



Bid #23373

Virtual Host Refresh Project

Date of Issue: September 10, 2013

Bid Opening Date: September 24, 2013 2:00PM (our clock)

Bid to be returned PRIOR to time and date above.

RETURN TO:
Holly Callero Penny, CPPB
Jefferson County School District R-1
Education Center, Purchasing Dept.
1829 Denver West Drive, Bldg #27, 3rd floor
P.O. Box 4001
Golden, Colorado 80401-0001
(303) 982-6756

BIDDER'S CERTIFICATION

The undersigned, having carefully examined all of the documents pertaining to the subject project, including the project specifications, agreement, and Terms & Conditions, hereby proposes to furnish all required labor, materials equipment, tools and insurance to complete the work described in their bid document in strict accordance with the project documents for the price set forth herein.

Company Name _____

Address _____

City _____ **State** _____ **Zip** _____

Telephone No. _____

Fax No. _____

Contact Name _____, **Title** _____

By _____
(Authorized Signature)

Email _____

OVERVIEW OF THE DISTRICT

Jefferson County Public School District, hereinafter referred to as “the District”, is the largest school district in Colorado; serves a geographic area of approximately 800 square miles and has a current enrollment of over 86,000 students. The staff consists of over 12,000 full and part time professional and support personnel located in over 158 schools and office facilities.

BIDDER INFORMATION:

1. All contacts regarding this Bid must be done in writing through Holly Callero Penny, hpenny@jeffco.k12.co.us . This restriction does not apply to District initiated communications to satisfy clarification questions.
2. Bids may be held by the District for a period not to exceed sixty (60) days from the date of the opening of the bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders prior to awarding the Contract.
3. The effective period of the contracts resulting from this bid shall be from date of award through December 31, 2013.
4. The District reserves the right to renew and extend the executed contract agreement pertaining to all current prices, terms, conditions and specifications upon mutual agreement between the District and vendor for an additional one (1) year, but not to exceed four (4) additional one (1) year
5. It is the intent of the District to make a single award for all items on the bid, however, the District reserves the right to make multiple awards if deemed to be in the best interest of the District.
6. Bids must be submitted at vendor’s expense on this form in a sealed envelope to the Purchasing Department, Jefferson County Public School District on or before the time and date of the bid opening. Late bids will not be accepted. No oral, telephonic, telegraphic, email or facsimile responses will be considered. A duly authorized official must sign this bid. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this bid as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment, insurance and/or services in strict accordance with the conditions, requirements, and specifications herein. Should anything be omitted which is necessary to clearly understand or should it appear that various instructions are in conflict, the vendor shall secure instructions at least 72 hours prior to the opening.
7. No award shall be made to any person, firm or corporation that is in arrears upon any obligations to the District, or that otherwise may be deemed irresponsible or unreliable by the Director of Purchasing or designee.
8. Vendor name MUST appear in the upper right corner of the bid form.

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9. In the event that a firm has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.
10. Bidder's Certification must be signed and returned with your bid.
11. Any addenda issued for this Bid will be posted to the Rocky Mountain Online Bid System <http://www.govbids.com/scripts/co1/public/home1.asp>. It is the responsibility of the Vendor to verify if any addenda are issued and submit per addenda instructions.

SCOPE OF WORK

The District is seeking to build on their virtualization initiative, including the expansion of their current UCS foot print. This bid will include both Cisco equipment and VMware licensing. The District will entertain bids for 1 Cisco UCS 5108 blade chassis (including two 2208XP I/O modules per), 5 Cisco UCS B200 M3 Blade Servers, 1 Cisco UCS C240 appliance, and 4 VMware vSphere Enterprise Plus licenses (including 3 years of maintenance). New equipment only. **No substitutions** of model or manufacturer.

All respondents must provide a letter from manufacturer (Cisco) stating they are an authorized Cisco reseller in order to be compliant in their bid response. No grey market or used equipment will be considered.

VALUE ADDED SERVICES

No value added services are required.

BID FORM

To assist bidders an Excel Proposal Tabulation Form, Attachment A, is included as part of this proposal document for all Cisco UCS Equipment.

Bidders must complete the Proposal form, Attachment A, indicating the price per unit for each line item.

