

Life School REQUEST FOR PROPOSAL

#Life-Servers-2020

SERVER PRODUCTS & SERVICES

Life School, Red Oak, Texas (Life) is seeking proposals for a server solution including equipment and services in accordance with the specifications set forth in the Request for Proposal (“RFP”).

Proposals will be accepted until **January 21, 2020 @ 2:00 PM CST**. Proposals received after this time will not be accepted. One original and three (3) copies of your proposal must be submitted along with one electronic copy on a USB drive. No award will be made until Life School has had sufficient time to evaluate the proposals. Life School reserves the right to contract in the best interest of the district.

Responses must be sealed and marked on the lower left-hand corner with the proposal name and number, name and address of the vendor, opening date and time. Fax/electronic responses cannot be accepted. Address, mail or deliver all proposals and accessory documents to:

Life School Technology Department
132 East Ovilla Road, Suite A.
Red Oak, TX 75154

Inquiries for information regarding procurement procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to rfpresponses@lifeschools.net.

Milestones for this RFP are as follows:

RFP released Friday, November 22, 2019

Non-Mandatory Bidder’s Conference: 10 AM December 10th, 2020 @ 132 East Ovilla Road, Suite A, Red Oak, TX 75154

Q&A Closes: Friday, December 20, 2020 @ 10 AM CST *No questions will be accepted or responded to after this date

Bids Due: January 21, 2019 @ 2:00 PM CST

Purchasing Forms and Additional information, including RFP documents and Q&A can be accessed at :
<https://www.lifeschools.net/apps/pages/rfps>

Life School RFP #Life-Servers-2020

1. **PURPOSE:** Life School (“Life”, the “District”) wishes to contract with a manufacturer-certified vendor to provide server equipment including servers, storage devices, switches, optics, infrastructure, network cabling, and uninterruptible power supplies as specified or equivalent, in accordance with the specifications set forth in this Request for Proposal (“RFP”). Life School further desires to contract services with the awarded vendor to “rack-and-stack”, migrate, and provide a full project management implementation of the server system.

“I understand and comply.” _____

2. **PERIOD OF CONTRACT PERFORMANCE:** The period of goods received subject to this solicitation and any resulting contract are anticipated to commence February 1, 2020 conditional upon board approval.

“I understand and comply.” _____

3. **INSTALLATION AND CONSTRUCTION PROCESSES:** The successful bidder(s) will work with Life to coordinate and resolve proposed scheduling conflicts. Access will be coordinated with the technology department and construction management team of the school district. All areas must be kept clean and no materials are to be stored on site other than those which are currently in the process of being installed; due to the construction nature of the main site, the facility security cannot be guaranteed. The awarded vendor(s) may not use the main site as a storage facility. Any changes to installation or implementation activities once a contract is completed must be preceded by an approved change order.

“I understand and comply.” _____

4. **TECHNICAL SPECIFICATIONS:** Vendors shall propose the equipment as specified or equivalent as listed below. Provided component details and specifications are a minimum requirement and any solutions not meeting minimum performance specifications as outlined may not be considered. Pricing must be presented with totals including connecting cables and all necessary termination components and must include complete installation and configuration cost as separate call outs. The vendor is responsible for providing all materials to meet specifications as presented unless otherwise outlined within this RFP. Life School reserves the right to award some, all, or none of the RFP components and to award to multiple vendors. Life School reserves the right to increase or decrease quantities at any time without prior notification at the provided cost per unit provided in the awarded proposal. Vendors are not guaranteed to be awarded both equipment purchase and installation/implementation services for a single component.

“I understand and comply.” _____

4a. **NON-SPECIFIED / EQUIVALENT RESPONSES:** Vendors providing responses as “EQUIVALENT” to the provided specifications MUST provide a side-by-side comparison of the proposed solution to the specified requested solution in a chart format. The comparison MUST provide detailed data/technical specifications which allow Life School to evaluate the performance characteristics of the proposed solution to those being requested. Failure to provide complete and accurate comparison data in the response in a side-by-side chart format may result in the disqualification of the proposal from the scoring process.

“I understand and comply.” _____

4b. **REFURBISHED / RECERTIFIED EQUIPMENT:** Responses including refurbished or recertified equipment MUST include original manufacturer warranty, be original manufacturer certified, and be eligible for identical support and services as compared to the factory new model. Failure to provide the requested components of refurbished/recertified equipment may result in the disqualification of the proposal from the scoring process.

“I understand and comply.” _____

5. **RESPONSES:** All responses must be provided using the provided table within this RFP. The table must be completed for each provided solution and site. Proposals may be provided using additional documentation and narrative information, but not in place of completion of this table. The tabular response data must be provided as a Microsoft Excel compatible electronic spreadsheet. All proposals must include detailed pricing which clearly identifies the amount per item and service, including hardware, services, and support/maintenance costs.

