

Solicitation 1102-001

Equallogic Support Renewal



Central Contra Costa Sanitary District

Bid 1102-001 Equallogic Support Renewal

Bid Number	1102-001
Bid Title	Equallogic Support Renewal
Bid Start Date	Feb 28, 2011 1:10:17 PM PST
Bid End Date	Mar 7, 2011 11:00:00 AM PST
Question & Answer End Date	Mar 3, 2011 2:00:00 PM PST
Bid Contact	Pam McMillan
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	30 days
Bid Comments	ALL QUESTIONS MUST BE ASKED VIA BIDSYNC. QUESTIONS ARE NOT PERMITTED VIA EMAIL OR PHONE. This quote is for renewal of Dell/Equallogic support. Please fill out all line items including the one that asks for confirmation that Dell/Equallogic would be the actual vendor who would come on site to perform service. If it is not Dell/Equallogic who would come on site to perform service, we would need insurance documents from the vendor to be sent to us same day as bid is awarded. See attached document for insurance requirements.

Changes made on Feb 28, 2011 1:13:50 PM PST

New Documents	Purchase Order Terms and Conditions
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Item Response Form

Item	1102-001-1-01 - Equallogic Renewal - PS400E
Quantity	1 each
Unit Price	
Delivery Location	Central Contra Costa Sanitary District <u>Central Contra Costa Sanitary District</u> 5019 Imhoff Place Martinez CA 94553 Qty 1

Description

S/N: B018039

Tag: 7XKWZF1

Mission Critical ProSupport 1 year term.

Mission Critical Package: 4 hour 7 x 24 on-site service with emergency dispatch.

Equallogic advanced software warranty and service, 7 x 24 access.

ProSupport for IT: 7 x 24 Hardware/Software tech support and assistance for certified IT Staff.

Start Date: 3/9/11
End Date: 11/19/12

Item	1102-001-1-02 - Equallogic Renewal - PS-400E
Quantity	1 each
Unit Price	
Delivery Location	Central Contra Costa Sanitary District <u>Central Contra Costa Sanitary District</u> 5019 Imhoff Place Martinez CA 94553 Qty 1

Description

S/N: B032738

Tag: DB4WZF1

Mission Critical ProSupport 1 year term.

Mission Critical Package: 4 hour 7 x 24 on-site service with emergency dispatch.

Equallogic advanced software warranty and service, 7 x 24 access.

ProSupport for IT: 7 x 24 Hardware/Software tech support and assistance for certified IT Staff.

Start Date: 3/9/11
End Date: 11/19/12

Item	1102-001-1-03 - Equallogic Renewal - PS3150X
Quantity	1 each
Unit Price	
Delivery Location	Central Contra Costa Sanitary District <u>Central Contra Costa Sanitary District</u> 5019 Imhoff Place Martinez CA 94553 Qty 1

Description

S/N: SHU752120000285

Tag: GBDWZF1

Mission Critical ProSupport 1 year term.

Mission Critical Package: 4 hour 7 x 24 on-site service with emergency dispatch.

Equallogic advanced software warranty and service, 7 x 24 access.

ProSupport for IT: 7 x 24 Hardware/Software tech support and assistance for certified IT Staff.

Start Date: 3/9/11
End Date: 11/19/12

Item	1102-001-1-04 - Equallogic Service Level Upgrade - PS6000E
Quantity	1 each
Unit Price	
Delivery Location	Central Contra Costa Sanitary District <u>Central Contra Costa Sanitary District</u> 5019 Imhoff Place Martinez CA 94553 Qty 1

Description

S/N: SHU0935411G0C5E

Tag: JGLG3H1

This item is currently under a service agreement for Next Business Day until 11/19/12. Please quote on upgrading the service on this item to 4 hour 7 x 24 as follows:

Mission Critical ProSupport 1 year term.

Mission Critical Package: 4 hour 7 x 24 on-site service with emergency dispatch.

Equallogic advanced software warranty and service, 7 x 24 access.

ProSupport for IT: 7 x 24 Hardware/Software tech support and assistance for certified IT Staff.

Currently under service agreement that started 11/20/09.

End Date: 11/19/12

Item	1102-001-1-05 - Name of Vendor Who Would Come On Site To Perform Service
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	Central Contra Costa Sanitary District <u>Central Contra Costa Sanitary District</u> 5019 Imhoff Place Martinez CA 94553 Qty 1

Description

Indicate name of vendor who would come on site to perform service.