All prices must include shipping

VM Ware

PART NUMBER	DESCRIPTION	QUANTITY	PRICE	TOTAL PRICE
VS5-ENT-PL-A	ACADEMIC VMWARE VSPHERE 5 ENTERPRISE PLUS FOR 1 PROCESSOR	4		
VS5-ENT-PL-3P-SSS-A	ACADEMIC PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE VSPHERE 5 ENTERPRISE PLUS FOR 1 PROCESSOR FOR 3 YEARS	4		

TOTAL BID FOR VM WARE \$ _____

EVALUATION AND AWARD FACTORS

Each bid will be evaluated as to the bid received. Bid will be awarded to the most responsive, responsible vendor(s) meeting specifications with the lowest total cost and value added services offered.

ADDENDA ACKNOWLEDGEMENT

Number of Addendum received: _____.
 (Bidder(s) who fail to acknowledge receipt of all Addenda issued may be declared non-responsive. It is the Bidder's responsibility to verify the number of Addenda issued.)

DELIVERY

All prices must include shipping. Prices shall be FOB destination inside delivery.

WARRANTY

The vendor warrants and guarantees to the District that all equipment and materials to be furnished under this bid are free from all defects in workmanship and materials. The vendor further warrants, guarantees and agrees to remedy all such defects and to replace, at vendor's expense and at no expense to the District, any or all labor, transportation, part or parts of the equipment or materials to be furnished under this bid which are or become defective due to such defects within a minimum lifetime warranty as stated by the manufacturer after date of receipt, inspection, and acceptance by the District.

Attach warranty information, e.g. effective dates, coverage, parts, exchange/RMA procedures, labor, and duration:

VENDOR BIDDER QUALIFICATIONS

How many years have you been engaged in this type of business? _____

List at least two (2) firms with a contact person that you have sold to during the last five (5) years:

*****Please provide contact name, phone number and email address. *****

A) _____	B) _____
_____	_____
_____	_____
_____	_____

Provide name of contact person for additional financial information if needed:

_____	_____
Name	Position
_____	_____
Phone	Email

CONTINUATION SHEET

BID NO. 23373

Virtual Host Refresh Project

Vendor Name:

Are there any litigation, judgments or liens pending, or have there been any filed against your firm in the last 18 months? NO _____ YES _____

Explain: _____

Has bankruptcy or reorganization ever been filed by your firm?

NO _____ YES _____

Explain: _____

TERMS AND CONDITIONS

SUBMISSION: Late bids will not be accepted. No oral, telephonic, telegraphic email or facsimile responses will be considered. A duly authorized official must sign this bid. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this bid as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements, and specifications herein. Should anything be omitted which is necessary to clearly understand or should it appear that various instructions are in conflict, the Respondent shall secure instructions at **least 72 hours prior to the closing date and time.**

AWARD: No award shall be made to any person, firm or corporation that is in arrears upon any obligations to the District, or that otherwise may be deemed irresponsible or unreliable by the Director of Purchasing or designee. The Director of Purchasing or designee reserves the right to waive any technical or formal errors or omissions and reject any and all bids or to make an award, either in whole or in part, by item, category, or total, whichever is deemed to be most advantageous to and in the best interest of the District. In compliance with the provisions of Colorado Revised Statutes, Sections 8-17-101 and 102, 8-18-101, and 8-19-101 and 102, preference shall be given to Colorado labor and to resident Respondents against nonresident Respondents to the extent required by those sections. It is understood and agreed that the District reserves the right to modify conditions, specifications, and prices by mutual agreement with the selected Respondent.

MODIFICATION: Any alteration, erasure or interlineation by the Respondent in this bid may constitute cause for rejection by the Director of Purchasing or designee. Exceptions or deviations should not be added to the individual pages, but should be submitted on Respondent's letterhead.

COMPLETION: Respondent shall complete all of the information requested for each item. Failure to do so shall constitute sufficient cause to reject any or all items offered if deemed to be in the best interest of the District. The District requests that this bid be completed using either black ink or black type.

ACCURACY: Accuracy of the quotation is the responsibility of the Respondent. Quotations may not be changed after the bid opening time and date. No dollar amount change will be allowed, only clarification as to the unit represented. The Director of Purchasing or designee must do this in writing 24 hours after notification.

