



Notice of Request for Bids (RFB)

RFB 09-10-39, Servers

Key Dates and Information Table	
Date of Issue:	January 27, 2010
Material or Service:	1. Combination of Blade and Rack Mounted Servers 2. Operating System Software 3. Maintenance and Support 4. Three 1-year options to renew
Pre-approved Products:	1. DUAL PROCESSOR RACK MOUNTED SERVER: Dell Power Edge R710 2. QUAD PROCESSOR RACK MOUNTED SERVER: Dell Power Edge R900 3. BLADE SERVERS: Dell Power Edge M710
Deadline for: • Written questions/clarifications • Objecting to specifications	Date: February 3, 2010 Time: 5:00 PM Submission of questions or objections must be in writing using the BidSync Question and Answer utility at www.bidsync.com .
Final Addenda for: • Written questions/clarifications • Objecting to specifications	Date: February 4, 2010
Deadline for: • Submission of Request for Approved Equals	Date: February 5, 2010 Time: 5:00 PM Submission of Request for Approved Equal may be submitted via hard document delivered to the Procurement Officer noted below, or may be submitted electronically via e-mail. See Section 5.6 of the RFB.
Final Addenda for: • Submission of Requests for Approved Equals	Date: February 10, 2010
Sealed Bid Due Date and Time:	Date: February 17, 2010 Time: 3:00 PM (Pacific Time)
Bid Submittal Location:	Finance Department/Purchasing Division 200 East Santa Clara Street, 13 th Floor San Jose, CA 95113
Public Opening of Bids:	Immediately after bid due date and time at the same location.
Procurement Officer: Address: Telephone Number: Fax: E-mail address	Gordon V. Johnson City of San Jose 200 E. Santa Clara St, 13th Floor San Jose, CA 95113 Attn: Gordon Johnson 408-535-7049 408-292-6480 gordon.johnson@sanjoseca.gov

1 GENERAL INFORMATION

1.1 This bid package contains all of the information and documents necessary to prepare and submit a responsive bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

1.2 The City, in its sole discretion, may reject any or all bids received, including separately bid items where a partial bid award is possible under the terms of this RFB.

2 SCOPE

2.1 The City of San Jose (City) is seeking bids from qualified vendors to provide servers, operating system software, maintenance and support in accordance with Attachment 1, Specifications and Requirements. The estimated annual requirement is stated in Attachment 2, Bid Pricing Form.

2.2 The City reserves the option to renew the resulting Purchase Order for 3 additional terms of 1 year, for a total of 4 years, at the price(s) bid herein.

3 MINIMUM QUALIFICATIONS

3.1 Manufacturer of server product line must have been in business manufacturing servers for sale to commercial users, for at least 5 consecutive years: 2004 through October 1, 2009.

3.2 Server product line (not necessarily the exact model being bid) must have been in existence and available for sale to the public since the year 2008 (does not need to be the entire year).

3.3 Bidder must provide three (3) previous customer references as a part of the Bid package using Attachment 5, Previous Customer Reference form.

4 HOW TO OBTAIN THIS RFB

4.1 This RFB may be downloaded from the BidSync e-Procurement system located at www.bidsync.com. Suppliers may also navigate to the City of San Jose Bid-Line Web site at www.sanjoseca.gov/purchasing/default.asp. At either Web site, follow the links to register for the on line service. You may register for free either on-line or by calling BidSync Vendor Support at **1-800-990-9339**, telling the support representative that you are registering for City of San José procurements.

4.2 All addenda and notices related to this procurement will be posted by the City on BidSync. In the event that this RFB is obtained through any means other than BidSync, the City will not be responsible for the completeness, accuracy, or timeliness of the final RFB document.

5 **COMPLETE RFB**

This document describes the Products or Services required by the City, The RFB process and RFB provisions. In addition, the following attachments, exhibits and/or appendices are included:

5.1 **ATTACHMENTS**

The following Attachments are included in this bid package. Bidders are responsible for ensuring that they possess all of the documents identified below. If a document identified below is missing, contact the Procurement Officer identified on the cover page of this document.

Attachment Number	Title
1	Specifications and Requirements
2	Bid Pricing Form
3	Bid Certification
4	Local/Small Business Enterprise Preference Request
5	Previous Customer Reference form
6	Purchase Order Terms and Conditions
7	Insurance Requirements
8	Request for Approved Equal
9	EPEAT Baseline Requirements Worksheet

5.2 **PREPARATION OF BID**

5.2.1 All bids shall be on the forms provided in this Request for Bid (RFB) package. It is permissible to copy these forms, if required.

5.2.2 Bidders are to submit 1 original and 1 copy of their bid, all clearly marked as such, in a sealed envelope or package. An electronic copy of the complete bid in .PDF format shall also be provided on a CD, DVD or "Memory Stick". Faxed or e-mailed submissions are not acceptable.

5.2.3 The outside of the box or package and the cover or title page of each bid shall be marked as follows:

RFB 09-10-39, SERVERS

5.2.4 The bidder's name and address shall appear on the outside of the envelope or shipping container.

5.2.5 The authorized person signing the bid shall initial erasures, interlineations, or other modifications in the bid in original ink.

5.2.6 In case of an error in the extension of prices in the bid, unit price shall govern. In the event of a calculation or math error on the Bid Pricing Form (Attachment 2), the non-calculated values shall govern and the City will re-calculate a corrected total. For example, if a subtotal is incorrect because of an addition error, the numbers making up the subtotal shall prevail and the City will re-calculate and correct the subtotal.

5.2.7 No bid shall be altered, amended, or withdrawn after the specified bid due time and date.

5.2.8 Periods of time, stated as a number of days, shall be in calendar days (not working days).

5.2.9 It is the responsibility of all bidders to examine the entire RFB package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after bid due time and date.

5.2.10 No plea of ignorance of conditions that exist, or that may exist hereafter, or of conditions or difficulties encountered in execution of work under this contract will be accepted as an excuse for failure of, or omission on the part of contractors to fulfill in every detail all of the requirements of contract, nor will they be accepted as basis for any claims whatsoever for extra compensation.

5.2.11 All costs associated with responding to this bid shall be at the bidder's sole expense. The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

5.2.12 Submission of additional or conflicting terms, conditions or agreements with this bid document will result in the determination that the bid is non-responsive.

5.2.13 The Bid documents are complementary, and what is called for by any one of the documents shall be as binding as if called for by all.

5.3 REQUIRED BID SUBMISSION DOCUMENTS

Document to Submit	Attachment #	When to Submit	Comments
Bid Pricing Form	2	With Bid	
Bid Certification	3	With Bid	
Request for Local/Small Business Preference	4	With Bid	If applicable
Previous Customer Reference Form	5	With Bid	3 Required
EPEAT Baseline Requirements Worksheet	9	With Bid	
Server Manufacturer and Product Line History Information	Bidder Provided	With Bid	See Section 3.1 and 3.2

5.4 OBJECTIONS

Any objections as to the structure, content or distribution of this RFB must be submitted in writing to the purchasing contact identified on the Key Dates and Information Table prior to the submission deadline for Questions and Answers. Objections must be as specific as possible, and identify the RFB section number and title, as well as a description and rationale for the objection.

5.5 INQUIRIES

Any questions related to an RFB shall be directed to the Procurement Officer identified on the Cover Page by the deadline specified. The bidder shall not contact or ask questions of any other City employee or person involved with the development of the specifications or any other information related to the RFB. All questions are to be submitted in writing through the BidSync Question and Answer utility. Oral interpretations or clarifications will be without legal effect. All responses to questions will be in writing in the form of an addendum.

