

# **NORTH PENN SCHOOL DISTRICT**

Lansdale, PA 19446

## **Hyperconverged Infrastructure (HCI)**

### **Bid Summary**

The North Penn School District is hereby soliciting bids to submit bids for: Hyperconverged Infrastructure (HCI)

All bids shall be submitted on the enclosed district forms. The sealed bid proposal package should also include:

- A Bid Bond or Certified Check for 10% of the total bid price.
- Completed and notarized Non Collusion Affidavit.
- Completed and notarized Vendor's Qualification Statement.
- 3 Signed copies (1 original and 2 photocopy)

The North Penn School District is exempt from Pennsylvania state sales tax.

**Sealed bids** will be accepted for the **Hyperconverged Infrastructure (HCI) until June 10, 2019, at 3:00 p.m.**, at the Educational Service Center, 401 E. Hancock St., Lansdale, PA. At which time the bids will be publicly opened.

All questions regarding this bid should be directed to:

North Penn School District  
Technology Department  
401 East Hancock Street  
Lansdale, PA 19446

Attention: Kevin Eck, Coordinator of Technical Services  
Telephone: 215-853-1112  
Email: eckkm@npenn.org

## GENERAL CONDITIONS

### I. BID PROPOSAL PROCEDURE

Pursuant to the "Notice to Bidders," sealed proposals for the work will be received by the North Penn School District at the Administration Building, 401 E. Hancock Street, Lansdale, PA 19446 and then publicly opened and read aloud. The award of the Contract, if made, will be announced by the Board of School Directors soon thereafter as practicable. Sealed bids will be **opened on Monday, June 10, 2019 at 3:00 p.m.** at 401 E. Hancock Street, Lansdale, PA 19446.

All proposals shall be submitted in a sealed envelope and clearly marked on the outside, "Hyperconverged Infrastructure (HCI)". Proposals should be delivered to Dr. Kristen Landis at 401 E. Hancock St., Lansdale, PA 19446. The envelope shall be labeled as to what proposal is contained within and the name of the company submitting the bid. Only proposals which are submitted on the attached proposal forms will be considered. No proposals will be considered which have not been received by the School District prior to the hour and date designated. If the proposal is sent by mail, the sealed envelope marked in accordance with instructions above shall be enclosed in an additional mailing envelope.

Each proposal shall be duly signed by an authorized representative of the bidding company.

### II. SCHEDULE

- A. Bids received by North Penn School District: June 10, 2019, at 3:00p.m. - ESC
- B. Award approval: June 20, 2019
- C. Construction work: July 1, 2019 through September 31, 2019

### III. BID SECURITY

Each proposal shall be accompanied by a Proposal Guarantee in the form of:

- A. Certified Check or Cashier's Check made payable to the owner in the sum of Ten Percent (10%) of the Proposal.
- B. Bid Bond in the amount of Ten Percent (10%) of the Base Bid Proposal. Attorney in fact who signs bonds must file with each bond certificate and effectively dated copy of their Power of Attorney.
- C. All Proposal Guarantees will be returned within eight (8) days after the Contract(s) has been awarded, except those of the bidder(s) to whom the Contract(s) were awarded. The Proposal Guarantees of those bidders will be returned when the Contract is executed or when the matter has been disposed of by the Owner, except when the Proposal Guarantee has been forfeited as liquidated damages.

### IV. SUBMISSION OF BIDS

The price bid shall cover all cost of any nature growing out of the work. In explanation, but not in limitation thereof, these costs shall include the cost of equipment and all else necessary to perform and complete the order.

### V. ACCEPTANCE OF PROPOSAL & AWARD OF CONTRACT

- A. Award of the Contract will be made to the lowest responsive, responsible bidder as determined by the North Penn School District. The School District reserves the right to waive informalities and irregularities in the Bid Submission, if said waivers are in the best interest of the School District, and the unqualified right to reject all bids.
- B. Bids shall remain firm for 90 days from date of bid opening and cannot be withdrawn during this period.

- C. The Owner reserves the right to accept or reject any or all bids under any Contract for a period up to sixty (90) days after receipt of bids.
- D. The successful bidder will be issued a purchase order by the School District to provide the product specified. This purchase order, combined with the successful bidder's Bid Proposal and his submission to the School District of insurance certificates and performance bond as requested in the Special Conditions, will constitute a binding contract between both parties.

