

REQUEST FOR QUOTE # HSARC-257

VMware vSphere Support Coverage



By:

Rick Hai, Procurement Contract Specialist
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Telephone: (951) 955-4937
Email: rhai@co.riverside.ca.us

NIGP Code(s): 920-45

INSTRUCTIONS TO BIDDERS

- I. **Vendor Registration** – Unless stated elsewhere in this document, vendor may participate in the bidding process. However the County does encourage all bidders to register online at www.Purchasing.co.riverside.ca.us. If awarded a contract, bidder must be registered with the County of Riverside within five days of announced award. This will avoid delays in the purchasing and payment process.
- II. For future bidding opportunities please also register Bidder Company at: <https://www.publicpurchase.com/gems/register/vendor/register>. Public Purchase is a web based e-Procurement service provider utilized by the County of Riverside for RFQ's and RFP's. It will take only minutes to register and it is free.
- III. For all RFQ's Riverside County's Purchasing website will post a letter of notification on its website, and will provide a direct link to PublicPurchase.com.
- IV. **Format** - Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.
- V. **Pricing/Delivery/Terms/Tax** - All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- VI. **Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the Purchasing website at www.Purchasing.co.riverside.ca.us or by contacting Riverside County Purchasing at the number shown above and requesting a copy faxed, or mailed to you.
- VII. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 90 days after the closing date, and prior to an award being made.
- VIII. **Specification/Changes** - Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as nonresponsive.
- IX. **Recycled Material** - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
- X. **Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- XI. **Return of Bid/Closing Date/Return to** - The bid response shall be submitted electronically to PublicPurchase.com by 1:30 p.m. on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The County will not be responsible for and will **not** accept late bids due to slow internet connection, or incomplete transmissions.
- XII. **Local Preference - The County of** Riverside has adopted a local preference program for those bidders located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ to that Riverside County location.
or
- XIII. **Disabled Veteran Business Enterprise Preference** - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three percent (3%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from **certified** disabled veterans owned businesses. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ

APPENDIX "A" PLANS/DRAWINGS SAMPLES EXHIBITS

#116-110 Special Conditions/Response #116-130 Equipment Information Sheet
 #116-260 Local Business Qualification Affidavit #116-310 Boilerplate Contract

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

#116-200 General Conditions #116-210 General Conditions Materials and/or Services
 #116-230 General Conditions - Equipment #116-220 General Conditions - Public Works
 #116-240 General Conditions - Personal/Professional Service

To access any of these General Conditions go to www.purchasing.co.riverside.ca.us, located in Vendor Registration/Bidding Opportunities.

If an addendum is issued for this procurement, it will be the vendor's responsibility to retrieve all applicable addendum(s) from the Public Purchase website.

1.0 INFORMATION

- 1.1 **LIQUIDATED DAMAGES** - It is agreed by the parties that time is of the essence, and in the event complete delivery is not made within the schedule set by the County, and pursuant to the bid specifications, damage will be sustained by the County, it will be impractical, and extremely difficult to ascertain, and determine the actual damage sustained. Therefore, it is agreed that the successful bidder shall pay to the County of Riverside, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of \$_____ per calendar day for each and every calendar day that a delay in making delivery in excess of the time or times specified. It is further agreed that in the event such damages are sustained by the County, the County shall deduct the amount from any payment due or that may become due to the vendor under the contract.
- 1.2 "Electronic submission hereof is certification that the Bidder has read and understands the terms and conditions hereof, and that the Bidder's principal is fully bound and committed." All County terms and conditions are found at www.purchasing.co.riverside.ca.us. Bidders must acknowledge the applicable terms and conditions that are checked at the bottom of page 2 of this document.
- 1.3 CASH DISCOUNT_% from receipt of good or invoice, whichever is later. (Terms less than 20 days will be considered net) Cash discount shall be applied to grand total.
- 1.4 Delivery: ___ calendar days after receipt of order.
- 1.5 Please Check: ___ Disabled Veteran ___ Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFQ will be credited to that location in Riverside County. If claiming Local Preference, please submit form 116-260 with your response.
- 1.6 If Bidder experiences technical issue with the online bidding process, Bidder must contact the Procurement Contract Specialist (PCS) for further bid submission instructions. Bidder must contact the appropriate PCS a minimum of 1 hour prior to bid close time of 1:30 PM.

2.0 PURPOSE/BACKGROUND

The County of Riverside Purchasing on behalf of the Department of Public Health (DOPH), Department of Environmental Health, Department of Animal Services, and Riverside County Health System clinics; is soliciting quotations for VMware vSphere support coverage as detailed in this RFQ. Please see Appendix "A" on page 7 of this RFQ for the list of items needed. Please submit your price quote on publicpurchase.com.

3.0 TIMELINE	DATES:
1. RELEASE OF REQUEST FOR QUOTATION	January 14, 2013
2. DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions online at PublicPurchase.com. All questions submitted are within the correct RFQ located on PublicPurchase.com.	Must be submitted by: Date: January 22, 2013 Time: 1:30 PM Pacific Time
3. DEADLINE FOR QUOTATION SUBMITTAL Bid results are posted on PublicPurchase.com	February 4, 2013 at 1:30 PM Pacific Time
4. TENTATIVE DATE FOR AWARDED CONTRACT	5-30 days, contingent upon lowest bidder meeting all of the bid specifications.

4.0 PERIOD OF PERFORMANCE

The period of performance shall be for eighteen (18) months July 01, 2012 to November 06, 2013, with the option to renew for four (4) additional years, renewable in one year increments, with no obligation by the County of Riverside to purchase any specified amount of services. Annual cost increase NOT to Exceed Consumer Price Index for Los Angeles County, Orange County, and Riverside County area.