If it is not Dell/Equallogic, then vendor will need to provide all insurance documents required (see attached document) same date as award.

TERMS AND CONDITIONS

ACCEPTANCE: This Purchase Order becomes a contract subject to the terms and conditions set forth and incorporated herein by reference. This purchase order is effective and expressly conditioned on vendor's assent to all terms and conditions on this purchase order that are additional to or different from those stated in suppliers' quotation or other offering documents. This purchase order represents the entire agreement between the parties. Any addition to, change in, modification of, or revision of this order shall not be binding unless expressed in writing by an authorized agent of the Central Contra Costa Sanitary District, hereinafter called "the District".

DELIVERY: All prices reflect F.O.B. the District unless otherwise stated herein. Since time is of the essence, deliveries are to be made in the quantities, and at the time specified herein. If vendor's deliveries fail to meet schedule, the District, without limiting its other rights or remedies, may direct expedited routing at no additional charge to the District or may cancel this order or any portion hereof. Vendor shall be liable to the District for all damages, losses and liability incurred by the District, directly or indirectly, as a result of vendor's breach. Where the District has so authorized in writing, goods may be shipped F.O.B. Shipping Point, but vendor shall prepay all shipping charges and list said charges as a separate item on vendor's invoice unless otherwise specified herein. The District does not accept C.O.D. shipments.

SUBSTITUTIONS: All substitutions, partial deliveries and back orders require notification to, and the consent of, the Buyer whose signature appears on Page 1.

PRICE: If price(s) is shown as NOT TO EXCEED or ESTIMATE, actual price(s) may not exceed the price shown by more than five percent (5%) without the express authorization of the Buyer whose signature appears on Page 1, unless otherwise stated herein.

SPECIAL CHARGES: Vendor shall be responsible for the payment of all charges for handling, shipping, packaging, wrapping, bags, containers, boxing, crating, labeling, customs duties, taxes, storage, insurance, and other related matters unless the District has assumed an express obligation therefore by notation elsewhere herein.

TAXES: The District must pay State Sales Tax. The District is exempt from paying Federal Excise Taxes. A certificate will be furnished upon request.

PRICE WARRANTY: In the event vendor reduces the price(s) for article(s) during the term of this order, vendor agrees to reduce the price(s) hereof correspondingly. Vendor warrants that prices shown on this Purchase Order shall be complete and no additional charges shall be added without express written consent of the Buyer whose signature appears on Page 1. Such additional charges include, but are not limited to, those listed under SPECIAL CHARGES.

INVOICES: Invoices shall be submitted to the Central Contra Costa Sanitary District, Attention: Accounts Payable, 5019 Imhoff Place, Martinez, CA 94553-4392. The Purchase Order Number must appear on all correspondence associated with this order, i.e., invoices, packing slips, shipping containers and letters. Failure to state the Purchase Order Number may delay payment.

DISCOUNT: If the District is entitled to a cash discount, the period of computation thereof will commence on the date of acceptance of correct, undamaged goods or receipt of a correctly completed invoice, whichever is later and NOT the date of the invoice.

PAYMENT: Payment will be made, as stated on the face of this Purchase Order, after receipt of invoice and acceptance of goods and/or services. Payment of invoices shall not constitute acceptance of the goods and/or services and invoices shall be subject to adjustment for defect in quality or failure of Vendor to meet District terms and conditions and contract specifications, if any.

CONFLICT IN TERMS: When the terms of a separate written agreement between vendor and District or the pre-printed terms on the back of this purchase order conflict with the terms on the front of the purchase order, the terms on the front of the purchase order shall prevail. When the pre-printed terms on the back of this purchase order conflict with the terms of a separate written agreement between vendor and District, the terms of this purchase order shall prevail.

WARRANTY: Vendor expressly warrants that all goods and services shall conform to all specifications, drawings and samples. Goods and services shall be of good merchantable quality, free from material defect, of good workmanship and fit for the known purpose for which sold or provided. The cost of returning goods found to be otherwise shall be borne by the vendor.

LIENS, CLAIMS AND ENCUMBRANCES: Vendor warrants and represents that all the goods when delivered hereunder, will be free and clear of all liens, claims, encumbrances and infringements of any patents, trademarks, copyrights or franchise rights.