5.6 SUBMITTAL OF REQUEST FOR APPROVED EQUALS

5.6.1 The specified products, as listed in Attachment 1, Specifications and Requirements, of this bid document have been determined to meet the requirements of the City. All products not listed as “specified products” in this document must be submitted for approved equals, regardless of whether the manufacturer has been pre-approved.

5.6.2 Bidders wishing to submit request for “approved equals” products must complete and submit Attachment 8, Request for Approved Equal by the deadline indicated on the Key Dates and Information Table in this document. Supporting documentation must be included that demonstrates compliance with the specifications as listed in Attachment 1 to this document.

5.6.3 When an “or equal” is offered, the City may test and evaluate the product prior to award of the contract. At Bidder’s expense, this full evaluation may require independent testing, including destructive testing, at qualified test facilities.

5.6.4 Instructions for requesting approved equals as listed in Attachment 8 must be followed explicitly. Each and every product specification as listed in Attachment 1 must be identified with bidder acknowledging that the product meets or exceeds these specifications. Each product specification must be cross-referenced to the supporting documentation demonstrating that the product meets that specification. Supporting documentation such as data sheets, manufacturers’ specifications, etc. must be provided and cross-referenced back to the specification.

5.6.5 Three references must be provided using Attachment 5, demonstrating that the requested product or product line is deployed in an environment similar to that of the City. Any specification that cannot be demonstrated or verified to the satisfaction of the City shall result in the rejection of the request.

5.6.6 Documentation submitted in support of a request for an approved equal shall be submitted with the bid package to meet the requirements of Section 5.3.

5.6.7 The City, in its sole discretion, will accept or reject all requests for approved equals. Bidders will be notified in the form of an addendum by the date listed in the Key Dates and Information Table.

5.7 AMENDMENT OF BID

The bidder shall acknowledge receipt of any RFB addenda by completing paragraph 5 in the Bid Certification (Attachment 3). Failure to acknowledge receipt of addenda by completing this form may result in a determination that the bid is incomplete.

5.8 WITHDRAWAL OF BID

At any time prior to a specified RFB due time and date, a bidder (or designated representative) may withdraw the bid.

5.9 BID OPENING

All bids received by the closing date and time will be opened in public beginning immediately after the designated time. Bids will be made public and available for review from that time forward.

5.10 LATE BIDS

Late bids shall be rejected and returned to the bidder unopened. **This deadline is absolute and bids received after the due date and time shall not be considered.** Bidders must select a method of delivery that ensures bids will be delivered to the correct location by the due date and time.

5.11 EVALUATION OF BIDS

The City will evaluate bid submittals according to the following general criteria:

5.11.1 Responsibility: The bidder must be a person, firm, or corporation that has the capability to perform all of the requirements herein and who is a manufacturer, or who is representing manufacturers that have an operating manufacturing plant adequate to assure delivery of all product within the time specified under this Contract; has adequate engineering and service personnel to satisfy any engineering or service problems that may arise during the warranty period; and has the necessary facilities and financial resources to complete the contract within the required time.

5.11.2 Responsiveness: Bids will be examined to ensure that the bidder has submitted both the required documentation and is responsive to the technical specifications.

5.11.3 Bid Sheets Preparation/Instructions for Bidders: Bidders must submit bid pricing using Attachment 2, Bid Pricing Form. "Unit Price" is the bid price for each item. "Extended Price" is the extension of the estimated quantities multiplied by the "Unit Price." Each line item extended price is to be entered in the space provide. Bidders are cautioned to check bid price entries for correctness of unit prices, extended prices, and total prices.

5.12 DETERMINATION OF LOW BID

5.12.1 The award will be made for each server type (base bid), and its corresponding add alternates as a lot. As a result, it is possible that 3 awards can be made. One award for the Dual Processor Rack Mount Servers, one award for the Quad Processor Rack Mount Servers and one award for the Blade Servers.

5.12.2 Pricing for add alternate items is required, and will be considered in the determination of the low bid for each of the three identified servers.

5.12.3 Local/Small Business preference and acceptable cash discounts will be applied to the bid prices to determine the apparent low bidder.

5.13 REFERENCES

5.13.1 Bidders are to include three (3) previous customer references that demonstrate the bidder's ability to provide the products and/or services required by this RFB.

5.13.2 References are to be submitted on Attachment 5, Previous Customer Reference Sheet. Only 1 copy of the form is provided in the RFB package. Bidders are required to copy the form as needed to meet the reference submission requirements.

5.13.3 References are to be submitted as a part of the bid package. Failure to provide required references will result in the bid being determined to be non-responsive, and will be removed from further consideration.

5.14 PROTESTS

5.14.1 If an unsuccessful Bidder wishes to protest the award recommendation, the unsuccessful bidder must submit the protest in writing to the Purchasing Officer no later than ten calendar days after announcement of the apparent successful Bidder. Protest must detail the grounds, factual basis and provide all supporting information. Protests will not be considered for disputes of bid specifications, which must be addressed in accordance with Section 5.4.

5.14.2 The address for submitting protests is:

City of San Jose
200 East Santa Clara Street, 13th Floor
San Jose, CA 95113
Attn: Purchasing Officer

5.15 GROUNDS FOR DISQUALIFICATION

5.15.1 All Bidders are expected to have read and understood Council Policy 0-35 on Procurement and Contract Process Integrity and Conflict of Interest adopted on February 6, 2007. A complete copy of the policy can be found at: <http://www.csj.gov/clerk/> (Select Council Policy Manual in navigation bar on left side). Any proposer who violates the Policy will be subject to disqualification. Generally, the grounds for disqualification include:

5.15.1.1 Contact regarding this procurement with any City official or employee or Evaluation team other than the Procurement Contact from the time of issuance of this solicitation until the end of the protest period.

5.15.1.2 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.

5.15.1.3 Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.

5.15.1.4 Evidence of submitting incorrect information in the response to a solicitation or misrepresent or fail to disclose material facts during the evaluation process.

5.15.2 In addition to violations of the Process Integrity Guidelines, the following conduct may also result in disqualification:

5.15.2.1 Offering gifts or souvenirs, even of minimal value, to City officers or employees.

5.15.2.2 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.

5.15.2.3 Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal.

5.15.2.4 Proposer's default under any City agreement, resulting in termination of such Agreement

5.16 TERMS AND CONDITIONS

Attachment 6 titled "Terms and Conditions" outlines the City's standard terms and conditions as part of the agreement between the City and successful bidder. Questions regarding these terms should be submitted by the final date to submit questions listed under "Key Dates and Information" table in this document.

5.17 WAIVER OF BID DEFECTS

Notwithstanding any other provision of the RFB, the City shall have the right to waive any informalities or minor irregularities in bids or bidding.

5.18 PUBLIC RECORD

All bids opened in response to this invitation shall become the property of the City and shall become a matter of public record available for review.

5.19 PAYMENT TERMS

5.19.1 Payment terms are thirty calendar days after acceptance of materials or services and a correct invoice.

5.19.2 Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment is mailed. Payment discounts of twenty-one days shall be deducted from the bid price in determining the low bid. However, the City shall be entitled to take advantage of any payment discount offered by vendor provided payment is made within the offered discount period.

5.20 PRICING

5.20.1 Pricing shall be based on list price less a percentage discount and shall be firm fixed for the first year of this agreement. During this period the price may not change.

5.20.2 Recognizing that pricing tends to decrease over time for technology products, pricing will be re-evaluated at six months intervals. Any decreases in pricing shall be based on decreased List Price, less the same percentage discount provided on Bid Pricing Form.

5.20.3 Pricing for add alternate items are to be the incremental price if the server is ordered with these items (not the price of the item if it were purchased by itself).

5.21 TAXES

5.21.1 Do not include California retail sales tax in your bid price. All such taxes will be calculated and included on the Purchase Order.