VI. CONDITIONS OF THE CONTRACT

- A. The bidder agrees that if awarded the contract for the work herein specified, he will not assign, transfer or sublet the contract or purchase order. He must own or direct an established company, currently active in performing the type of work specified.
- B. The bidder agrees that if awarded the contract, the product shall be subject to inspections by qualified personnel of the School District. Any non-conformity with the specifications shall be replaced or reworked by the contractor, at the sole discretion of the Owner.
- C. The bidder does hereby agree that if awarded the contract, he will indemnify and hold harmless the North Penn School District, the School Board Directors, its members, the Secretary and the District Superintendent from all suits and actions of every nature and description brought against them or any of them growing out of any contractor contracts, written or verbal, entered into between the successful bidder and the School District.
- D. Installation of the infrastructure will be coordinated with the Coordinator of Technical Services and the Director of Technology to be installed no earlier than July 1, 2019 and no later than September 31, 2019.

VII. SALES TAX

No charge will be allowed for federal, state, or municipal sales or excise taxes, for which the school district is exempt by law. The bid price shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.

VIII. INSURANCE COVERAGE

On bids for Services involving the furnishing of labor, materials, and/or equipment, while said Services are being performed the successful bidder must maintain in full effect the following minimum insurance coverage:

- A. Property Damage: \$50,000
- B. Automobile Liability (Including owned, on-owned and hired vehicles).
  - Bodily Injury: \$300,000 single combined limit
  - Property Damage: \$50,000 single combined limit
- C. Workers' Compensation and Employers' Liability
  - Employers' Liability: \$100,000 per occurrence/\$300,000 in aggregate
  - Statutory limits for Workers' Compensation

Prior to the beginning of the Service, etc., to be performed, a certificate of insurance shall be furnished to the School District showing the insurance coverage required above. Contractor agrees to provide to District a certificate of insurance evidencing such coverage and designating District as an additional insured as its interest may appear for both the General and Automobile Liability programs, such certificate to be provided by July 1st of each Contract Year, or on renewal of such policies. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days' written notice to Contractor and District. Insurer shall maintain a minimum A.M. Best's & Company rating of A or Contractor shall obtain insurance from a company mutually agreed upon between Contractor and District. Upon request, Contractor shall provide District with a certificate of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws in which Contractor shall operate for this Agreement. The Contractor shall assume full responsibility for loss of life and property, injuries to persons, including all employees of the Contractor or Subcontractors.

IX. METHOD OF PAYMENT (INSTALLATION/SERVICE)

- A. Unless otherwise specified, the contractor will be paid in full when, in judgment of the School District, the product has been tested and accepted.
- B. Invoices shall be submitted to the School District of North Penn Administrative Office, Accounts Payable, 401 E. Hancock Street, Lansdale, PA 19446.

X. DISCRIMINATION PROHIBITED

According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the contractor agrees:

- A. That in the hiring of employees for the performance of work under this contract, or any sub-contract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or sub-contractor, shall, by reason of race, creed or color, discriminate against any citizen who is qualified and available to perform the work to which the employment relates;
- B. That no contractor, sub-contractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed or color;
- C. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of this contract; and,
- D. That this contract may be canceled or terminated by the School District, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of the contract.

XI. ASBESTOS

In the event a contractor by virtue of his work for the District discovers asbestos, the contractor must immediately notify the District and perform no further work in connection with the asbestos. If directed by the District to remove the asbestos, the contractor must take all steps required by all federal, state, and local agencies regarding asbestos removal. The asbestos removal operations may be the subject of a change order or a supplemental contract to this contract, or a separate contract to another contractor as the District may determine. If a contractor fails to meet the requirements of the federal, state, and local regulations and these specifications related to the discovery, removal, and clean-up, the contractor shall be subject to immediate termination and the contractor shall be responsible for all costs and expenses related to the removal and cleanup of the asbestos including architect and engineering fees.

XII. HUMAN RELATIONS ACT

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951 et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.

XIII. COMPETENT WORKERS

According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent and first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such hours by employers of organized labor in doing of similar work in the district where the work is being done.

XIV. CLARIFICATION OF STANDARD OF QUALITY

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and cost for bid purposes. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather describes the minimum standard. When proprietary names are used, they should be followed by the words "or alternatives of the quality necessary to meet the specifications." A bid containing an alternative that does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternatives which do not meet the specifications. The bidder, upon request, shall submit samples for any or all items on which a price is quoted, within three (3) days after such request is made. These samples shall be plainly marked with the name of the product, the name of the bidder, and the item number as shown on the proposal form. Samples may be returned at the expense of the bidder. Also upon request, the bidder must supply, within three (3) days, a list of schools and/or businesses using the item indicated in their bid.