TERMINATION: The District may terminate this order, or any part hereof, for cause in the event of default by vendor, or if vendor fails to comply with any of the terms and conditions of this purchase order. Late deliveries, deliveries of defective products and/or non-conforming products and failure to provide the District, upon request, of responsible assurance of future performance, shall be sufficient cause allowing the District to terminate this order. In the event of termination for cause, the vendor shall be liable to the District for any and all damages sustained by reason of default that give rise to the termination. Acceptance of part of the order shall not oblige the District to accept later shipments and shall not affect its rights to return goods already accepted.

FORCE MAJEURE: Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any government or any governmental agency, strikes (excepting strikes related to vendor's employees), fires, floods, earthquakes, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning period thereof.

NON-DISCRIMINATION: The California Fair Employment Practices Act (Labor Code Sec. 1410-1433) prohibits discrimination in employment on the basis of race, religion, color, gender, physical handicap, mental condition, marital status, age, national origin or ancestry and is applicable to all employers, employment agencies and labor organizations. Title VII of the Federal Civil Rights Act (42 U.S.C. 2000e-2000e-17) prohibits employment discrimination on the basis of race color, gender, religion or national origin and applies to all employers that employ a minimum of fifteen (15) employees during each working day in each of twenty (20) or more calendar weeks in the current or preceding year. The District is an affirmative action employer and the District requires vendors and contractors to comply with the applicable laws relating to equal opportunity employment.

INSURANCE: Vendor, vendor's employees or persons under contract to vendor in the performance of services on District property, or property under the District's obligation, shall perform work as an independent contractor. Persons doing such work shall not be considered employees of the District. Vendor shall maintain, and require its subcontractors to maintain (1) Public Liability and Property Damage Insurance, including contractual liability, both general and automobile, in amounts set forth in District policy and (2) Workers' Compensation Insurance.

INDEMNIFICATION: Vendor agrees to indemnify, protect, hold harmless and defend, the District and its officers, agents, employees and elective and appointed boards, from any and all claims or liabilities arising from this contract and from any liability imposed for injury, as defined by Government Code Section 810.8, whether arising before or after completion of the work hereunder, or in any manner, directly or indirectly caused, claimed occasioned or contributed to, by reason of any negligent act or omission of the vendor or infringements of any patents, trademarks, copyrights or franchise rights, in connection with or incident to or arising out of the performance of this contract.

DEFAULT: In case of any default by the vendor of any of the conditions of this contract, the vendor agrees that the District may procure the articles or services from other sources and may deduct such costs from the unpaid balance due to the vendor, or collect against the bond or security, or may invoice the vendor for excess costs so paid. Prices paid by the District shall be considered the prevailing market price at the time such purchase is made.

ASSIGNMENT: Assignment by vendor of the contract or any part thereof, or of funds to be received hereunder, will not be binding upon the District unless such assignment has had prior written approval and consent of the District.

WAIVER: Failure on the part of the District to insist on performance of any terms or conditions herein, or to exercise any right or privilege or the District's waiver or any breach hereunder shall not thereafter waive any other terms, conditions or privileges, whether the same or similar type.

JURISDICTION: This agreement shall be administered and interpreted under the laws of the State of California, including but not limited to the Uniform Commercial Code. Jurisdiction of litigation arising from this agreement shall be in that state, County of Contra Costa. If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the agreement shall be in full force and effect.

INSURANCE CHECKLIST

Contractor should carefully review the insurance requirements applicable to this job. This insurance checklist shows all specific coverages required of the Contractor.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Coverages marked "X" are required. **Original, signed certificates and original, separate amendatory endorsements, naming the District as additional insured for liability insurance and automobile insurance as well as a waiver of subrogation for Worker's Compensation Insurance are to be received and reviewed by the District before any work is commenced**

MINIMUM SCOPE OF INSURANCE – the following forms shall be provided and coverage shall be at least as broad as:

1. Workers' Compensation Insurance as required by the State of California
2. Employer's Liability Insurance
3. Original and separate Waiver or Subrogation for Workers' Compensation Insurance
4. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
5. Insurance Services Office Automobile Liability coverage (Form CA 0001, Code 1, Any Auto)
6. Original and separate Additional Insured Endorsements for General and Automobile Liability with primary language