5.21.2 The City of San Jose is exempt from federal excise tax, including federal transportation tax. The City will provide an exemption certificate as appropriate.

5.21.3 Vendors conducting business in the City of San Jose or using their own trucks to deliver merchandise must pay a City of San Jose Business Tax (Business License).

5.22 LOCAL AND SMALL BUSINESS ENTERPRISE

Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise or Small Business Enterprise and whether price has been chosen as the determinative factor in the selection of the vendor. In order for the proposer to be eligible for local and/or small business preference, the proposer must complete Attachment 4, Request for Contracting Preference for Local and Small Businesses. If the proposer fails to complete this form and submit it with the proposal, the proposer will be denied consideration for local/small business preference. This information cannot be submitted later.

5.23 INSURANCE

5.23.1 Contractors are required to maintain the insurance coverage as specified in Attachment 7.

5.23.2 Contractor is required to submit a "Certificate of Insurance" in accordance with the requirements outlined in Attachment 7 within 10 days from the final date in the protest period as identified in Section 5.1.4. Failure to do so may result in withdrawal of the award and award to the next lowest bidder.

6 DEFINITIONS

Term	Definition
City	City of San Jose
Contractor	Dealership and/or vendor and their representatives providing

Term	Definition
Vendor Supplier	equipment, furnishings and related interior items, and installation services for the project.
Approved equals	Any manufacturer or product line that has been submitted for consideration as being functionally and technically "equivalent" to specified products. In order to submit a responsive bid, all such requests must be pre-approved by the City.
Bidder	Any person or company submitting a bid in response to this RFB document.
Responsive Bidder	Any person or company who has submitted a bid which conforms in all material respects to the Invitation for Bids.
Responsible Bidder	"Responsible" means a Bidder's quality, fitness and capacity to perform the particular requirements of the proposed work.
Add Alternate	Add-Alternate items are options that must be priced where indicated on the Pricing Bid form (Attachment 2), and will be included in the low bid determination.
Shall	When the word "shall" is used with respect to a requirement, bidders may not take an exception.

7 LOCATION AND DELIVERY

7.1 The Contractor agrees to make deliveries to City location(s) only upon receipt of a duly signed and approved purchase order/release issued by the City. Delivery made without such documentation shall be at the contractor's risk.

7.2 The Contractor will be responsible for all costs associated with shipping, and delivery. All items delivered shall be Free On Board (F.O.B.) Destination, full freight prepaid except for special or expedited orders. In the event of special or expedited orders where incremental transportation or shipping fees are incurred by Bidder, those incremental freight charges shall be added as a separate line item to the invoice submitted.

7.3 The successful Bidder shall authorize immediate replacement of any item that has been damaged in transit.

8 OTHER PUBLIC AGENCY PURCHASES

8.1 It is intended that any other public agency be permitted to purchase under the terms submitted in response to this procurement. Any participating public agency shall accept sole responsibility for the placing of orders, arranging for delivery and/or services, and making payments to the Contractor. The City of San Jose will not be liable or responsible for any obligations, including but not limited to financial responsibility, in connection with participation by other public agencies.

8.2 If other agencies participate, the Vendor shall furnish the City of San Jose an annual report showing the name of the agencies, contact person, and phone number for each agency, and details of items supplied, including quantities. This report shall be furnished to the City on the anniversary date of the commencement of the contract.

9 ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

9.1 The City has adopted an “Environmentally Preferable Procurement” (EPP) policy. The goal is to encourage the procurement of products and services that help to minimize the environmental impact resulting from the use and disposal of these products. These products include, but are not limited to, those that contain recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed.

9.2 Bidders are required to submit Attachment 9, EPEAT Baseline Requirements Worksheet with their bid package. Additional information can be found at: www.epeat.net

ATTACHMENT 1 SPECIFICATIONS AND REQUIREMENTS

1. SPECIFICATIONS

1.1 GENERAL

1.1.1 All specifications as listed in this section must be met or exceeded.

1.1.2 Manufacturer of server product line must have been in business, manufacturing servers for sale to commercial users, for at least five consecutive years; 2004 through 2009.

1.1.3 Server product line (not necessarily the exact model being bid) must have been in existence and available for sale to the public since the year 2008 (does not need to be the entire year).

1.1.4 Suppliers recommended for award will be required to give an on-site presentation at City Hall, 200 E. Santa Clara Street, San Jose, CA 95113, 11th Floor. The purpose of this presentation is to introduce City technical staff to the new server line and provide a roadmap of the proposed server model showing expected timing of new product introduction and old product discontinuance over the next 12-18 months.

1.1.5 Server model bid must be capable of meeting base specifications and all optional specifications.

1.1.6 In the event the specified model is discontinued during the contract period, the next generation model shall be substituted and shall be subject to the following:

1.1.6.1 The manufacturer must be the same.

1.1.6.2 The new model must be the next version or the replacement model for the model purchased.

1.1.6.3 All specifications as listed in this document must be met or exceeded.

1.1.6.4 Pricing shall not exceed bid prices.

1.1.7 Three types of servers are included in this bid. A separate award will be made for each server type:

1.1.7.1 Dual Processor (2-Socket) rack-mounted servers (dual physical processors).

- Server must be 2U.

1.1.7.2 Quad Processor (4-Socket) rack-mounted servers (quad physical processors).

- Server must not exceed 5U.

1.1.7.3 Blade servers—dual physical processors.

1.2 OPERATING SYSTEM

1.2.1 Microsoft Windows Standard Server 2003 or 2008 operating system (OS).

1.2.2 The OS must be included in the bid price.

1.2.3 The City of San Jose will be responsible for installation and configuration.

1.2.4 All proposed hardware must be on Microsoft's Windows Enterprise Server 2003/2008 Operating System Hardware Compatibility List.

1.2.5 Processor Subsystems

1.2.5.1 Onboard Chipsets for Blade servers and Dual Processor servers must be Intel 5500 Series (Nehalem) and meet the following minimum requirements:

- Quad-Core processors (upgradable to a simultaneous multi-threading (SMT) configuration).
- Processor Clock Speed (Hz)—2.66GHz minimum.
- System Bus Speed (Hz)—use Intel QuickPath Technology.
- Level 2 Cache (Bytes)—8MB minimum.
- Intel Hyper-Threading Technology supported.

1.2.5.2 Onboard Chipsets for Quad Processor servers must be Intel 7300 series or comparable and meet the following minimum requirements:

- Quad-Core processors.
- Processor Clock Speed (Hz)—2.66GHz minimum.
- System Bus Speed (Hz)—1066MHz minimum.
- Level 2 Cache (Bytes)—8MB minimum.

1.2.6 Memory Subsystems

1.2.6.1 Minimum of 4GB DDR SDRAM.

1.2.6.2 Must be upgradable to at least 96GB DDR SDRAM.

1.2.7 Virtualization

1.2.7.1 Servers must be compatible with VMware version 3.5 and above.

1.3 QUANTITIES

1.3.1 The annual quantity is estimated to be 20 dual-processor servers, 20 blade servers, and 5 quad-processor servers. However, this bid is not for a fixed quantity, but rather to fulfill the City's server requirements on an as needed basis.

1.3.2 The estimated quantities provided by the City are not guaranteed. These quantities are listed for information purposes only. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Bidder to an adjustment in the unit price or to any additional compensation.

