



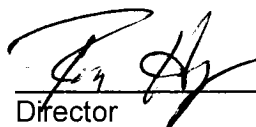
Purchasing and Contracts Branch
2201 East Market Street
Long Beach, California 90805-5556

Request for Bids (RFB)

04-2021

Backup & Disaster Recovery Appliance
(Price Agreement)

RELEASED ON: 3/23/2021



Director

3/19/21
Date



SECTION A - INSTRUCTIONS

1. INTRODUCTION

The Long Beach Unified School District (District) is seeking sealed bids from qualified vendors (Bidder), to provide Backup & Disaster Recovery Appliance. The intent of this RFB process is to select a Bidder and establish a one (1) year contract with an option to extend for up to two (2) additional one-year periods based on satisfactory service/performance.

a) District Contact

The District contact (Contact) for this RFB is the sole point of contact for this procurement. All communication shall be in writing and submitted to the Contact as designated below. Bidders are not permitted to communicate with other District staff or officials about this RFB, except during pre-bid meetings and/or interviews, unless otherwise directed by the Contact. Direct written questions and/or correspondence related to this RFB to:

Contact: Toni Sampo, Purchasing Agent

E-Mail: TSampo@lbschools.net

Bidders interested in participating in this RFB should immediately provide Contact with a telephone number and an e-mail address for dissemination of addenda and/or supplemental information, as applicable. Failure to do so may result in late notifications and/or incomplete bids.

b) Deadline for Submitting Questions

Any questions regarding this RFB must be submitted, via email, to the Contact referenced above, no later than 4/5/2021 at noon. All submittals must reference the RFB number and title. Questions submitted by the deadline will receive an email response from the District no later than 4/9/2021.

c) Quantities

Quantities are based on estimated usage and the District's best estimate of future purchases throughout the term of the bid. Bidders are advised that actual orders may vary from stated quantities.

2. FORMAT AND SUBMISSION

Bids must be submitted on the provided bid forms in conformance with this RFB. Bids must be submitted in a sealed envelope with the bid number, bidder's name and address appearing on the face thereof. Bidders must complete and return the following:

- Company Information Form
- Piggyback Clause Form
- Request for Taxpayer Identification Number and Certification Form (Form W-9)
- Bid Form and Price Worksheets
- Addenda in chronological order (if applicable)



Additionally, bids must be submitted to and addressed as follows:

**LBUSD Purchasing & Contracts Branch
Attn: Toni Sampo, Purchasing Agent
RFB 04-2021 - Backup & Disaster Recovery Appliance
2201 E. Market Street
Long Beach, California 90805**

The deadline for submitting a sealed bid is **4/15/2021 at 11:00 AM**. Any bid received after this time will be returned unopened (Government Code Section 53068). It is the Bidder's responsibility to ensure that their bid arrives before the deadline. Postmarks will not be accepted in lieu of actual receipt. **Faxed or e-mailed bids will not be accepted.**

3. CONTRACT TERM

The initial contract period will be May 2021 through April 2022. The contract may be extended for up to two (2) additional one (1) year periods upon mutual consent of both parties. The District requires that all pricing contained in the bid remain firm for the initial term. The District will consider fully documented requests for price increases, to be submitted at least thirty (30) days prior to contract renewal. The District may, at its sole option, accept any changes or cancel from the contract those items concerned.

4. DELIVERY TERMS

The awarded Bidder shall deliver, at no cost to the District, the requested products to the District within thirty (30) days of receipt of purchase order. All items must be delivered, ready for use, F.O.B. Long Beach Unified School District Warehouse, 2201 E. Market Street, or location as specified in purchase order. Additionally, Bidder shall:

- Include a detailed and accurate packing slip with each delivery. Purchase order number must appear on all packages, packing slips, and invoices.

5. EQUIVALENT BRANDS

The brand specified in this bid must be compatible with existing systems; therefore, only items as specified will be considered.

6. AWARD

a) Method

After the public bid opening, via zoom meeting, where the apparent low bid is identified, bids will be reviewed to ascertain that they are in compliance with the RFB requirements. Bidders may be deemed non-responsive for failure to comply with the requirements set forth herein. Evaluation of responsive Bidders may be based on, but not limited to such factors as ability to deliver products in a timely manner, appropriateness and quality of materials, length and scope of the warranties and pricing.

In the event there are two or more identical lowest bids, the District will award to the local vendor (if any). If there is no local vendor, award will be determined in compliance with Public Contract Code 20117.



b) Award Notification

A Notification of Intent to Award will be issued to all participating Bidders identifying the lowest responsible/responsive Bidder.