XV. OWNER'S COMPLIANCE IN RETAINING PAYMENTS

On projects where it is considered to retain a portion of the amount of payment due the contractor, or to insure proper performance of the contract, refer to Act No. 317 of the 1978 General Assembly of Pennsylvania, approved November 26, 1978.

XVI. COMPLIANCE WITH POLICY/LAW

Contractor shall comply with all policies, procedures and regulations of the District as established and amended from time to time as well as all applicable state and federal laws and regulations, including but not limited to the provisions of the Pennsylvania Right to Know Law, 65 P.S. 67.101 et seq., regarding possession of public records by agency contractors. In the event the District receives a request for access to a public record that is in the possession of Contractor, the District shall notify Contractor of the request and Contractor shall provide the District with the requested record in a timely manner so as to enable District compliance with the Pennsylvania Right to Know Law.

Contractor shall maintain and provide to the District a current Child Abuse History Clearance as provided by the Pennsylvania Department of Human Services, a satisfactory PA State Criminal History Report, and a Federal Criminal History Record Report (FBI Fingerprinting) for each individual engaged by Contractor to provide services who will have direct contact with children, including Contractor (if an individual). On-site work at the school sites cannot commence until the provider has obtained all relevant certifications, license, permits and/or required qualifications for its workers and has presented required documentation for the personnel to work in the District's locations.

Contractor agrees to comply with the provisions of Act 168 of 2014, Employment History Review Law and, to the extent applicable, Act 126 of 2012, Child Abuse Recognition and Reporting Training.

Signature	Title	Date
Printed Name		
Company Name	Address	
Phone Number	Fax Number	Email Address

**North Penn School District**  
Lansdale, Pennsylvania 19446

**Non-Collusion Affidavit**

**Instructions:**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antirigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statement in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the associated approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "Complementary Bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

**Non-Collusion Affidavit**

**For Bid for Hyperconverged Infrastructure (HCI)**

State of \_\_\_\_\_ County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_

(Title)

(Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its Owners, Directors, and Officers.

I am the person responsible in my firm for price(s) and the amount of this bid.

**I state that:**

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of competitive bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and employees are not currently  
(name of my firm)  
under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the above representations are material

(name of my firm)

and important, and will be relied on by North Penn School District in awarding the contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the North Penn School District of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name)

and

\_\_\_\_\_  
(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires



**North Penn School District**  
Lansdale, PA 19446

**Vendor's/Contractor's Qualification Statement**

The Undersigned certified under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted by: _____	Corporation	_____
Name: _____	Partnership	_____
Address: _____	Individual	_____
Principal Office: _____	Joint Venture	_____
Phone: _____	Other	_____

1. How many years has your organization been in business as a vendor/contractor?
  
2. How many years has your organization been in business under its present business name?
  
3. If a corporation, answer the following:
  - a. Date of Incorporation: \_\_\_\_\_
  - b. State of Incorporation: \_\_\_\_\_
  - c. President's name: \_\_\_\_\_
  - d. Vice President's name(s): \_\_\_\_\_
  - e. Secretary's or Clerk's name: \_\_\_\_\_
  - f. Treasurer's name: \_\_\_\_\_
  - g. List names and address of all parties holding greater than 10% interest in the corporation.
  
4. Trade References:
  
5. Bank References:
  
6. Name of bonding company and name and address of agent:
  
7. Dated at this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Name of Organization: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

8. \_\_\_\_\_ being duly sworn deposes and says that he/she is the

\_\_\_\_\_ of Vendor/Contractor and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public:

My commission Expires:

Vendor's Contractor's Qualification State Abbrev.

**FORM OF PROPOSAL**

To Owner:

**NORTH PENN SCHOOL DISTRICT ADMINISTRATION BUILDING**

**Bid due date: June 10, 2019 Time: 3:00 p.m.**

The undersigned, \_\_\_\_\_

(Name of Bidder)

After complete examination of specifications, form of Contract and Bond, hereby proposes to furnish all equipment, materials and labor for the project listed below, together with all incidents thereto, in accordance with the enclosed specifications which are understood as being part of this proposal.

**NOTE: ALL AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES.**

In case of a discrepancy, the amount shown in words will govern.