1.4 APPROVED EQUALS HARDWARE (DUAL-PROCESSOR RACK-MOUNTED SERVERS)

1.4.1 Dell PowerEdge R710

1.5 APPROVED EQUALS HARDWARE (QUAD-PROCESSOR RACK-MOUNTED SERVERS)

1.5.1 Dell PowerEdge R900

1.6 APPROVED EQUALS HARDWARE (BLADE SERVERS)

1.6.1 Dell PowerEdge M710

1.7 DATA STORAGE SUBSYSTEMS, INTERNAL (DUAL-PROCESSOR SERVERS)

1.7.1 Minimum of three hard drives.

1.7.2 Each hard drive must be SAS (Serial Attached SCSI), minimum 300GB, 15K RPM.

1.7.3 Hard drives may be 2.5" or 3.5".

1.7.4 Hardware RAID (either on-board or with add-in RAID controller card) supporting RAID 0, 1, 5, and 10.

1.7.5 Space for six internal drives.

1.7.6 All drives must be hot-pluggable.

1.7.7 CD-ROM/DVD ROM

1.7.8 Must support connectivity to HP EVA 8100 SAN.

1.7.9 Three (3) Peripheral Component Interconnect (PCI) slots available.

1.8 DATA STORAGE SUBSYSTEMS, INTERNAL (QUAD-PROCESSOR SERVERS)

1.8.1 Minimum of three hard drives.

1.8.2 Each hard drive must be SAS (Serial Attached SCSI), minimum 300GB, 15K RPM.

1.8.3 Hard drives may be 2.5" or 3.5".

1.8.4 Hardware RAID (either on-board or with add-in RAID controller card) supporting RAID 0, 1, 5, and 10.

1.8.5 Space for at least five internal drives.

1.8.6 All drives are hot-pluggable.

1.8.7 CD-ROM/DVD ROM

1.8.8 Must support connectivity to HP EVA 8100 SAN.

1.8.9 Three (3) Peripheral Component Interconnect (PCI) slots available.

1.9 DATA STORAGE SUBSYSTEMS, INTERNAL (BLADE SERVERS)

1.9.1 Minimum of three internal hard drives.

1.9.2 All hard drives must be SAS (Serial Attached SCSI), minimum 72GB, 15K RPM.

1.9.3 Hard drives may be 2.5" or 3.5".

1.9.4 Hardware RAID (either on-board or with add-in RAID controller card) supporting RAID 0, 1, 5, and 10.

1.9.5 All drives are hot pluggable.

1.9.6 Must support connectivity to HP EVA 8100. Any hardware required for this connectivity (with the exception of fiber channel HBAs in Add Alternates section 4) must be included in the bid price.

1.10 BLADE SERVER CHASSIS

1.10.1 Blade chassis must be included in the bid (see Options).

1.10.2 Blade chassis must be able to contain at least 10 blades.

1.10.3 Dual Ethernet ports must be available for each blade server in chassis.

1.10.4 Redundant, hot-swappable power supplies.

1.10.5 Redundant, hot-swappable cooling fans.

1.10.6 Chassis must provide connectivity to fiber channel switches on HP EVA 8100 SAN.

1.10.7 Any additional equipment, such as Infiniband to FC switches, if required for SAN connectivity, must be included in bid price for Chassis.

1.10.8 Remote management for blades and I/O modules.

1.11 EXTERNAL PORTS (DUAL-PROCESSOR AND QUAD-PROCESSOR SERVERS)

1.11.1 USB and KVM ports must be on front and back of the server.

1.12 EXTERNAL PORTS (BLADE SERVERS)

1.12.1 Out-of-band management with built-in KVM included in blade enclosure.

1.13 HIGH-AVAILABILITY FEATURES

1.13.1 Hot-pluggable, redundant power supplies.

1.13.2 Error correction code memory.

1.13.3 Redundant cooling fans.

1.13.4 Servers must support Microsoft Windows 2003/2008 clustering and/or network load balancing.

1.14 NETWORK INTERFACE

1.14.1 Minimum of two NICs, supporting IEEE standards-based 1000BaseT TCP/IP network connectivity and IEEE 802.3ad, Dynamic Link Aggregation.

1.15 REMOTE MANAGEMENT

1.15.1 Servers must support remote management add-on, equivalent to exceeding Dell DRAC 4 PCI-X card.

1.16 RACK MOUNTABLE

1.16.1 Dual-processor and quad-processor servers, and the blade enclosure chassis for blade servers, must support Chatsworth MegaFrame 35" deep cabinet system, Cabinet Part Number M1053-742 (www.chatsworth.com).

2 MAINTENANCE AND SUPPORT SPECIFICATONS

2.1 Three years (from the date of receipt) of maintenance and support is required that meets or exceeds the following minimum requirements:

2.1.1 Next Business Day Response, Parts + Onsite Labor.

2.1.2 Direct City of San Jose staff-to-this vendor's engineer contact through a designated 24/7/365 toll-free number, which is staffed by this vendor's senior level engineer, who troubleshoot and repair network operating systems, hardware, servers, storage, tape libraries, and back office application incidents.

2.1.3 Provide a technical support team that is comprised of highly qualified and experienced professionals who are responsible for escalation management, change notification, and reporting.

2.1.4 If a problem is determined to be a third-party vendor issue, a technician from this vendor's technical support staff will contact the third-party hardware/software vendor to provide details on the incident and help provide support to rectify the problem and will remain available for support until there is a resolution. For incidents of the highest severity and priority, this vendor's technician will stay fully engaged and the incident remains open until City of San Jose staff acknowledges that the incident is resolved. This vendor's engineer will then follow up with the third-party vendor to create a Post Incident Report, if requested.

2.1.5 Provide toll-free 24x7 technical phone support for all hardware/software purchased with the system.

2.1.6 A manufacture-trained technician will be dispatched, if necessary, following phone-based troubleshooting.

2.1.7 24x7 telephone support for hardware/software that is purchased with the system.

2.1.8 Operating systems and server management software updates are supported for the life of the product.

2.1.9 24x7 online access to technical information and software patches.

2.2 BIDDER RESPONSIBILITIES

2.2.1 Bidder, if other than the manufacturer, will be responsible for coordinating maintenance and support between the City and the manufacturer and/or the manufacturer's maintenance and support provider.

2.2.2 Bidder, if other than the manufacturer, is required to submit 2 references that demonstrate a minimum of 2 years experience in providing coordination services for server maintenance and support services (Attachment 6)

3 ENVIRONMENTAL CONSIDERATIONS

3.1 In accordance with recent U.S. Environmental Protection Agency (EPA) direction towards purchasing products that are registered on the Electronic Product Environmental Assessment Tool (EPEAT), Bidders must complete Attachment 9, EPEAT Baseline Requirements Worksheets and submit with bid. This environmental information is for informational purposes only and will not be evaluated as part of low bid award.

3.2 More information on EPEAT can be found at www.epeat.net.

4 ADD ALTERNATES (DUAL-PROCESSOR SERVERS)

4.1 Substitute Microsoft Windows "Enterprise" Server 2003 Operating System for "Standard" (Section 1.2.1).

4.2 Fiber channel HBA for connectivity to HP EVA 8100 SAN, 4Gb minimum transfer rate.

4.3 Additional SAS disks matching specifications in Sections 1.7.2-1.7.3.

4.4 Substitute Hot Swappable 50GB SSD Drives for 300GB SAS drives.

4.5 Substitute Hot Swappable 100GB SSD Drives for 300GB SAS drives.

4.6 Server with 36GB DDR SDRAM.

4.7 Server with 72GB DDR SDRAM.

4.8 Server with SAS connector (can be onboard or add-in card) for external storage.

4.9 Substitute SAS disks in Sections 1.7.2-1.7.3 with 100GB SSD drives.

4.10 Substitute "Same Day, 4 Hr Response, Parts + Onsite Labor (7 days x 24 hours x 365 days/year)" for "Next Business Day Response" in section 2.1.1.