Bids are subject to acceptance within sixty (60) days of closing date, and all bids shall remain irrevocably in effect for sixty (60) days after the bid closing date.

c) Commencement of Services

A written purchase order results in a binding contract without further action by either party. A Purchase Order will be issued once:

- Board authority is granted
- Insurance requirements have been met, if applicable
- Verification of current vendor W-9 Tax Form

d) Reservations

The District reserves the right to:

- Reject any and all bids, or any part of any bid
- Accept any part of the bids, at prices quoted, to the best advantage of the District, unless Bidder by indicating on bid positively limits his bid to "all or none"
- Waive any informality or minor irregularity in any bid

7. CLARIFICATION AND INTERPRETATION

The words "must" or "will" or "shall" in this RFB indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection of the bid.

The District wants to avoid any misunderstanding where it is assumed that a feature is included in the bid and turns out to be an optional, extra cost feature. Any features that are optional, extra cost items shall be clearly referenced as such in all correspondence, including RFB questions and the written Bid Form.



SECTION B - GENERAL TERMS AND CONDITIONS

1. The detailed requirements of the Bid Proposal specifications shall supersede any conflicting provisions of these General Conditions.
2. Hereinafter the word "District" means the Board of Education or its authorized representative. The general specifications are for reference only. The District reserves the right to waive any minor variations from specifications and to evaluate the bid based on the determination of what is in the District's best interest and the ability of the items to perform the task for which they are being purchased. The District will make its determination based on specifications set forth in this bid and their applicability to the end-user's needs.
3. **ADDENDA:** The District reserves the right to modify and issue addenda to this RFB. A signed copy of all addenda shall be submitted as part of the bid. Failure to include the addenda may result in a non-responsive submittal. Addenda shall become a part of this RFB and any Agreement, which may result from this solicitation.
4. **AFFIRMATIVE ACTION:** The Long Beach Unified School District is an Affirmative Action/Equal Employment Opportunity Employer and in accordance with applicable state and federal law, does not discriminate in any employment practice on the basis of age (40 and over), ancestry, color, marital status, medical condition (cancer related), national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation or sex. This policy of affording equal employment opportunities to all persons is in keeping with provisions of Title VII and Title IX amendments of the United States Code, which protect persons against discrimination.
5. **ASSIGNMENT:** No contract awarded under this proposal shall be assigned except with the District's written approval.
6. **ASSIGNMENT BY BIDDER:** Assignment by Bidder to purchasing body rights under Federal law arising from purchase pursuant to bid: In submitting a bid to public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700) or Part 2 of Division 7 of the Business Professions Code, arising from purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. The preceding provisions of this section shall be included in full in any specification for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.
7. **BID PREPARATION AND SUBMISSION:**
 - a. Bids received later than the time and date specified herein will not be considered and will be returned unopened to the Bidder (Government Code Section 53068).
 - b. All prices and other notations must be typewritten or legibly written in ink. Changes or corrections must be initialed in ink by the person signing the bid.
 - c. Bidders shall bid separately on each item, showing unit price and other required information. The unit price shall prevail.
 - d. Bidder shall quote no less than lowest net price, best delivery date, maximum discount terms for prompt payment of at least thirty (30) days, and list manufacturer and model # of the item offered.
 - e. Unless otherwise stated, bid specifications call for equipment and supplies that are new and unused, of current manufacture.
8. **CANCELLATION:** District may, at any time, with or without reason, terminate the Bid Award and compensate Bidder only for goods/services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Bidder. Notice shall be deemed given when received by the Bidder or no later than three days after the day of mailing, whichever is sooner.
9. **CONTRACT DOCUMENTS:** The complete purchase agreement includes the following documents: The advertisement for bids (when required), the bid and purchase order conditions, the specifications and drawings, the bid of the supplier and its acceptance by the District, the purchase order, performance guarantee, executed agreement, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
10. **DEFAULT BY BIDDER:** The District shall hold the Bidder responsible for any damage which may be sustained because of the failure or neglect of the Bidder to comply with any term or condition listed herein or in the purchase order, it being specifically provided and agreed that time shall be of the essence of the contract delivery requirements. If the Bidder fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and places herein stated or otherwise fails or neglects to comply with the specifications and other terms of the contract, the District may, upon written notice to the Bidder, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials,