**CONTRACT - NORTH PENN SCHOOL DISTRICT BID#**

The undersigned hereby submits the name, \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, as his surety if a contract be awarded him and a letter form said company stating that they will furnish a 100% Payment and Performance Bond.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good for a period of ninety (90) days after the scheduled closing time for receiving bids and my not be withdrawn during this period.

The undersigned does further agree, within eight (8) days of receipt of written notice of the acceptance of this bid, to execute the formal contract, bound in the specification and contract, and deliver a Surety Bond(s) as required by General Conditions.

The Bid Security is a bid bond, certified check or cashier's check attached in the sum of ten percent (10%) of base bid,

DOLLARS (\$ \_\_\_\_\_)

And is to become the property of the Owner in the event the contract bonds are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

One-Time Costs				
Quantity	Product	Description	Each	Total Cost
3	HPE-Medium380	HPE-SimpliVity Hyperconverged Medium, 380 Gen 10, dual 6152 XEON-G, 9x1. 92TB SSD Kit, 768GB Memory		
1	HPE StoreOnce 5200	HPE StoreOnce 5200 Backup appliance, 48TB Raw capacity		
1	Veeam	Veeam Availability Suite Enterprise for 3 nodes above.		
	Service	Installation and Setup for above		
		<b>Total One Time Costs</b>		

Annual Support Costs				
Quantity	Product	Description	Each	Total Cost
1	HPE-Medium380	5 Years Proactive Care for the HPE380-SimpliVity		
1	HPE StoreOnce 5200	5 years Proactive Care for the HPE 5200 StoreOnce		
1	Veeam	5 Years Support for Veeam Availability Suite		
		<b>Total Annual Support</b>		

<b>TOTAL COST (One-time + 5 Year Support Cost)</b>		
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**Respectfully submitted by:**

\_\_\_\_\_  
 COMPANY NAME CORPORATE OFFICER (SIGNATURE)

\_\_\_\_\_  
 ADDRESS – Print Name

\_\_\_\_\_  
 ADDRESS – 2<sup>nd</sup> line  
 IDENTIFICATION NO.

\_\_\_\_\_  
 FEDERAL TAX

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

# North Penn School District

## Request for Bid - Hyperconverged Infrastructure (HCI)

### SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS

#### **Planning:**

- Review SimpliVity installation with North Penn School District including the requirements for network, rack installation, and vCenter integration as understood by North Penn School District.
- Determine targeted versions required for SimpliVity, vSphere and vCenter based on HPE best practices.
- Perform design meetings with North Penn School District designate to validate the configuration of deployment.

#### **Installation and Configuration:**

- Rack and cable SimpliVity nodes and any interconnects.
- Rack and cable HP StoreOnce appliance for backup services.
- Configure Fabric Interconnects (management, cluster and port configuration).
- Connect and migrate 5 current SMB shares and their content.
- SimpliVity Nodes
  - Attach vCenter to SimpliVity Infrastructure.
  - Create data store(s) and present them to nodes.
  - Upgrade vSphere hosts and drivers if needed for version compatibility.
  - Deploy a test Virtual Machine (“VM”) host onto the cluster, test data store access, basic VM connectivity to the outside network, native snapshots.

#### **VM Migration:**

- Perform design session for migration methodology with North Penn School District.
- Migrate 70 VMs over to new system.
- Test VMs.
- Customer to migrate the balance of the VMs.
- Test operability.

#### **Veeam Deployment:**

- Have detailed design session to determine rollout schedules.
- Work with North Penn School District to create a database as needed.
- Install VEEAM Backup & Replication where needed.
- Work in conjunction with North Penn School District team:
  - Identify server schedule and deployment process.
  - Servers will be completed in a joint effort of Vendor and NPSD staff.
  - Integrate Veeam with vCenter.
- Run a test backup.
- Perform hands on education during the rollout.
- Backup target will be HP StoreOnce 5200 appliance backup server.

#### **Project Completion:**

- Review configuration and ongoing operational tasks (native management interface, vCenter access, data store creation and management and snapshots) with North Penn School District.

#### **Training:**

- Perform training session up to four (4) hours with customer educating them on day to day operations of the SimpliVity solution.

#### **Deliverables:**

- Visio diagram outlining the design of the SimpliVity solution.

**Location of work:**

- Unless otherwise specified, all on-site Services will be performed at North Penn School District's facilities located at the following location:
  - North Penn High School, 1340 Valley Forge Road, Lansdale, PA 19446
  - Inglewood Elementary School, 1313 Allentown Road, Lansdale, PA 19446