5 ADD ALTERNATES (QUAD-PROCESSOR SERVERS)

5.1 Substitute Microsoft Windows "Enterprise" Server 2003 Operating System for "Standard" (Section 1.2.1).

5.2 Fiber channel HBA for connectivity to HP EVA 8100 SAN, 4Gb minimum transfer rate.

5.3 Additional SAS disks matching specifications in Sections 1.7.2-1.7.3.

5.4 Server with 36GB DDR SDRAM.

5.5 Server with 72GB DDR SDRAM.

5.6 Server with SAS connector (can be onboard or add-in card) for external storage.

5.7 Substitute SAS disks in Sections 1.7.2-1.7.3 with 100GB SSD drives.

5.8 Substitute “Same Day, 4 Hr Response, Parts + Onsite Labor (7 days x 24 hours x 365 days/year)” for “Next Business Day Response” in section 2.1.1.

6 ADD ALTERNATES (BLADE SERVERS)

6.1 Substitute Microsoft Windows “Enterprise” Server 2003 Operating System for “Standard” (Section 1.2.1).

6.2 Substitute Hot Swappable 50GB SSD Drives for 72GB SAS drives.

6.3 Substitute Hot Swappable 100GB SSD Drives for 72GB SAS drives.

6.4 Server with 36GB DDR SDRAM.

6.5 Server with 72GB DDR SDRAM.

6.6 Substitute “Same Day, 4 Hr Response, Parts + Onsite Labor (7 days x 24 hours x 365 days/year)” for “Next Business Day Response” in section 2.1.1.

7 OPTIONS

7.1 DATA STORAGE AND RAID CONTROLLER (EXTERNAL).

7.1.1 Serial Attached SCSI (SAS) Disk Array with the following minimum requirements:

7.1.1.1 At least 14 drive bays and hard drives.

7.1.1.2 All disks at least 300GB, 15K SAS.

7.1.1.3 Minimum, two (2) SAS host interfaces.

7.1.1.4 Supports two (2) or more node direct connect clusters.

7.1.1.5 Supports storage sharing of two (2) or more direct connected hosts.

7.1.1.6 Hot pluggable, redundant power supplies.

7.1.1.7 Redundant cooling fans.

7.1.1.8 Rack mountable—see rack specs for more information.

7.1.1.9 At least 320MB/s bandwidth.

7.1.1.10 Management software to create and manage RAID sets and manage disk array status.

7.1.1.11 Supports RAID 0, 1, 5, and 10.

7.1.2 Serial Attached SCSI (SAS) RAID Controller with the following minimum requirements:

7.1.2.1 Minimum of two SAS host interfaces.

7.1.2.2 Supports RAID 0, 1, 5, and 10.

7.2 BLADE SERVER CHASSIS

7.2.1 Blade Chassis must meet the following requirements:

7.2.1.1 Chassis must have room for at least 10 blade servers.

7.2.1.2 Chassis must be rack mountable—see rack specs for more information.

7.2.1.3 Chassis must provide at least two Ethernet ports for each blade.

7.2.1.4 Hot-pluggable, redundant cooling fans.

7.2.1.5 Chassis must provide connectivity to fiber channel switches on HP EVA 8100 SAN.

7.2.1.6 Any additional equipment, such as Infiniband to FC switches, if required for SAN connectivity, must be included in bid price for Chassis.

7.2.1.7 Remote management for blades and I/O modules.

7.3 ADDITIONAL SAS HARD DRIVE FOR BLADE SERVERS.

7.3.1 The Additional Hard drives must meet specifications listed in section 1.9.

7.4 ADDITIONAL 50GB SSD HARD DRIVE FOR BLADE SERVERS.

7.5 ADDITIONAL 100GB SSD HARD DRIVE FOR BLADE SERVERS.

ATTACHMENT 2 Bid Pricing Form

INSTRUCTIONS:

1. No Bid will be accepted unless the Server make/model has been listed in Attachment 1, or has been pre-approved by the City through the "Approved Equal" process in RFB Section 5.6.
2. There are 3 parts to the bid form. Part 1 is for the Dual Processor Rack Mount Servers , Part 2 is for the Quad Processor Rack Mount Servers and Part 3 is for Blade Servers. Bidders may bid on Part 1 or Part 2 or Part 3, or all 3 parts.
3. Bidders must provide pricing for each base bid server and its related Add Alternates to be considered responsive. Failure to provide the required pricing will result in the bid being determined to be non-responsive.
4. Do not add Sales Tax to the prices bid. The City will work with the low bidder to determine the appropriate sales tax application. Sales tax will be added to the Purchase Order.
5. The low price determination shall be the amount as indicated in Row identified as **"Total Base Bid with Add Alternates"** for each server category in Part 1, Part 2 and Part 3 of the Bid Pricing Form.
6. Consideration for local and small business preference and acceptable cash discounts will be applied to the base bid to determine the apparent low bidder.
7. Only prices that appear on Bid Pricing Form provided in the RFB will be considered. No other pages with prices, no attached price lists (except those requested) and no catalogue prices will be considered.
8. Prices shall remain firm for initial six month period. Thereafter, periodic review and adjustment will be done every six months.
9. Pricing for add alternates are to be the incremental prices.
10. Where the term "Section" appears, it refers to the corresponding section of Attachment 1, Specifications and Requirements.

**BID PRICING FORM
PART 1**

Bidding Company Name: _____

	PART 1, BASE BID, DUAL PROCESSOR SERVER	ESTIMATED QUANTITY	LIST PRICE	LESS % DISCOUNT	UNIT PRICE	EXTENDED PRICE
1	2 Socket Rack Mount Servers (Section 1)	20 EA	\$	%	\$	\$
2	3-yr Server Maintenance/Support (Section 2)	20 EA	\$	%	\$	\$
PART 1, ADD ALTERNATES, DUAL PROCESSOR SERVER						
3	Add Alternate 1: Substitute "Enterprise" OS (Section 1.2.1)	5 EA	\$	%	\$	\$
4	Add Alternate 2: Fiber Channel HBA for connectivity to HP EVA 8100 SAN, 4 Gb minimum transfer rate	5 EA	\$	%	\$	\$
5	Add Alternate 3: Additional SAS drive meeting requirements of Section 1.7.2 and 1.7.3	5 EA	\$	%	\$	\$
6	Add Alternate 4: Substitute Hot Swappable 50 GB SSD Drives for 300 GB SAS Drive.	5 EA	\$	%	\$	\$
7	Add Alternate 5: Substitute Hot Swappable 100 GB SSD Drives for 300 GB SAS Drive.	5 EA	\$	%	\$	\$
8	Add Alternate 6: Server with 36 GB DDR SDRAM	5 EA	\$	%	\$	\$
9	Add Alternate 7: Server with 72 GB DDR SDRAM	5 EA	\$	%	\$	\$
10	Add Alternate 8: Server with SAS Connector (On Board or Add-in Card) for extended storage.	5 EA	\$	%	\$	\$
11	Add Alternate 9: Substitute SAS Drive in Section 1.7.2 and 1.7.3 with 100GB SSD Drives	5 EA	\$	%	\$	\$
12	Add Alternate 10: Substitute "Same Day, 4 Hr Response, Parts and On Site Labor for Next Business Day Response (Section 2.1.1)	5 EA	\$	%	\$	\$
13	Prompt Payment Discount for Payment in 21 days.					% <\$ >
14	Total Base Bid with Add Alternates (rows 1-13)					\$

The total sum in Row 14 indicated in words: _____ Dollars, and _____ cents.