PRICING: The unit price for each item shall be for the unit of measurement specified. All trade discounts and terms of payment must be reflected within the unit price. All prices must be quoted at a firm price, F.O.B. Destination. Prices shall remain firm for the term of the contract. If prices decrease during the term of this contract, the successful Respondent must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing.

PAYMENT: The District payment terms are Net 30 days, unless otherwise negotiated. Payment shall be processed upon receipt by the District of an itemized invoice. Each purchase order shall be invoiced separately. All invoices shall be submitted to **Jefferson County Public School District, Attn: Accounts Payable, 1829 Denver West Dr. Bldg #27, Golden Colorado 80401.**

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QUALITY: All goods furnished must strictly conform to the bid and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of the Director of Purchasing or designee. In the event no quality is specified, the goods must be at least equal to the standards of the industry. The Director of Purchasing or designee shall have the right at all times during the performance of this Agreement to conduct such tests and inspections as is deemed necessary to assure Respondent's compliance with this Agreement. The District will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information.

QUANTITIES: The District neither states nor implies that actual purchases will equal the estimate. It is the intent of this bid that the District be supplied with more or less of the materials according to actual needs. Do not bid groups of items together as "all or none." Advise any minimum order quantities that apply.

SHIPPING: Unless an order specifies a different delivery point, all deliveries under this Agreement shall be F.O.B. destination. Title and risk of loss of all goods shall pass to the District upon final acceptance.

DELIVERY: Delivery dates must be specified on this bid. **Time is of the essence.** Delivery is part of the consideration and the advised delivery date given on this bid must be complied with unless otherwise instructed by the Director of Purchasing or designee. The District will not be responsible for any goods delivered or services performed without a purchase order signed by an authorized representative of The District.

SPECIFICATIONS: Manufacturer/brand name and numbers that reflect the level of quality expected may be given in lieu of specifications. In the event the District includes manufacturer/brand name and numbers as a part of the description of any item, the Respondent may submit quotations on that or a proposed equal product provided they are equivalent and substantiated to be so by submitted specifications and/or samples. When the description includes the wording "no substitute" in addition to the manufacturer/brand name and number, quotations will be accepted only on the item specified. The District reserves the right to make sole judgment as to acceptability of proposed equal products without qualification or explanation.

TABULATION: Copies of bid tabulation sheets will be available to Respondents upon request at the rate of twenty-five cents per page payable in advance. Respondents may record information at the time of public opening.

SAMPLES: Samples of items, when requested/required, must be furnished free of expense and if not destroyed, will be returned upon request at the Respondents' expense.

NON-COLLUSION: By submission of the bid, the Respondent certifies that the bid has been arrived at independently and submitted without collusion with any other Respondent and that the contents of the bid have not been communicated, nor to the best of its knowledge and belief, by any one of its staff or agents, to any person not an employee or agent of the Respondent or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the bid.

GRATUITIES: Respondents are expressly advised that gratuities are not allowed. District staff may not accept any gift, service, honorarium, stipend or fee, or use their position for private advantage or personal, financial or material gain. The District will investigate reported violations. Respondents, whom the Director of Purchasing or designee finds to have violated these provisions, may be barred from doing business with the District; staff may be disciplined according to District Policy.

CANCELLATION: The District reserves the right to cancel without penalty, at any time, any awards occurring as a result of this bid. Time is of the essence. When a date is set for the delivery of merchandise or the performance of work, the merchandise must be delivered, or work performed, in accordance with the bid specifications or description on or before that date, or the order to the delinquent Respondent may be canceled and re-awarded. In such case, the District will have the right to buy merchandise or services at market price for immediate delivery. Any excess in cost shall be paid by the delinquent Respondent or deducted from any money due the delinquent Respondent.

COMPLIANCE: The Respondent agrees to comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes and secure all necessary licenses and permits in connection with this bid and any services to be provided hereunder.

GOVERNING LAW: Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Jefferson County, State of Colorado. The transaction shall be governed by the laws of the State of Colorado.