Coverages Required	Limits (Figures denote minimums)
☒ 1. Workers' Compensation	\$1,000,000 or Statutory Limits whichever is greater. In the event the Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self Insurance, Sacramento, California.
☒ 2. Employers' Liability	\$1,000,000, per accident for bodily Injury or disease.
☒ 3. Workers' Compensation Waiver of Subrogation	
☒ 4. General Liability	Includes premises/operations, products and completed operations. \$1,000,000 per occurrence (not "claims made") for Bodily Injury, Personal Injury and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage shall be "occurrence" coverage and coverage. Policy shall also include coverage for liability arising out of the use and operation by the Contractor, its personnel and others, of any District-owned or District-furnished equipment.
☐ 5. Explosion, Collapse, Underground	
☒ 6. Automobile Liability	\$1,000,000 per accident for Bodily Injury & Property Damage, Each Occurrence. Coverage shall be "occurrence" coverage and not "claims made" coverage.
☒ 7. Owned, Hired Non-Owned	\$1,000,000 Bodily Injury & Property Damage, Each Occurrence
☐ 8. Umbrella Liability	\$1,000,000 Bodily Injury, Property Damage & Personal Injury, Each Occurrence
☐ 9. Garage keeper's Liability	\$ Insert Amount Comprehensive \$ Insert Amount Collision
☐ 10. Builder's Risk	100% of the completed value of all work to be performed under the contract, including District furnished materials and equipment.
☐ 11. Other insurance required: Insert Requirement	

INSURANCE CHECKLIST, Page 2

☒ 12. Additional Insured

The District, its officers, appointed and elected officials, agents and employees shall be named as Additional Insured with respect to the liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Coverage can be provided in the form of an original endorsement to the Contractor's insurance or as a separate owner's policy (Form CG 20 10 11 85). The Additional Insured coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by the District; (b) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (c) contain Standard Cross-liability provisions. Such Additional Insured Endorsements maintained by the Contractor and its subcontractors shall not be required to provide coverage for District for the active negligence of District in any case where an agreement to indemnify the additional insured (District) would be invalid under Subdivision (b) of Section 2782 of the California Civil Code. Separate and original amendatory endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the District. **With regard to additional insured requirements, the following specific language shall be utilized:**

"The District is named as additional insured for all liability arising out of the operations by or on behalf the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the contract."

The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies have been issued to each insured. The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss. {This policy does not exclude explosion, collapse, underground excavation hazard or removal of lateral support.} Note: Bracketed item applies when checkbox #5 is checked and must appear on the additional Insured Endorsement for Commercial General Liability Insurance.

☒ 13. Cancellation Clause

Thirty (30) days' cancellation, non-renewal, material change of coverage and/or reduction notice required. Each insurance policy and amendatory endorsement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to the District. Any language in the cancellation clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent. **The following specific language shall be utilized:**

"Coverage by this policy shall not be reduced or cancelled without thirty (30) days written notice given to the District by certified mail, return receipt requested."

☒ 14. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to, and approved by, the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officials, employees, agents and Volunteers; or the Contractor shall procure a financial guarantee satisfactory to the District and in an amount specified by the District, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

☒ 15. A.M. Best's Rating of A:VII or better.

☒ 16. Certificate must state all operations

INSURANCE CHECKLIST, Page 3

VERIFICATION OF COVERAGE

All original certificates and amendatory endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including amendatory endorsements effecting the coverage, at any time. Contractor shall maintain the insurance for the life of the contract. Should Contractor cease to have insurance as required during any time, all work by Contractor pursuant to this agreement shall cease until insurance acceptable to the District is provided. In the event Contractor fails to comply with the District's insurance requirements, the District may take such action as the District deems necessary to protect the District's interest. Such action may include but is not limited to termination of the Contract, withholding of payments, or other actions as the District deems appropriate.

Original insurance certificates and endorsements are to be mailed or delivered to:

*Central Contra Costa Sanitary District
5019 Imhoff Place.
Martinez, CA 94553-4392
Attention: Pam McMillan*

Insurance certificates and amendatory endorsements may be faxed to: 925-825-1437. Original certificates mailed to the address listed above, must follow faxed certificates.

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the types and limits specified in this section. Upon the District's request, Contractor shall furnish copies of certificates and endorsements evidencing coverage for each subcontractor.

Question and Answers for Bid #1102-001 - Equallogic Support Renewal

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Mar 3, 2011 2:00:00 PM PST