**BID PRICING FORM
PART 1
OPTIONS**

	PART 1, OPTIONS, DUAL PROCESSOR SERVER	ESTIMATED QUANTITY	LIST PRICE	LESS % DISCOUNT	UNIT PRICE	EXTENDED PRICE
1	Data Storage and Raid Controller (External), Section 7.1	4 EA	\$	%	\$	\$
2	3-yr Maintenance/Support (Section 2)	4 EA	\$	%	\$	

**BID PRICING FORM
PART 1
2-SOCKET SERVER INFORMATION**

DESCRIPTION	MANUFACTURER	MODEL OR PRODUCT LINE
Dual Processor Server bid in Part 1, Row 1		
Add Alternate 1 in Row 3		
Add Alternate 2 in Row 4		
Add Alternate 3 in Row 5		
Add Alternate 4 in Row 6		
Add Alternate 5 in Row 7		
Add Alternate 6 in Row 8		
Add Alternate 7 in Row 9		
Add Alternate 8 in Row 10		
Add Alternate 9 in Row 11		
Add Alternate 10 in Row 12		
Option 1		
Option 2		

**BID PRICING FORM
PART 2**

Bidding Company Name: _____

	PART 2, BASE BID, QUAD PROCESSOR SERVER	ESTIMATED QUANTITY	LIST PRICE	LESS % DISCOUNT	UNIT PRICE	EXTENDED PRICE	
1	Quad Processor Rack Mount Servers (Section 1)	5 EA	\$	%	\$	\$	
2	3-yr Server Maintenance/Support (Section 2)	5 EA	\$	%	\$	\$	
	PART 2, ADD ALTERNATES, QUAD PROCESSOR SERVER						
3	Add Alternate 1: Substitute “Enterprise” OS (Section 1.2.1)	1 EA	\$	%	\$	\$	
4	Add Alternate 2: Fiber Channel HBA for connectivity to HP EVA 8100 SAN, 4 Gb minimum transfer rate	1 EA	\$	%	\$	\$	
5	Add Alternate 3: Additional SAS drive meeting requirements of Section 1.7.2 and 1.7.3	1 EA	\$	%	\$	\$	
6	Add Alternate 4: Server with 36 GB DDR SDRAM	1 EA	\$	%	\$	\$	
7	Add Alternate 5: Server with 72 GB DDR SDRAM	1 EA	\$	%	\$	\$	
8	Add Alternate 6: Server with SAS Connector (On Board or Add-in Card) for extended storage.	1 EA	\$	%	\$	\$	
9	Add Alternate 7: Substitute SAS Drive in Section 1.7.2 and 1.7.3 with 100GB SSD Drives	1 EA	\$	%	\$	\$	
10	Add Alternate 8: Substitute “Same Day, 4 Hr Response, Parts and On Site Labor for Next Business Day Response (Section 2.1.1)	1 EA	\$	%	\$	\$	
11	Prompt Payment Discount for Payment in 21 days.					%	<\$ >
12	Total Base Bid with Add Alternates (rows 1-11)					\$	

The total sum in Row 12 indicated in words: _____ Dollars, and _____ cents.

**BID PRICING FORM
PART 2
OPTIONS**

	PART 1, OPTIONS, QUAD PROCESSOR SERVER	ESTIMATED QUANTITY	LIST PRICE	LESS % DISCOUNT	UNIT PRICE	EXTENDED PRICE
1	Data Storage and Raid Controller (External), Section 7.1	4 EA	\$	%	\$	\$
2	3-yr Maintenance/Support (Section 2)	4 EA	\$	%	\$	

**PART 2
4-SOCKET SERVER INFORMATION**

DESCRIPTION	MANUFACTURER	MODEL OR PRODUCT LINE
Quad Processor Server Bid in Part 2, Row 1		
Add Alternate 1 in Row 3		
Add Alternate 2 in Row 4		
Add Alternate 3 in Row 5		
Add Alternate 4 in Row 6		
Add Alternate 5 in Row 7		
Add Alternate 6 in Row 8		
Add Alternate 7 in Row 9		
Add Alternate 8 in Row 10		
Option 1		
Option 2		

**BID PRICING FORM
PART 3**

Bidding Company Name: _____

	PART 3, BASE BID, BLADE SERVER	ESTIMATED QUANTITY	LIST PRICE	LESS % DISCOUNT	UNIT PRICE	EXTENDED PRICE
1	Blade Servers (Section 1)	20 EA	\$	%	\$	\$
2	3-yr Server Maintenance/Support (Section 2)	20 EA	\$	%	\$	\$
	PART 3, ADD ALTERNATES, BLADE SERVER					
3	Add Alternate 1: Substitute "Enterprise" OS (Section 4.1)	5 EA	\$	%	\$	\$
5	Add Alternate 2: Substitute Hot Swappable 50 GB SSD Drives for 72 GB SAS Drives.	5 EA	\$	%	\$	\$
6	Add Alternate 3: Substitute Hot Swappable 100 GB SSD Drives for 72 GB SAS Drives.	5 EA	\$	%	\$	\$
7	Add Alternate 4: Server with 36 GB DDR SDRAM	5 EA	\$	%	\$	\$
8	Add Alternate 5: Server with 72 GB DDR SDRAM	5 EA	\$	%	\$	\$
9	Add Alternate 6: Substitute "Same Day, 4 Hr Response, Parts and On Site Labor for Next Business Day Response (Section 2.1.1)	5 EA	\$	%	\$	\$
10	Prompt Payment Discount for Payment in 21 days.					% <\$ >
11	Total Base Bid with Add Alternates (rows 1-10)					\$

The total sum in Row 11 indicated in words: _____ Dollars, and _____ cents.

**BID PRICING FORM
PART 3
OPTIONS**

	PART 3, OPTIONS, BLADE SERVER	ESTIMATED QUANTITY	LIST PRICE	LESS % DISCOUNT	UNIT PRICE	EXTENDED PRICE
1	Data Storage and Raid Controller (External), Section 7.1	4 EA	\$	%	\$	\$
2	3-yr Maintenance/Support (Section 2)	4 EA	\$	%	\$	\$
3	Blade Chassis (Section 7.2)	4 EA	\$	%	\$	\$
4	Additional 50 GB SSD Drive	4 EA	\$	%	\$	\$
5	Additional 100 GB SSD Drive	4 EA	\$	%	\$	\$

**BID PRICING FORM
PART 3
BLADE SERVER INFORMATION**

DESCRIPTION	MANUFACTURER	MODEL OR PRODUCT LINE
Blade Server bid in Part 3, Row 1		
Add Alternate 1 in Row 3		
Add Alternate 2 in Row 5		
Add Alternate 3 in Row 6		
Add Alternate 4 in Row 7		
Add Alternate 5 in Row 8		
Add Alternate 6 in Row 9		
Option Item #1		
Option Item #2		
Option Item #3		
Option Item #4		
Option Item #5		

ATTACHMENT 3 Bid Certification

NO BID SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

Bidding Firm Name:		
Address:		
Telephone:		
Facsimile:		
E-Mail:		
Contact Person Name and Title:		

BIDDER REPRESENTATIONS

1. Bidder did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Bidder in regard to the amount, terms, or conditions of this proposal.
2. Bidder additionally certifies that neither bidder nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Bidder acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFB document or permitted by formal addenda are accepted by the City.
4. Bidder did not receive unauthorized information from any City staff member or City Consultant during the Bidding period except as provided for in the Request for Bid package, formal addenda issued by the City, or the pre-bid conference.
5. Bidder certifies that this submission includes full consideration of the information and/or requirements identified in Addenda ____ through ____.
6. Bidder hereby certifies that they will meet the equipment delivery and installation services dates included in the RFB and/or its attachments.
7. Bidder hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
8. Please check the appropriate box below:

☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

☐ If the proposal is made by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the

partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

☐ If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is made by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated and the bid shall be signed by each individual.

By signing below, the submission of a bid shall be deemed a representation and certification by the Bidder that they have investigated all aspects of the RFB, that they are aware of the applicable facts pertaining to the RFB process, its procedures and requirements, and that they have read and understand the RFB.

