

**BID REQUEST
for
Dell XC Appliance Conversion, Nutanix AOS Pro Entitlement
& Product Support and Prism Pro Licenses**

Date: December 13, 2019

Bid Due On: December 20, 2019 at 4:00 p.m.

Send Inquiries and bids

Robert Boucher
Dean of Information Technology &
Chief Security Officer
Central Maine Community College
1250 Turner Street
Auburn, ME 04210

1.0 GENERAL INFORMATION

1.1 Purpose: Central Maine Community College (CMCC) is seeking bids for a Dell XC Appliance conversion and the appropriate Nutanix AOS Pro Entitlement & Product Support and Prism Pro Licenses for our Nutanix hyperconverged system. The existing hyperconverged system consists of 4 nodes in a production cluster and 3 nodes in a DR cluster. The nodes all have dual Intel Xeon E5-2650 v4 2.2GHz processors, 1.6TB Solid state drives, Nutanix Ultimate Edition and Prism Pro. The conversion is required for the ability to add additional nodes to the current system. The conversion cancels the remaining Life of Device License Term and replaces it with Capacity Based Licenses.

This Bid Request states the instructions for submitting bids, the procedure and criteria by which a vendor may be selected and the contractual terms by which the College intends to govern the relationship between it and the selected vendor.

1.2 Definition of Parties: Central Maine Community College will hereinafter be referred to as the "College". Respondents to the RFB shall be referred to as "Bidders". The Bidder to whom the contract is awarded shall be referred to as the "Contractor".

1.3 Scope: The selected Bidder will provide the Dell XC Appliance Conversion, Nutanix AOS Pro Entitlement & Product Support and Prism Pro Licenses to CMCC as outlined in this Request for Bid.

1.4 Evaluation: Each proposal will be scored using the matrix starting on page 7.

1.5 Communication with the College: It is the responsibility of the Bidder to inquire about any requirement of the RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. The College will not be bound by oral responses to inquiries or written responses other than addenda.

1.6 Award: The College reserves the right to conduct any tests it may deem advisable and to make all evaluations. The College reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the College. The College reserves the right to waive minor irregularities. Scholarships, donations or gifts to the College will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state bidders". When the bids are either both in-state or both out-of-state, the award will be made to the bid that arrives first in Central Maine Community College Information Technology Office. **The College reserves the right to purchase all or only part of the proposal.**

1.7 Award Protest: Bidders may appeal the award decision by submitting written protest to Central Maine Community College's Chief Financial Officer within five (5) business days of the award notice, with a copy to the successful bidder. The protest must contain a statement of the basis for the challenge.

1.8 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.

1.9 Debarment: Submission of a signed bid in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the College will be notified of any change in this status.

1.10 Bid Understanding: By submitting a bid, the Bidder agrees and assures that the specifications are adequate and the Bidder accept the terms and conditions herein. Any exceptions should be noted in your response.

1.11 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to Central Maine Community College's Dean of Finance and General Services. Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the College. The due date of the bid may be changed if necessary to allow consideration of the protest and issuance of writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protest shall include the reason for the protest and any proposed changes to the specifications. Protest should be delivered to the Dean of Finance and General Service's Office in sealed envelopes, clearly marked as: "Dell XC Appliance Conversion, Nutanix AOS Pro Entitlement & Product Support and Prism Pro Licenses".

1.12 Bid Validity: Unless specified otherwise, all bids shall be valid for three (3) years from the due date of the bid with the option of the College to add two (2) one (1) year extensions (no auto renewal terms will be accepted).

1.13 Errors: Bids may be withdrawn or amended by Bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low Bidder, the Bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.

1.14 Submission: The vendor may provide electronic copies of their proposal by emailing it to its@cmcc.edu with "Dell XC Appliance Conversion, Renewal of Nutanix AOS Pro Entitlement Bid Request" in the subject line. Alternatively, a signed original plus one (1) copy of the bid may be sent to the Information Technology Office at Central Maine Community College, 1250 Turner Street, Auburn, Maine, 04210 in a sealed envelope by 4:00 p.m. local time by December 20, 2019. Envelope should be marked "Dell XC Appliance Conversion, Renewal of Nutanix AOS Pro Entitlement". Bidders are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the 4:00 p.m. deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The College assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. Bids must be dated and time stamped by the College on time to be considered. Bids received after the due date and time will not be considered. Additional time will not be granted to any single bidder; however, additional time may be granted to all vendors when the College determines that circumstances require it. **Faxed bids will not be accepted.**

1.15 Tax Exempt: The College is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required. The College is exempt from the payment of Maine State Sales and Uses taxes.