5.0 GENERAL REQUIREMENTS

Procedures for Submitting Quotations

All quotations must be submitted in accordance with the standards and specifications contained within this Request for Quote (RFQ).

The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the quotation.

The County shall not pay any costs incurred or associated in the preparation of this or any quotation or for participation in the procurement process.

Quotes must be specific unto themselves. For example, “*See Enclosed Manual*” will not be considered an acceptable quotation. Receipt of all addenda, if any, must be acknowledged in the quotation.

Late quotations will not be accepted. Postmarks **will not** be accepted in lieu of this requirement. Quotations submitted to any other County office will be rejected.

6.0 METHOD OF AWARD (Specifications)

Quotations will be evaluated based upon criteria determined to be appropriate by the County, which may include but are not necessarily limited to the following:

- a. Lowest overall purchase price
- b. Adherence to specifications as detailed in this RFQ (HSARC-257)
- c. Prompt payment discounts on 30 days or less
- d. Warranties
- e. All associated delivery costs
- f. Delivery date
- g. Product acceptability
- h. Service/Customer Support

County reserves the right of award in regard to any other factors the County determines to be appropriate.

7.0 EVALUATION PROCESS

All quotations will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Bidder to contact any other County representative may result in disqualification of the Bidder. The County recognizes that prices are only one of several criteria to be used in judging an offer, and the County is not legally bound to accept the lowest offer.

8.0 INTERPRETATION OF RFQ

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFQ. If any Contractor planning to submit a quote finds discrepancies in or omissions from the RFQ, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFQ will be made only by written addendum and may be posted on the Purchasing website at www.purchasing.co.riverside.ca.us and PublicPurchase.com. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us and PublicPurchase.com.

9.0 CANCELLATION OF PROCUREMENT PROCESS

The County may cancel the procurement process at any time. All quotations become the property of the County. All information submitted in the quotation becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the quote, it must be clearly identified by the Bidder; otherwise, the Bidder agrees that all documents provided may be released to the public after bid award.

The County reserves the right to withdraw the Request for Quote (RFQ), to reject a specific quote for noncompliance within the RFQ provisions, or not award a bid at any time because of unforeseen circumstances or if it is determined to be in the best interest of the County.

10.0 COMPENSATION

10.1 The County shall pay the awarded bidder for equipment and services performed, after the equipment are installed and tested to the satisfaction of the County. Expenses incurred and compensation shall be paid in accordance with an invoice submitted to County by awarded bidder. The County shall pay the acceptable invoice within thirty-(30) working days from the date of receipt of the invoice, or the goods/services are received, whichever is later.

11.0 BACK ORDERS

Backorders not accepted accepted – if accepted, give details.
Substitutions not accepted accepted – if accepted, give details.

12.0 WARRANTY

Bidder shall provide a warranty that includes all parts and labor. Awarded Bidder shall handle all repairs/services of equipment(s) under warranty, manufacture warranty or Awarded Bidder's Company warranty. Awarded Bidder shall assume all responsibilities pertaining to shipping and handling of equipment that has to be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a

replacement of a brand new equipment of the same model or equivalent shall be provided by Awarded Bidder. REMANUFACTURED equipment is not accepted.

13.0 USE BY OTHER POLITICAL ENTITIES

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and County shall in no way be responsible to CONTRACTOR for other entities' purchases.

14.0 "OR" EQUAL

If a reference to a specific brand name is made in these bid specifications, the brand name is illustrative and to be construed as a specification, which describes a component that has been tested or evaluated by the County as best meeting specific operational, design, performance, maintenance, quality, reliability standards and requirements of the County, thereby incorporating these requirements by reference within the specification. An equivalent ("or equal") may be offered by the bidder, subject to testing or evaluation by the County prior to award of contract. The County shall be the sole judge of whether any proposed item will fulfill its requirements for the County's intended purpose and reserves the right to reject proposed item as non-responsive. It shall be the sole responsibility of the bidder to provide, at bidder's expense, any product information, test data and other information or documents the County may require fully evaluating or demonstrating the acceptability of the offered substitute. Where appropriate, independent testing or evaluation (including destructive testing), may be required as a condition of acceptance at a qualified test facility at the bidder's expense.

15.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language.

Appendix A

Description	Unit	Qty
Production Support Coverage for VMware vSphere 5 STANDARD for 1 processor, Part #VS5-STD-P-SSS-C.	EA	56
Production Support Coverage for VMware vSphere 5 ENTERPRISE for 1 processor, Part #VS5-ENT-P-SSS-C.	EA	8
Basic Support Coverage for VMware vSphere 4 STANDARD for 1 processor, Part #VS5-STD-G-SSS-C. (Max 6 cores per processor).	EA	2
Production Support coverage for VMware vCenter Server 5 Standard for vSphere 5 (per instance) Management Support , Part #VCS5-STD-P-SSS-C.	EA	1
HM43K-2HKD2-B8J3E-000RK-2X000, Basic Support Coverage for VMware Workstation 8 for Linux and Windows, ESD, Part #WS-G-SSS-C.	EA	24

Local Business Qualification Affidavit

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

Definition of Local Business

A local business shall mean a business or firm with fixed offices located within the geographical boundaries of Riverside County, and authorized to perform business within the County. In doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses" shall have a Riverside County business street address. Post office box numbers, residential addresses, or un-staffed sales offices shall not suffice to establish status as a "local business." To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Length of time at this location: _____ Number of Company Employees at this address: _____

If less than 6 month, list previous Riverside County location: _____

Business License # (where applicable): _____ Jurisdiction _____

Hours of Operation: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc):

Signature of Company Official

Date

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the Riverside County.