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	
Complete Additional Signatures Below As Required Per # 7 Above	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	

NO BID SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE

ATTACHMENT 4
City of San Jose
Request for Contracting Preference for Local and Small Businesses

Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (*regardless of where they are located*) of your firm is 35 or fewer.

There are two ways in which the preference can be applied. In procurements where price is the determinative factor (*i.e. there are not a variety of other factors being considered in the selection process*) the preference is in the form of a credit applied to the **dollar value** of the bid or quote. For example, a non-local vendor submits a quote of \$200 per item and a LBE submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199.

In procurements such as RFP there are usually a variety of factors evaluated to determine which proposal best meets the City's needs. In procurements such as these where price is not the determinative factor, an LBE or SBE will be given an **additional 5% to 10% points** in the **scoring** of their proposal.

The following determinations have been made with respect to this procurement: (for official use only)

Type of Procurement	☒ Bid	☐ Request for Quote	☐ Request for Proposal
Type of Preference	☒ Price is Determinative	☐ Price is Not Determinative	
Amount of Preference	LBE preference = 2.5% of Cost SBE preference = 2.5% of Cost	LBE preference = 5% of Points SBE preference = 5% of Points	

In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.

Business Name			
Business Address			
Telephone No.			
Type of Business	☐ Corporation	☐ LLC	☐ LLP
	☐ General Partnership	☐ Sole Proprietorship	☐ Other (explain)

***LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE**

In order to qualify as an LBE you must provide the following information:

Current San Jose Business Tax Certificate Number:

Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:

****SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your **entire** business --NOT just local employees, or employees working in the office address given above.

Please state the number of employees that your Business has:

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (*please check*): ☐ Local Business Enterprise ☐ Small Business Enterprise

I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: _____, California

Date: _____

Signature _____

Print name _____

ATTACHMENT 5

PREVIOUS CUSTOMER REFERENCE WORKSHEET

[illegible]

ATTACHMENT 6
PURCHASE ORDER TERMS AND CONDITIONS

1. DEFINITIONS: The words "BUYER" and "CITY" shall mean the City of San Jose or any department thereof.

2. DATA AND FACILITIES: SELLER acknowledges that it has in its possession all applicable specifications and drawings, and all other documents to which reference is made herein and/or which are matches hereto, and that such data are adequate to enable Seller fairly to determine its ability to perform the work called for herein at the price and in accordance with the schedule set forth. SELLER represents that it now has or can readily procure without assistance of BUYER all facilities, machinery and equipment necessary for the performance of this purchase order.

3. PACKING AND SHIPPING: Deliveries shall be made as specified without charge for boxing, crating, carting or storage unless otherwise specified, and articles shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather or transportation. Articles shall be described on bills of lading in accordance with current Motor Freight or Uniform Freight Classification, whichever is applicable. BUYER's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. BUYER's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by BUYER shall be shipped in separate boxes or containers for each destination at no extra charge.

4. CONTRACT: This purchase order constitutes BUYER's offer to SELLER and shall become a binding contract upon the terms and conditions set forth herein upon acceptance by SELLER either by acknowledgement or commencement of performance. Any terms or conditions (including price and delivery dates) proposed by SELLER in accepting BUYER's offer, which are inconsistent with or in addition to the terms and conditions herein set forth, shall be void and of no effect unless and to the extend expressly accepted by BUYER in writing.

5. TAXES: SELLER shall separately state on all invoices any taxes imposed by federal or state government applicable to furnishing of the articles; provided, however where a tax exemption is available, such tax shall be subtracted from the total price and identified. Municipalities are exempt from federal excise tax and transportation taxes, except for the excise tax on gasoline. Except for the excise tax on gasoline, total prices quoted are to exclude federal taxes. Exemption certificates will be furnished upon request. Unless otherwise indicated, prices quoted will be considered to exclude state and city sales or use tax, which is payable by BUYER.

6. PRICES: SELLER represents that prices quoted to or paid by BUYER shall not exceed current prices charged to any other customer or SELLER for items which are the same of substantially similar to the articles, taking into account the quality of the articles, and SELLER will forthwith refund any amounts paid by BUYER in excess of such price.

7. PAYMENT: Payment shall not be due until completion of order unless CITY agrees in writing to other terms and conditions. No payment shall represent a waiver of CITY's right to inspect for defects.

8. CASH DISCOUNT: THE DATE USED AS THE BASIS FOR CASH DISCOUNT CALCULATION IS THE DATE THE ORDER IS COMPLETED OR THE DATE AN ACCEPTABLE INVOICE IS RECEIVED, WHICHEVER IS LATER.

9. WARRANTY: SELLER warrants that all articles will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material, and free from defect. Unless manufactured pursuant to detailed design furnished by BUYER, SELLER assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by BUYER. SELLER's warranties, together with its service guarantees, shall run to BUYER and its users of the articles and shall not be deemed to be exclusive. BUYER's inspections,

approval, acceptance, use of or payment for all or any part of the articles shall in no way affect is warranty rights whether or not a breach of warranty had become or should have become evident at the time.

10. **DEFAULT:** BUYER may, by written notice to SELLER, cancel for default this purchase order, in whole or from time to time in part: (i) if the SELLER fails to deliver the articles or to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time; (ii) if the articles delivered do not conform to contractual requirements or if SELLER fails to perform any of the other provisions of this purchase order, or so fails to make progress as to endanger performance of this purchase order in accordance with its terms; or (iii) if the SELLER becomes insolvent or commits an act of bankruptcy. If this purchase order is cancelled for default, BUYER, in addition to all other rights afforded by law for SELLER's breach of contract, shall have the right to charge SELLER the amount by which the costs of fabricating or procuring the articles cancelled from another source exceed the prices specified herein, and BUYER may set off any such charge against any amounts which may become payable to SELLER under this purchase order or otherwise. Upon such cancellation SELLER will deliver to BUYER any of the articles, parts or materials, for which BUYER shall make written request at or after cancellation and BUYER will pay SELLER the fair value of any such property so requested and delivered. Notwithstanding BUYER's right to cancel this purchase order for delay in delivery, SELLER shall not be liable to BUYER for any damages therefore: (i) SELLER's delay is due to causes beyond its control, and without its fault or negligence, provided SELLER promptly notifies BUYER of the conditions causing delay or, (ii) SELLER's delay is caused by the default of a subcontractor or supplier, but only if such default arises out of causes beyond the control of both SELLER and subcontractor or supplier and without the fault or negligence of either of them, and the articles or services to be furnished by them were not obtainable from other sources in sufficient time to permit SELLER to meet the required schedule.

11. **CHANGES:** BUYER shall have the right by written notice to change the extent of the work covered by this purchase order, the time or place of delivery, the method of shipment or packaging, or to suspend work. The only valid change is a change order signed by the Director of Finance or director's authorized designee. Upon receipt of any such notice, SELLER shall promptly make the changes in accordance with the terms of the notice. If any such changes cause an increase or decrease in the cost of performance or in the time required for performance, an equitable adjustment shall be negotiated promptly and the purchase order modified in writing accordingly. SELLER shall promptly deliver to BUYER, and in any event within thirty (30) days after receipt of such notice a statement showing the effect of any such changes in the delivery dates and prices, such statement to be supplemented within thirty (30) days from the date thereof by detailed specification of the amount of the price adjustment and supporting cost figures. Failure of SELLER to submit the statements within the above time limits shall constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.

12. **TERMINATION:** The performance of work under this purchase order may be terminated in whole or from time to time in part by BUYER. City's Director of Finance is empowered to terminate this purchase order on behalf of City.