1.16 Bid Acceptance/Rejection: CMCC reserves the right, in its sole and absolute discretion to accept or reject, in whole or in part, any or all proposals with or without cause. CMCC further reserves the right to waive any irregularity or informality in this RFB process or any proposal, and the right to award the Contract to other than the lowest bidder. CMCC reserves the right to request additional information from any or all Bidders. CMCC reserves the right to negotiate with one or more Bidders concerning their proposals.

2.0 CONTRACT TERMS AND CONDITIONS

2.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Bids, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the College and the Contractor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

2.3 Contract Administration: Robert Boucher, Chief Information Technology Officer, shall be the CMCC authorized representative in all matters pertaining to the administration of any contract(s) regarding the Dell XC Appliance Conversion, Nutanix AOS Pro Entitlement and Prism licenses.

2.4 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine. The Contractor agrees that any litigation, action or proceeding arising out of the Contract shall be instituted in a state court located in the State of Maine.

2.5 Assignment: Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of the College.

2.6 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with college policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The College encourages the employment of individuals with disabilities.

2.7 Sexual Harassment: The College is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not undermines the quality of the educational and working climate. The College thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as College policy by the Board of Trustees. Failure to comply with this policy could result in termination of this contract without advance notice. Further information regarding this policy is available from Barbara Owen, President's Office, Central Maine Community College, 1250 Turner Street, Auburn, Me 04210, (207) 755-5233.

2.8 Smoking Policy: Central Maine Community College must comply with the "Workplace Smoking Act of 1985" and MRSA title 22, 1541 ET seq, "Smoking Prohibited in Public Places." In compliance with this law, Central Maine Community College has prohibited smoking on campus. This rule must also apply to all contractors and workers that are on campus. The Contractor shall be responsible for the implementation and enforcement of this requirement.

2.9 Parking Regulations and Use of Walkways: Unregistered vehicles on the college campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by the City of Auburn police. Towing will be at the Contractor's expense.

2.10 Payments: Payment will be upon final acceptance of product and submittal of an invoice to the College, by the Contractor on a net 30 basis unless discount terms are offered.

2.11 Notice to vendors and bidders: Standard Terms and conditions applicable to all MCCS contrasts are as follows.

NOTICE TO VENDORS AND BIDDERS:

STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

Notwithstanding any term, condition, provision or section of any contract, agreement, license, schedule, specification, addendum, rider, exhibit or other document or source purporting to govern the transaction (collectively "contract") between _____, for itself and any subsidiaries or affiliates (collectively "Vendor"), and _____ Community College for itself and the Maine Community College System (collectively "MCCS"), Vendor recognizes the governmental status of MCCS and agrees with MCCS to the following priority terms and conditions:

1. MCCS is not obligated to:
 - a. Provide confidentiality in any manner inconsistent with the Maine Freedom of Access Act (FOAA);
 - b. Waive any intellectual property rights; any state or federal statutory or constitutional immunity; or any limitation of liability;
 - c. Provide any defense, hold harmless or indemnity to Vendor; or pay attorney's fees, legal or collection costs, or liquidated damages of any kind;
 - d. Use the Vendor exclusively;
 - e. Procure a type or amount of insurance beyond that which MCCS already maintains; waive any right of subrogation; or add any entity as an additional insured to MCCS policies of insurance;
 - f. Honor any automatic term renewal other than on a month-to-month basis;
 - g. Limit MCCS' recovery of lawful damages incurred as a result of Vendor's breach of the contract;
 - h. Limit the time period under which claims can be made or actions brought arising from the contract;
 - i. Provide precedence to Vendor's terms over MCCS' standard terms and conditions, including addenda; or
 - j. Honor any unilateral modification to the contract by Vendor.
2. The laws of the State of Maine shall govern the performance and interpretation of the contract, without regard to conflicts of laws, and the State of Maine shall be the forum for the resolution of any disputes thereon.
3. Vendor will identify at the time of contract signature which, if any, portion of Vendor's submitted materials are entitled to "trade secret" exemption from disclosure under FOAA. Failure to so identify will authorize MCCS to conclude that no portions are so exempt. Vendor will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under FOAA some or all of Vendor's submitted materials and/or contract, if any, executed between MCCS and Vendor.
4. Vendor and MCCS do not intend to or grant any rights to any third party. Vendor shall not change unilaterally any term or condition of the contract. Any early termination by MCCS shall not result in an MCCS obligation to pay more than a pro-rated amount.

