

Lakeside Union School District

Request for Proposal for Core Virtual Server Hardware and Licenses

RFP Issued: January 31, 2022

Questions Due: February 8, 2022 @ 3:00pm Responses Due: February 15, 2022 @ 3:00 pm

<u>Inquiries:</u> Any questions regarding this RFP or selection process may be directed to Brian Beisigl at bbeisigl@lsusd.net. Proposers are requested not to contact other District staff or Board members in connection with this selection process. Any proposers who violate this request may be disqualified from further consideration.

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LAKESIDE UNION SCHOOL DISTRICT 2022 RFP

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- a) Nondiscrimination by Supplier
- b) Workers Compensation
- c) Non-collusion Declaration

It is the vendor's responsibility to check the district website https://www.lsusd.net for any addendums.

INSTRUCTIONS AND CONDITIONS FOR

CORE VIRTUAL SERVER HARDWARE AND LICENSES

ΑT

LAKESIDE UNION SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the Lakeside Union School District, Lakeside, California, hereinafter referred to as LUSD, will receive up to, but no later than, **Monday, February 15, 2022 at 3:00pm**, sealed proposals for the award of a contract for:

CORE VIRTUAL SERVER HARDWARE AND LICENSES

The LUSD is looking to purchase a Cisco HyperFlex Server solution with Ruckus switching solution.

Proposals shall be received in the office of LUSD/District Office, Attn: Brian Beisigl, 12335 Woodside Avenue, Lakeside, CA. 92040. Questions regarding this proposal may be directed to Brian Beisigl at bbeisigl@lsusd.net.

LUSD reserves the right to reject any or all proposals, to waive any informality in the proposal process, to award on a section-by-section or total basis, and to be the sole judge of whether an item Proposal is equivalent to the requested item and meets the needs of this office.

LUSD reserves the right to extend the due date by one week and request proposal responses if no proposals are received by the original due date.

Vendor must have CCNP Enterprise, MCSE, and CCNP Collaboration.

All components must come from a Cisco authorized distributors and resellers, and no third party or gray sourced products.

No third party subcontracting.

CONTACT

Any questions regarding this process should be directed to <u>bbeisigl@lsusd.net</u>. Questions must be received by Tuesday, February 8, 2022 @ 3:00pm.

SCOPE OF WORK:

The Scope of Work includes the following:

Installation/Configuration:

- The Core Virtual Server Hardware installed and connected completely in the Network Operation Center (NOC) Rack/Cabinet.
- The virtual software and licenses will be installed/configured, and all virtual servers on previous hardware be migrated/moved over into new hardware/virtual environment.
- System will be configured and tested successfully by the successful proposer prior to release of payment.

Training and Support:

- The successful proposer is expected to provide 8 hours training on the system. The successful proposer is expected to have experienced trainers with appropriate certifications on the selected system as applicable.
- On-going technical support and warranty support on hardware, software, and licenses for 5 years will be required.

PREPARATION OF PROPOSAL FORM

Please prepare your proposals on the form attached to be submitted at such time and place as is stated in the notice to Vendors calling for proposal. All blanks in the Proposal Form must be appropriately filled in, and all prices must be stated. All proposals submitted must be in sealed envelopes bearing on the outside the name of the proposer, address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the proposer to see that his proposal is received in proper time. Two (2) bound copies and one (1) unbound copy of the proposal must be provided, with all materials bound into books of approximately 8-1/2" x 11" format. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the proposer unopened.

Encyclopedic proposals which do not specify the products or services that will meet the scope and requirements specified may be disqualified.

BRAND NAMES AND NUMBERS

- Brand names and numbers when given in Specifications are for reference.
 Proposals on equivalent items will be considered provided the proposal clearly describes the article offered and it is equivalent in quality and utility.
- State brand and model on each item. If proposing other than the make, model, or brand specified in the specifications, state the item offered by the manufacturer's name and model number. Unless the proposer clearly indicated in his proposal that he is offering an "equal" product, his proposal shall be considered as offering the brand name product referenced in the invitation for proposals.

PROPOSE SEPARATELY

Propose on each item separately. Prices should be stated in units specified in Specifications. If standard packaging is not consistent with proposal, so indicate on Specifications.

SIGNING OF PROPOSALS

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The proposer's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

QUALIFICATIONS

All proposers may be required to furnish evidence of their technical ability, experience, and financial responsibility.

AWARD OF CONTRACT

1. Proposals will be evaluated on the following criteria:

Cost	40%
Methodology and Service Level (cost of change, technology,	30%
account support team)	
Experience, Financial Soundness, experience with District or	25%
references	
Product meets or exceeds minimum specifications	5%

2. A written purchase order mailed or otherwise furnished to the successful vendor within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

The District reserves the right to exercise voluntary extensions to contracts.

ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this proposal or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

ASSIGNABILITY

A contract is not assignable by vendor either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

WARRANTY

Vendor warrants to LUSD that the goods and/or services covered by this order will conform to the specifications, samples, description, and time provisions furnished by LUSD and will be of first class material and workmanship and free from defects; and LUSD reserves the right to cancel the unfilled portion of this order without liability to vendor for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by LUSD and risk of loss before acceptance shall be on vendor. Defective goods rejected by LUSD may without prejudice to any other legal remedy, be held at vendor's risk and returned at vendor's expense. Defects are not waived by acceptance of goods or by failure to notify vendor thereof.

The vendor shall warrant that all materials and workmanship shall be the quality, quantity and character specified and shown, and that any defect due to the use of any improper workmanship or materials discovered and made known to vendor within one (1) year from the filing of the Notice of Completion shall be made good by vendor without additional expense to LUSD.

COMPLIANCE WITH STATUTE

Vendor hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

RIGHTS & REMEDIES FOR DEFAULT

- 1. In the event any item furnished by the vendor in the performance of the contract or purchase order shall fail to conform to the specifications thereof, or the same submitted by the vendor with his proposal, LUSD may reject the same, and it shall thereupon become the duty of the vendor to reclaim and remove the same forthwith, without expense to LUSD, and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should the vendor fail, neglect, or refuse to do so LUSD shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items to deduct from any moneys due to that, may thereafter become due the vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to LUSD. In the event the vendor shall fail to make prompt delivery as specified of any item, the same condition as to the rights of LUSD to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God, or the government.
- 2. Cost of inspection of materials and/or services provided which do not meet specifications will be at the expense of the vendor.
- 3. The rights and remedies of LUSD provided above shall be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for 1 year, unless the offering party in writing allows for a longer period of time.

- 1. Any cash discounts given to LUSD must be so stated on the proposal.
- 2. Prompt payment discounts offered for payment within less than thirty (30) calendar days will not be considered in evaluating offers for award. However, offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.
- 3. In connection with any discount offered, time will be computed from date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the warrant or check.

MODIFICATIONS

Changes in or additions to the Proposal Form, recapitulations of the work proposal upon alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the contract documents may result in the rejection of the proposal as not being responsive to the proposal. No oral or telephonic modification of any proposal submitted will be considered.

ERASURES

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the persons signing the proposal.

WITHDRAWAL OF PROPOSAL

Proposers may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

INTERPRETATION OF DOCUMENTS

If a proposer for the proposed contract is in doubt as to the meaning of any part of the specifications, or other contract documents, or finds discrepancies in, or omissions from specifications, proposer may submit to Brian Beisigl a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the RFP documents will be made only by addendums duly issued and posted on LUSD's website: https://www.lsusd.net No oral interpretation of any provision in the contract documents will be made to any proposer.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a proposer, or that has quoted prices or materials to a proposer, in not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers or making a prime proposal.

EVIDENCE OF RESPONSIBILITY

Upon the request of LUSD, a proposer whose proposal is under consideration for award shall submit promptly to LUSD's satisfaction evidence showing the proposer's financial resources, experience, and organization for the performance of the contract.

SUBMISSION OF PROPOSALS TO PUBLIC PURCHASING BODY; AGREEMENT TO ASSIGN

In submitting a proposal to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body 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 proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.

AFFIRMATIVE ACTION

1. The proposer shall sign the enclosed "Certification of Nondiscrimination by Supplier" form and submit it with the proposal.

LAKESIDE UNION SCHOOL DISTRICT 2022 RFP Core Virtual Server Hardware and Licenses SPECIFICATIONS AND PROPOSAL FORM

Include costs for configuration and installation of equipment.

Product must be equivalent to product listed.

No third party or gray sourced products.

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offered, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby proposed and agrees to perform within the time stipulated, in contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expandable equipment, and all utility and transportation services necessary to perform all of the work required in connection with this RFP, all in strict conformity with the specifications and other contract documents.

Cisco HyperFlex M5						
Qty: Model:		Model: Description:		Price:	Total:	
		Server, Storage, Licenses, Warranty, Training	\$0.00	\$0.00	\$0.00	
1	HX-E-M5S-HXDP	Cisco HyperFlex M5 Edge Hybrid & All Flash (w/o FI)				
3	HX-E-240-M5SX	Cisco HyperFlex Hybrid Edge 240 Full Capacity M5 system				
3	CON-SNT-HXE240M5	SNTC-8X5XNBD Cisco HyperFlex Hybrid Edge 240 Full Capacity M				
48	HX-MR-X32G2RT-H	32GB DDR4-2933-MHz RDIMM/2Rx4/1.2v				
3	HX-SAS-M5HD	Cisco 12G Modular SAS HBA for up to 26 drives				
3	HX-RIS-1-240M5	Riser 1 3PCIe slots (x8, x16, x8); slot 3 req CPU2, For T4				
30	HX-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)				
3	HX-SD16T123X-EP	1.6TB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)				
3	HX-SD240GM1X-EV	240GB 2.5 inch Enterprise Value 6G SATA SSD				
3	HX-M2-240GB	240GB SATA M.2				

3	HX-PSU1-1050W	Cisco UCS 1050W AC Power Supply for Rack Server			
3	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America			
3	HX-MSD-32G	32GB Micro SD Card for UCS M5 servers			
3	HX-RAILB-M4	Ball Bearing Rail Kit for C220 M4 and C240 M4 rack servers	-		
42	UCSC-BBLKD-S2	UCS C-Series M5 SFF drive blanking panel			
6	UCSC-HS-C240M5	Heat sink for UCS C240 M5 rack servers 150W CPUs & below			
3	UCSC-PCIF-240M5	C240 M5 PCIe Riser Blanking Panel			
3	UCS-MSTOR-M2	Mini Storage carrier for M.2 SATA/NVME (holds up to 2)			
3	HX240C-BZL-M5S	HX240C M5 Security Bezel			
3	UCSC-RSAS-240M5X	C240 Rear UCS-RAID-M5HD SAS cbl(1)kitinclfan,bkpln			
6	HX-CPU-I4210R	Intel 4210R 2.4GHz/100W 10C/13.75MB DDR4 2400MHz			
3	HX-E-TOPO1	10GbE Single or Dual Switch (2, 3, or 4 node)			
3	HX-MLOM-C25Q-04	Cisco UCS VIC 1457 Quad Port 10/25G SFP28 CNA MLOM			

3	HX-VSP-6-7-FNDR2-D	Factory Installed vSphere 6.7 2-CPU Enduser provides License		
3	HX-VSP-6-7-FNDR-DL	Factory Installed - VMware vSphere 6.7 Fnd SW Download		
3	HXDP-EP001-5YR=	HyperFlex Data Platform Edge Premier 5 Yr		
3	HXDPEP001-5YR	HyperFlex Data Platform Edge Premier Subscription		
		Switching, Licenses, Support		
2	QSFP-H40G-AOC3M	Network cable - QSFP+ to QSFP+ - 3 m - fiber optic - SFF-8436 - active - orange		
2	E100G-QSFP-QSFP-P-0501	100GbE QSFP28 to QSFP28 Direct Attached, Passive Copper Cable, 5m.		
2	ICX7850-48F	ICX 7850 48-port SFP28 1/10/25GE, 8x-port QSFP28 supports native 40GE or 100GE or breakout 4x10GE or 4x25GE		
10	ICX-FAN12-E	ICX 7650 and ICX 7850 exhaust airflow fan, front to back airflow		
2	ICX7850-PREM-LIC	ICX7850 Premium feature license		
4	PCUSA2	POWER CORD, USA, NEMA5-15/C13, 13A, 125V		
4	RPS19-E	650W AC power supply with exhaust airflow		
2	ICX7850-SVL-RMT-5	WatchDog REMOTE SUPPORT, ICX 7850		

1	8 Hours of Staff training		

Hardware Total: \$

Labor Total: \$

Tax: \$

Total Solution: \$

NO QUOTE IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY.

SUBMITTED BY	
FIRM NAME:	
ADDRESS:	
CITY & ZIP:	
TELEPHONE:	_ FAX:
USAC SPIN NUMBER:	
FIRM NAME AS REGISTERED WITH USAC/SLD:	
SIGNATURE	DATE

(Authorized Agent)

NAME: ______ TITLE: ______ (Please Print)

CERTIFICATE OF NONDISCRIMINATION BY SELLER

As a supplier of goods or services to LUSD, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

- 1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
- 2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services (especially those serving minority communities), and the minority communities at large.
- 3. To take affirmative steps to hire minority employees within the company.

FIRM NAME:		
TITLE OF OFFICER SIGNING:		
CICALATURE		
SIGNATURE:		
DATE:		

CONTRACTOR'S CERTIFICATE

REGARDING WORKER'S COMPENSATION

Labor Code Section 3700.

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature:			
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(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

NONCOLLUSION DECLARATION

(To Be Executed By Proposer and Submitted With Proposal)

l,		, declare as follows:				
That I am the	of		, the party making the			
attached proposal; tha	at the attached proposal	is not made in	in the interest of, or on behalf of, any			
undisclosed person, pa	artnership, company, ass	sociation, orga	ganization, or corporation; that the proposal is			
genuine and not collus	sive or sham; that the pro	oposer has no	ot directly or indirectly induced or solicited any			
other proposer to put	in a false or sham propo	sal, or that an	nyone shall refrain from proposing; that the			
proposer has not in an	y manner, directly or inc	directly, sough	ght by agreement, communication, or to fix any			
overhead, profit, or co	st element of the propo	sal price, or of	of that of any other proposer, or to secure any			
advantage against the	public body awarding th	ne contract of	f anyone interested in the proposed contract;			
that all statements co	ntained in the proposal a	are true; and f	further, that the proposer has not, directly or			
indirectly, submitted h	is or her proposal price	or any breakd	down thereof, or the contents thereof, or			
-		•	will not pay, any fee to any corporation,			
	_	n, proposal de	depository, or to any member or agent thereof			
to effectuate a collusiv	e or sham proposal.					
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.						
Executed this	day of		, 2022, at			
			, California			

Authority: Public Contract Code 7106 CCP 2015.5