13. **COMPLIANCE WITH LAW:** SELLER shall in the performance of this purchase order comply with all applicable laws and regulations of the City and of the State of California.

14. **GOVERNING LAW:** CITY and SELLER agree that the law governing this Agreement shall be that of the State of California.

15. **VENUE:** In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

16. **ASSIGNMENT OF CONTRACT:** SELLER shall not assign any of the work to be performed under this purchase order nor shall SELLER subcontract for completed or substantially completed articles or

major components thereof without BUYER's prior written consent. SELLER may assign monies due under this purchase order. BUYER will recognize such assignment, to the extent permitted by law, if BUYER is given proper notice thereof. Any assignment shall be subject to set-off or recoupment for any present or future claim which BUYER may have against SELLER.

17. WAIVERS: Failure by BUYER to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this purchase order, or to exercise any right hereunder, shall not be construed as a waiver of relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but obligation of SELLER with respect to such future performance shall continue in full force and effect.

18. NON-DISCRIMINATION:

a. Prohibition on Discrimination and Preferential Treatment.

SELLER shall fully comply with Chapter 4.08 of the San Jose Municipal Code and agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of CITY contracts.

b. Compliance Reports.

If directed by the Director of Office of Equality Assurance of the CITY, SELLER shall file, and cause any subcontractor to file, compliance reports with the Director of Office of Equality Assurance. Compliance reports shall be in the form and field at such times as may be designated by the Director of Office Equality Assurance. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Director of Office of Equality Assurance to determine whether SELLER or its subcontractor is complying with the nondiscrimination and non-preference provisions of this Agreement and Chapter 4.08 of the Municipal Code.

c. Failure to Comply with Nondiscrimination Provisions.

If the Director of Office of Equality Assurance determines that the SELLER has not complied with the nondiscrimination or non-preference provisions of this Agreement, the CITY may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject SELLER and/or subcontractor to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.

d. Subcontracts.

SELLER shall include provisions a through c above, inclusive, in each subcontract entered into in furtherance of this Agreement so that such provisions are binding upon each of its subcontractors.

e. Waiver of Nondiscrimination Provisions.

The nondiscrimination provisions of this Agreement may be waived by the Director of Office of Equality Assurance, if the Director of Office of Equality Assurance determines that the SELLER has its own nondiscrimination requirements or is bound in the performance of this Agreement by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the SELLER or other governmental agency are substantially the same as those imposed by the CITY.

19. GIFTS: SELLER represents that it is familiar with the City's prohibition against the acceptance for any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code. SELLER agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this purchase order by SELLER. In addition to any other remedies CITY may have in law or equity, CITY may terminate this purchase order for such breach.

20. WARRANTY AGAINST INFRINGEMENT: If any article sold hereunder is covered, or is purported

to be covered, by any patent or copyright, SELLER agrees to defend, indemnify and hold harmless the CITY, its officers, agents and employees, from and against any and all suits, claims, judgments and costs instituted or recovered against it by any person or persons whomsoever, on account of the purchase, use or resale of such article by CITY in violation or claimed violation of any rights under patent or copyright.

21. INDEMNITY: SELLER agrees to defend, indemnify and hold harmless the CITY, its officers, agents, and employees, from any and all claims and liability, including expenses, for injuries or death to persons or damage to or destruction of property caused by or resulting from the acts or omissions of SELLER, its agents, suppliers or employees, in the performance of this purchase order.

Version 9.09

ATTACHMENT 7 INSURANCE REQUIREMENTS

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 by the CONTRACTOR, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the CONTRACTOR's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including products and completed operations, and X, C, U where applicable; and
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto," or code 2 "owned autos" and endorsement CA 0025. Coverage also to include code 8 "hired autos" and code 9 "non-owned" autos; and
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. Commercial General Liability and Automobile Liability Coverage**

- a. The CITY, its officials, employees, agents and contractors are to be covered as an additional insured as respects: liability arising out of activities performed by, or on behalf of, the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees, agents and contractors.
- b. The CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the CITY, its officials, employees, agents or contractors shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officials, employees, agents, or contractors.
- d. Coverage shall state that the CONTRACTOR's insurance 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.

2. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to the CITY.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the CITY's Risk Manager.

F. Verification of Coverage

CONTRACTOR shall furnish the CITY with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

CITY OF SAN JOSE
Human Resources Department
Risk Management Division
200 E. Santa Clara Street, 2nd/Wing
San Jose, CA 95113

Phone: (408) 535-7063
Fax: (408) 286-6492

G. Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

ATTACHMENT 8
REQUEST FOR APPROVED EQUALS FORM

Bidder:	
Bid Number and Title:	RFB 09-10-39, Servers
Bid Item Identification Information	
Specified Item :	☐ 2-Socket Server ☐ 4-Socket Server ☐ Blade Server
Specification Section #:	
Proposed Alternate Information	
Manufacturer:	
Make/Model:	
Description:	
Additional Information:	
Signature:	
Title:	
Name:	
Date:	
Telephone:	
E-Mail:	

REQUIRED ATTACHMENTS:

1. List each product specification and provide a cross-reference showing where each specification can be verified with the information provided. Attach manufacturers data sheets, product literature, etc. in sufficient detail to allow verification that requested product meets or exceeds all specifications as listed in this bid document.
2. Provide Attachment 10, EPEAT Baseline Requirements, for each server type for which approved equal status is requested.
3. Provided three references using Attachment 5.
4. Provide information that demonstrates that the manufacturer has been in business for at least 5 consecutive years: 2004 through October 1, 2009.
5. Provide information that demonstrates that the Server product line (not necessarily the exact model being bid) has been in existence and available for sale to the public since the year 2008 (does not need to be the entire year).
6. The City reserves the right to request additional information as may be required to make a determination.

ATTACHMENT 9 EPEAT BASELINE REQUIREMENTS

For each requirement listed below, Bidder shall confirm compliance by checking the appropriate response "yes" or "no".
Server Manufacturer, Make and Model: _____

Criteria	COMPLIANCE	
	YES	NO
1. Reduction/Elimination of Environmentally Sensitive Materials 1.1.1 Compliance with provisions of European RoHS directive 1.3.1 Elimination of intentional use of Cadmium 1.5.1 Reporting on amount of Mercury used in light sources 1.6.1 Elimination of intentional use of short-chained chlorinated paraffins (SCCP) flame retardants and plasticizers in certain applications		
2. Materials Selection 2.1.1 Declaration of post-consumer recycled content 2.2.1 Content declaration of renewable/bio-based materials 2.3.1 Declaration of product weight		
3. Design for End of Life 3.1.1 Identification of materials with special handling needs 3.1.2 compatible paints or coatings (compatibility with recycling processes) 3.1.3 Easy disassembly of housings 3.1.4 Marking of plastics 3.1.5 Identification and removal of batteries and circuit boards		
4. Product Longevity/Life Cycle Extension 4.1.1 Availability of additional warranty or service agreement 4.2.1 Upgradeable with common tools		
5. Energy Conservation 5.1.1 Energy Star 3.0 5.2.1 Documented power management features		
6. End of Life Management 6.1.1 Provision of product take-back service (Annual Report Criterion)		
7. Corporate Performance 7.1.1 Demonstration of corporate environmental policy consistent with ISO 14001 (Annual Report Criterion) 7.2.1 Self-certified environmental management system for manufacturing facilities (Annual Report Criterion) 7.3.1 Corporate report consistent with Performance Track (Annual Report Criterion). Reference www.epa.gov/performance-track/index.htm		
8. Packaging 8.1.1 Reduction/elimination of toxics in packaging 8.2.1 Separable recyclable packing materials 8.3.1 Declaration of recycled content		

Print Name _____ Signature _____ Date _____

Company Name _____