With proper authorization, Vendor and MCCS executed this Rider on the date(s) set forth below.

FOR VENDOR:

FOR MCCS:

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

3.0 SUMMARY

Central Maine Community College is requesting bids from an authorized provider, seller or reseller for a Dell XC conversion and the appropriate Nutanix AOS Pro Entitlement & Product Support and Prism Pro Licenses for our Nutanix hyperconverged system. The existing hyperconverged system consists of seven nodes with dual Intel Xeon E5-2650 v4 2.2GHz processors, 1.6TB Solid state drives, Nutanix Ultimate Edition and Prism Pro. The conversion is required for the ability to add additional nodes to the current system. The AOS support for the six nodes ends November 2021 and Prism expired November 2019. AOS Support and the Prism license for the node purchased in February 2018 expires February 2023. The tables below list the quantity and part numbers CMCC is requesting bids on.

All items/components are to be listed separately.

Quantity	Part Number	Description
		Nutanix Direct Support for Existing Nodes
1	SW-AOS-PROD-PRO	License AOS Pro entitlement & prod support. 24/7 system support bundle for 5 years
24	L-CORES-PRO-PROD-5YR	License AOS Pro entitlement & prod support. 24/7 system support bundle for 1 CPU for 5 years
7	L-FLASHTIBPRO-5YR	License AOS Pro entitlement & prod support. 24/7 system support bundle for 1TB Flash for 5 years
1	SW-AOS-ULT-PRO 4-YR	License AOS Ultimate entitlement & prod support. 24/7 system support bundle 4 years
144	L-CORES-ULT-4 YR	License AOS Ultimate entitlement & prod support. 24/7 system support bundle for 1 CPU for 4 years
36	L-FLASHTIBPRO-4YR	License AOS Pro entitlement & prod support. 24/7 system support bundle for 1 CPU for 4 years

Quantity	Part Number	Description
		Nutanix Direct Support for New Node
1	SW-AOS-ULT-PRD-5YR	License AOS Ultimate entitlement & prod support. 24/7 system support bundle for 5 years
24	L-CORES-ULT-PROD-5YR	License AOS Ultimate entitlement & prod support. 24/7 system support bundle for 1 CPU for 5 years
4	L-FLASHTIBULT-PRD-5YR	License AOS Pro entitlement & prod support. 24/7 system support bundle for 1TB Flash for 5 years
1	LIC-PRS-PRO-5YR-1	License Prism Pro Edition, 5 Years

Quantity	Part Number	Description
7	22-LIC-PRS-PRO-5YR – 1-109	License Prism Pro, 5 Years

4.0 SELECTION CRITERIA

Preference will be given based on:

Criteria	Percentage Possible
Available support within 90 minutes of Auburn Maine	25%
Cost	25%
Vendor's experience and qualifications for installation	25%
Desired options and features	25%
TOTAL	100%

5.0 VENDOR BACKGROUND

1. List your company's legal name, address and telephone number.
2. How long has your company been in business?
3. Indicate whether your company is the manufacturer or the distributor of the proposed equipment. If you are a distributor, describe the terms of your agreement with the manufacturer and the manufacturer's level of support.

6.0 RFB SCHEDULE

RFB Schedule	Date
RFB issued	12/13/2019
Deadline for Questions and Responses	12/17/2019
RFB due	12/20/2019 by 4:00 pm
Winner selected and notified	12/27/2019 Tentatively by the End of Business Day

6.1 Questions will not be accepted by telephone. Questions should be submitted by email to its@cmcc.edu. CMCC will make every effort to answer questions submitted by bidders to the best of our ability by the due date. We strongly encourage bidders to submit questions as early in the RFB process as possible.

6.2 Depending on the responses to the RFB, CMCC will make every effort to select and notify the winning bidder by the end of business December 27, 2019. The college reserves the right to change the RFB schedule allowing the time necessary to make the most appropriate selection for the college.

Signature Page

Date

Signature of Vendor's Representative

Printed name and title

Vendor Firm Name

Vendor Mailing Address

Vendor City/State/Zip

Vendor Telephone