TAX: The District is a political subdivision of the State of Colorado and as such is generally exempt and not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government tax authority. The District is also not liable for any franchise taxes or taxes related to the income of a contractor. No taxes of any kind shall be charged to the District. Quotations shall not include the cost of any such taxes, including those on any materials, supplies or equipment used or installed in the work. The Respondent is hereby notified that when materials are purchased for the benefit of the District, some political subdivisions require the Respondent to pay sales or use taxes even though the ultimate product or service is provided to the District. These sales or use taxes will not be reimbursed by the District, nor will any prices be adjusted on account of such taxes. The Respondent shall file an "Application for Exemption Certificate" with the Colorado Department of Revenue and submit copies of such certificate to the District upon award of the contract and prior to commencement of any work.

HAZARDOUS MATERIAL: The Respondent represents that each product furnished is safe for normal use, is nontoxic, presents no abnormal hazards to persons or the environment, and may be disposed of as normal refuse. All materials, supplies, and equipment furnished or services performed under the terms of the purchase order or contract issued in response to this bid shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, Material Safety Data Sheets must be sent with the bid.

HOLD HARMLESS: The Respondent agrees to protect, defend and hold the District harmless from and against any claim or demand for payment or other claim based upon or related to the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of any work covered or materials and equipment furnished under this bid.

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INDEMNIFICATION: The Respondent agrees to indemnify and hold the District harmless from claims, suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, caused in whole or in part by or from the acts of the Respondent, its servants or agents. To this extent, the Respondent agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the District whenever such insurance, in the opinion of the District, is deemed necessary.

APPROPRIATIONS & APPROVAL: Any and all obligations of the District under this Agreement may be subject to annual approval and/or budgeting and appropriation by the District.

EQUAL OPPORTUNITY: In connection with the performance of any work under the bid, the Respondent shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex, or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.

INSURANCE: The Respondent will be required to indemnify and hold the District harmless from suits or actions of any kind, including workers' compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the Respondent or his agents. The Respondent will furnish copies of insurance certificates with the District included as additional insured on policies for comprehensive general liability with limits of not less than \$2,000,000 (\$2,000,000 aggregate must be maintained), combined single limit bodily injury and property damage and auto liability combined single limit \$2,000,000, \$2,000,000 aggregate must be maintained. The District must be notified by certified mail at least thirty (30) days prior to cancellation of any insurance policy. The Respondent will furnish copies of insurance certificates for statutory workers' compensation and employers' liability with limits of not less than \$1,000,000.

ILLEGAL ALIENS: Pursuant to Colorado Revised Statutes, § 8-17.5-101 et. seq., the District cannot enter into or renew a public contract for services with a vendor/contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with illegal aliens to perform work under the contract.

In accordance with the mandatory provisions of Colorado Revised Statutes, § 8-17.5-101 et. seq., Vendor/Contractor certifies that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to the Vendor/Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract.

The Vendor/Contractor has confirmed or attempted to confirm the employment eligibility of all staff who are newly hired for employment in the United States through participation in the United States Citizenship and Immigration Services' Basic Pilot Employment Verification Program (hereinafter referred to as the "Basic Pilot Program"). If Vendor/Contractor has not been accepted into the Basic Pilot Program prior to entering into this Agreement, the Vendor/Contractor shall apply to participate in the Basic Pilot Program every three months until the Vendor/Contractor is accepted or the Contract for services has been

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completed, whichever is earlier. The Vendor/Contractor shall not use the Basic Pilot Program to undertake pre-employment screening of job applicants while the Agreement is being performed.

If the Vendor/Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Vendor/Contractor shall:

- a. Notify the subcontractor and the District within three days that the Vendor/Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the illegal alien, except that the Vendor/Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Vendor/Contractor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the "Department") made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

If the Vendor/Contractor violates the provisions of this paragraph, the District may terminate the contract for breach and the Vendor/Contractor shall be liable for actual and consequential damages.

If Vendor/Contractor is a natural person eighteen years of age or older, Vendor/Contractor hereby swears or affirms under penalty of perjury that the Vendor/Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Agreement.

CRIMINAL RECORD VERIFICATION: Successful Respondent will be required to complete Criminal record check on any person providing services under the contract, employees, subcontractors or other agents of Vendor who work on district property for this contract. Employees, subcontractors or other agents of Vendor who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on District property for this contract. The Respondent must complete the district's Criminal Records Check Certification. Each individual Respondent will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements.