



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201
Tyson Boldan, Buyer
Phone: (573) 886-4392 – Fax: (573) 886-4390
Email: tboldan@boonecountymmo.org

Bid Data

Bid Number: **08-08FEB10**

Commodity Title: **ISCSI SAN**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **MONDAY – FEBRUARY 08, 2010**

Time: **1:30 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**

Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **MONDAY – FEBRUARY 08, 2010**

Time: **1:30 P.M. (Bids received after this time will be returned unopened)**

Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions
Certification Regarding Debarment
“No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
 - 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
 - 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
 - 1.4.1. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.
 - 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
 - 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – For the Furnishing and Delivery of two **Cybernetics miSAN-D8/T4 4TB raw capacity, dual redundant 460W power supply, 2U** for the Boone County Information Technology Department.
- 2.1.1. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidder desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.2. **BACKGROUND INFORMATION:** The County is currently using a Cybernetics system and this purchase will be in anticipation to a migration to new hardware.
- 2.3. **GENERAL REQUIREMENTS:** For the Furnishing and Delivery for all software and hardware items included in this bid for two Cybernetics miSAN-D8/T4 4TB raw capacity, dual redundant 460W power supply, 2U. **Manufacturer: Cybernetics.**
- 2.3.1. A complete itemized list of equipment, including printed literature and factory specification sheets, stating name, model number and options of the proposed equipment should be attached to the bid.
- 2.3.2. Sample printed warranty shall accompany bid.
- 2.3.3. One set of instruction and service manuals shall be furnished
- 2.3.4. Successful Contractor shall itemize all equipment serial numbers on invoice or separate sheet.
- 2.3.5. All equipment shall be factory new, not reconditioned, and in current production at the time of delivery.
- 2.4. **Shall Include:** Each ISCSI SAN shall be fully populated with one (1) cold spare rack mountable SATA-II RAID, 4 GbE port, two 320 LVD ports, cold spare disk, SANDR disk management software suite with snapshots, WAN synchronization and replication with ADB deduplication, high availability, and disk level tape backup features, two year warranty.
- 2.4. **BID/CLARIFICATION CONTACT** – Tyson Boldan, Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: tboldan@boonecountymo.org.
- 2.5. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct statement.
- 2.6. **DELIVERY** - FOB Destination - Delivery to the Boone County Information Technology Department located at 801 East Walnut, Columbia, MO 65201. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

3. Response Presentation and Review

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.2 **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1 **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time.
- 3.2.2 **Advice of Award** - The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing*.
- 3.3 **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1 **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4 **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1 **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5 **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1 **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2 **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3 **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4 Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.
- 3.5.5 **Sovereign Immunity**: The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.

4. **Response Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.**

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____

4.7. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, FOB Destination, which has been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

- 4.7.1. Authorized Representative (Sign By Hand): _____
- 4.7.2. Type or Print Signed Name: _____
- 4.7.3. Today's Date: _____

4.8.	Base Bid: Cybernetics miSAN-D8/T4 4TB raw capacity, dual redundant 460W power supply, 2U	Quantity	Total Price for 2 Units
4.8.1.	Cybernetics miSAN-D8/T4 4TB raw capacity, dual redundant 460W power supply, 2U, as per section 2 of this bid.	2	\$
4.8.2.	How many days after receipt of order until delivery?		Days
4.8.3.	Please describe Warrantee: _____ _____ _____ _____		

- 4.9. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
_____ Yes _____ No
- 4.10. Delivery: _____ Days After Receipt of Purchase Order

4.11. Describe any deviations from bid specifications:



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201
Tyson Boldan, Buyer

Standard Terms and Conditions

Phone: (573) 886-4392 - Fax (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

(Please complete and return with Bid Response)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date



"No Bid" Response Form

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Tyson Boldan, Buyer
(573) 886-4391 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 08-08FEB09 – ISCSI SAN

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

