider the conformance of the quote 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 prior to an award, a vendor discovers a mistake in their quote that renders the vendor unwilling to perform under any resulting contract, the vendor must immediately notify the Court in writing and request to withdraw the quote. It shall be solely within the Court's discretion as to whether withdrawal will be permitted.

## **8. GENERAL TERMS AND CONDITIONS**

**ACCEPTANCE:** *BY DELIVERING THE ORDERED GOODS OR SERVICES, SELLER AGREES TO THE SPECIFICATIONS, TERMS, AND CONDITIONS SPECIFIED ON THE FACE OF THIS DOCUMENT AND ANY REFERENCED DOCUMENTS (COLLECTIVELY, THE "ORDER"). SELLER'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED FROM THIS ORDER AND THE COURT DOES NOT AGREE TO SUCH TERMS OR CONDITIONS. THIS ORDER'S TERMS AND CONDITIONS MAY ONLY BE VARIED BY A WRITING SIGNED BY THE COURT'S DULY AUTHORIZED REPRESENTATIVE. SELLER MAY NOT ALTER, ADD TO, OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS.*

**AUDIT RIGHTS:** Seller agrees to maintain records relating to performance and billing by Seller under this Order for a period of three years after final payment. During the period of time that Seller is required to retain such records, the Court or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

**CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Court.

**DELIVERY AND PACKING SLIPS:** Time is of the essence to delivery and any other performance required of Seller. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose shall be paid by the Court unless it is expressly included on the face of this Order. Unless stated otherwise in this Order, the shipping point for all deliveries under this Order shall be F.O.B. "Destination". Unless otherwise shown on this Order, on "F.O.B. Shipping Point" transactions, Seller shall arrange for lowest-cost transportation, prepay and add freight to its invoice, and furnish supporting freight bills over \$25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Order number, part number and quantity. Any itemized packing slip bearing the Court's Order number as shown thereon must be left with the goods to insure their receipt.

**INDEMNITY:** SELLER SHALL INDEMNIFY AND HOLD HARMLESS THE COURT AND ITS OFFICERS, AGENT AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION OF SELLER, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF SELLER AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSES IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

**INFRINGEMENT PROTECTION:** Seller shall hold the Court and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, article, or appliance furnished or used in connection with this Order.

**INSPECTION AND ACCEPTANCE:** Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the Court at any time within thirty days after delivery to the Court. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the Court and returned or held at Seller's expense and risk. Payment shall not constitute an acceptance of the material nor impair the Court's right to inspect or any of its remedies.

**INSURANCE:** Seller agrees, warrants and represents to the Court that Seller shall maintain adequate insurance to cover any liabilities that may occur in the performance of services and delivery of goods under this Order. Seller further warrants and represents to the Court that Seller shall maintain adequate insurance to cover any public liability, property damage and/or automobile liability for any damage incurred with Seller's performance of

any work on or about the Court's premises or third-party premises to which the goods and services are to be delivered as indicated on the face of this Order. Seller shall maintain proper Workers' Compensation Insurance covering all employees providing service or performing work under this Order.

**INVOICES, PAYMENT AND SETOFF:** The Court shall have no obligation to pay for any item until one original and two copies of a correct, itemized invoice for the item is received at the address shown on the face of this Order. Payment is due thirty days from receipt of a correct, itemized invoice. Each invoice shall be printed on Seller's standard printed bill form, and shall include at a minimum (i) the Order number, (ii) Seller's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit the Court to evaluate the goods received and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Amounts owed to the Court due to rejections of goods or services or discrepancies in an invoice shall be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Seller within thirty days from Seller's receipt of a debit memo or other written request for payment by the Court. The Court shall have the right at any time to set off any amount owing from Seller to the Court against any amount payable by the Court pursuant to this Order or any other transaction or occurrence.

**LEGAL COMPLIANCE:** (a) Seller shall observe and comply with all federal, state, city, and local laws, rules, and regulations affecting goods and services under this Order. (b) Seller and its subcontractors, if any, shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Seller shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Seller and its subcontractors, if any, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (c) Seller shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 et seq.) which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

**MATERIAL SAFETY DATA SHEETS:** If some or all of the goods being provided by Seller are on CAL OSHA's "Hazardous Substances List," Seller shall, upon request, forward a completed Material Safety Data Sheet (MSDS) to the Court.

**RISK OF LOSS:** Seller shall bear the risk of loss or damage to the ordered goods until Seller delivers the goods to the Court's place of business unless a different F.O.B. point is indicated on the face of this Order. Notwithstanding such delivery, Seller shall bear the risk of loss or damage to the goods purchased under this Order in the event of and from the time the Court gives notice of rejection or termination of this Order.

**STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS:** Seller is an independent contractor and while performing work on or off the Court's premises neither it nor any of its agents or employees shall be considered agents or employees of the Court. Seller shall not subcontract or delegate its obligations under this Order without the prior written consent of the Court.

**TERMINATION:** The Court may terminate all or part of this Order for any or no reason at any time by giving notice to Seller. Should Court terminate this Order for convenience, the Court's liability shall be: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent of the purchase price; (b) for custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress, and any finished units on hand, or (ii) the price, set forth in this Order, per finished unit, after giving effect to any discount the Court would otherwise be entitled to. For termination of any separate services specifically ordered, liability shall be the lesser of (a) a reasonable price for the services rendered prior to termination, or (b) the price for the services. If any hourly or other time-based rate for services is specified in this Order, such rate shall be used in determining a reasonable price. Upon receipt of a termination notice, Seller shall, unless otherwise directed, cease work and follow the Court's directions as to work in progress and finished goods.

**WARRANTIES:** Seller warrants that all goods delivered shall (a) be free from defects in workmanship, material, and manufacture (including, without limitation, defects which could create a hazard to life or property); (b) be new, not refurbished or reconditioned, unless stated otherwise in this Order; (c) be of merchantable quality and shall be fit for the purposes intended by the Court to the extent disclosed by Seller; (d) comply with the requirements of this Order; and (e) comply with all applicable laws and regulations. Seller further warrants that all services shall

be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.

***End of General Terms and Conditions***