- supplies or services elsewhere without notice to the Bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the Bidder and the surety on the performance bond, if any.
11. **DELIVERY:** No equipment shall be accepted unassembled; all equipment shall be assembled prior to (or within three business days) after delivery; and no charges for transportation, handling, containers, packing, etc., will be allowed unless otherwise specified in the bid. All articles shall be subject to inspection and acceptance or rejection by the District.
 12. **FORCE MAJEURE CLAUSE:** The parties to the contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, pandemic, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is established that the non-performance is not due to the fault or neglect of the party not performing.
 13. **PAYMENT:** Payment will be made only to the firm name written on the bid. All cash discount (prompt payment terms) shall be taken and computed from the date of acceptance of material or the date of receipt of the invoice, whichever is later.
 14. **PERMITS AND LICENSES:** Licenses must be legally held in the name as submitted on bid documents. The Bidder and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed.
 15. **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated herein. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.
 16. **PROMPT PAYMENT TERMS:** Cash discounts shall be considered in determining low bid if discount offered is for (30) day payment period or longer. Cash discounts for less than thirty (30) days shall not be considered in determining low bid.
 17. **PROPERTY OF THE DISTRICT:** All bids and materials submitted become the property of the District and may be used by the District in any way it deems appropriate. In addition, bids received will be subject to the California Public Records Act.
 18. **SAFETY AND LEGAL REQUIREMENTS:**
 - a. All materials, equipment or supplies referred to in the bid shall be in full compliance with the safety orders and regulations of the Division of Industrial Safety of the State of California, product labeling and regulations of the California Department of Consumer Affairs, and the minimum standards of the O.S.H.A., and all other laws and ordinances applicable thereto.
 - b. All electrical, radio and electronic equipment, materials, supplies and accessories called for in the specifications must bear the seal of approval of the Underwriters Lab., Inc., and/or the Electrical Testing Laboratories of the City of Los Angeles. Where seals of approval are not visibly identifiable, a signed statement of such approval shall be furnished to the District, if so requested.
 - c. Motor-driven or shock-hazard machinery and appliances must have a 3-wire cord (grounded) and 3-prong plug. If the item is "double-insulated" and so certified by U.L., grounding is not necessary.
 - d. When applicable, will be required to submit Material Safety Data sheets (MSDS) for the items awarded.
 19. **TRADE-INS & ALTERNATIVE BID:** The District may offer to purchase certain items conditioned on the agreement of the Bidder to purchase designated equipment and remove same from the District, and stating in the bid the amount that may be deducted from the bid price for furnishing the new material, as provided in § 39523 and § 81454 of the Education Code. Condition of the equipment to be turned in is to be "as is". Equipment may be inspected if desired. Bidder may either offer an exchange allowance or an alternative quotation on the same item without trade-in. Unless otherwise stated, bid specifications call for equipment and supplies that are new and unused, of current manufacture.
 20. **WARRANTY:** Period shall begin on the date that the article is placed into service by the user. Each Bidder shall state in writing the warranty on parts and labor as applicable. Additionally, Bidder shall warrant all products to be free from defects in both materials and workmanship, and will guarantee replacement and/or full refund of the purchase price. Warranty period shall begin on the date that the article is placed into service by the user.
 21. **WITHDRAWAL OR CHANGE OF BID:** Bids may be withdrawn only by letter or in person prior to the stated closing time. No change(s) or addition(s) or correction(s) or withdrawal of bids will be permitted after the stated closing time. Bids may only be withdrawn after closing with consent of the District.



COMPANY INFORMATION FORM

To: Board of Education of the Long Beach Unified School District

In compliance with the Request for Bids, the undersigned, acting for the firm named, hereby proposes and agrees, if this bid be accepted, to furnish the items and/or services at the prices quoted opposite each item, within the times indicated, and in accordance with the instructions, general conditions, and specifications set forth in these bid documents.

Company Name: _____

Address: _____

Telephone: () _____

E-mail: _____

Tax ID Number: _____

NON-COLLUSION STATEMENT: Bidder hereby certifies that this bid is genuine and not collusive or made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly, induced or solicited any other Bidder to put in sham bid, or any other person, firm, or corporation to refrain from bidding, and the Bidder has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

OBJECTION TO TERMS: If the Bidder has any objections to the terms of this RFB, these objections must be clearly addressed, in writing, on a cover letter which shall accompany the bid and shall specifically reference the particular section number, paragraph, and page number of the objection.

Principal Name

Title

Signature

Date



PIGGYBACK CLAUSE

Company Name: _____

For the term of the agreement and any mutually agreed extensions pursuant to this request for bids, **at the option of the vendor**, other school districts, community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 of the Public Contract Code.

The Long Beach Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Please initial one of the following:

Piggyback option granted _____

Piggyback option ***not*** granted _____

Acceptance or rejection of this clause will not affect the outcome of this bid.

Exclusions:



Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶

C Corporation

S Corporation

Partnership

Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

____ - _____

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ _____

Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



BID FORM

Company Name: _____

DO NOT INCLUDE SALES TAX

QTY	UOM	DESCRIPTION	PRICE EACH	EXTENDED
2	EA	INFRASCALE IDR 2750-40TB with 3 YEAR SUPPORT		
1	EA	INFRASCALE IDR 2750-60TB with 3 YEAR SUPPORT		
			BID TOTAL	\$