“I understand and comply.” _____

6. **NETWORK SERVICES PROPOSALS:** Proposals for design, services, and network components for this RFP must include, at the time of submission, a complete recommended design which includes logical and physical topologies, routing protocol design, recommended IP address spaces (public and private), an accompanying narrative and justification for the design elements, and any other documentation needed to understand the design and scope of work to be provided. Life understands that this documentation may be altered or modified upon final review and consultation after the winning vendor is awarded and prior to development of the final BOM and SOW. Quantities and models provided by Life for this section of the RFP are estimates only and may be adjusted by bidders based on recommendations in the proposals.

“I understand and comply.” _____

ITEMS REQUESTED AND SPECIFICATIONS

Server System Specifications:

- A. All proposals must represent a manufacturer certified end-to-end solution.
- B. All responses must include manufacturer and part number for all components.
- C. Server architecture should allow room for ongoing hardware scaling of compute and storage resources within the 3 host maximum.
- D. Servers DIMM's should be populated with highest capacity individual sticks to allow the District to later expand the server to maximum RAM capacity.
- E. Hosts should be sized to support Life School over the next 5 years on a maximum of 3 hosts based on 25% growth in year 1 with a continuing 15% growth in years 2 through 5.
- F. All solutions should be compatible with VMware.
- G. All solutions should comply with published best practices from the chosen manufacturer.

"I understand and comply." _____

Server System – Data Center NOC

Network Environment and Project Overview: Life currently supports 6,700 users with approximately 4,500 network devices including district and personal devices across ten geographically dispersed sites. The District uses a Dell hyper-converged Nutanix cluster with 4 hosts connected through Dell fabric switches. Hyper-V is the district's existing hypervisor. 3 of the hosts are Dell XC730xd-12's and are 5 years old. The 4th host is a Dell XC740xd and is 1 year old. Veeam is used to backup all production VM's once a night to a separate appliance within the same rack as the production servers.

The District wishes to replace their existing Nutanix deployment as well as migrate to VMware. The District would like to reuse the Dell XC740xd but is accepting proposals for a full replacement of all components. Life is open to all server architectures (traditional SAN/compute, hyper-converged, open-converged, etc..) and is seeking vendor recommendations based on the District's current usage and desired expansion goals. **Vendors can submit multiple recommendations with their proposals but must provide an explanation of the advantages, disadvantages, and considerations of each different design for the District to review.** Life School is seeking a modular server design where compute and storage can be individually expanded to grow alongside District needs. The District further wishes to limit its cluster size to a 3 host maximum to control licensing costs.

Internal traffic is primarily used for accessing internal web servers, Active Directory authentication, VoIP, client management functions related to SCCM, AV management, and updates. External traffic primarily includes Internet web browsing, video streaming, and access of hosted and cloud services such as Office 365, as well as some inbound client VPN traffic and public access to internal web services. Life's existing WAN is based on an ATT and Spectrum/Time Warner ELAN services providing symmetrical bandwidth and currently connecting ten sites with one DIA circuit located at 400 S Akard St, Dallas, TX 75202; all WAN circuits are fiber with copper or fiber handoffs to Life. All circuits operate at 1 Gbps. The Datacenter NOC has several locally hosted resources terminated to 1 and 10 Gbps interfaces. Life has full control over layer 3 between all locations. All internal IPs are based on subnetted private 10.x.x.x,

172.16.x.x and 192.168.x.x address spaces. Life has a /24 block of public IP addresses. A collapsed core model is utilized. All Internet access is currently routed through the Datacenter NOC.

Project Goals:

1. Engage engineering services for the purpose of design, configuration, and installation of all NOC components
2. Replace Nutanix hyper-converged solution with vendor recommended architecture (traditional SAN and compute model, open-converged, hyper-converged, etc.)
3. Replace Hyper-V with VMware.
4. Control sprawl and licensing costs by limiting cluster size to 3 hosts maximum.
5. Existing environment should be able to be fully run on 1 host at the time of completion of this project. Desired compute usage rate will be 25% of total available compute resources in the 3 host cluster.
6. Implement a server design that can be easily expanded into 2 or more NOC's or DR sites as the district grows.
7. Implement a server design to support high availability of internal services such as virtualized server environment, network routing, and Internet presentation of internal publicly accessible internal resources.
8. Maintain a collapsed core design to control sprawl and cost both currently and for the future.

System Specifications: Vendors are expected to provide a design and build of materials (BOM) to accomplish the project goals. All vendors are liable for ensuring completeness of the proposed BOM and appropriate matching support components, licensing, and support and maintenance. The District requires that all such components are included. Awarded vendors will be responsible for any additional costs necessary to complete the BOM to meet specific performance and component requirements for such necessary components which are not included in the final BOM once a purchase order is processed against an agreed upon BOM between the vendor and Life.

All materials are to be certified by the manufacturer. No grey market materials will be accepted. All maintenance and support must be manufacturer maintenance and support; (e.g. Cisco TAC equivalent).

Implementation Services: Proposals must include configuration, migration, setup, and installation services. Proposals must meet the minimum of the proposed scope but should include any additional consultative/engineering activities to meet best practice design. All proposals must include a complete proposed scope of work for all installation services.

Scope:

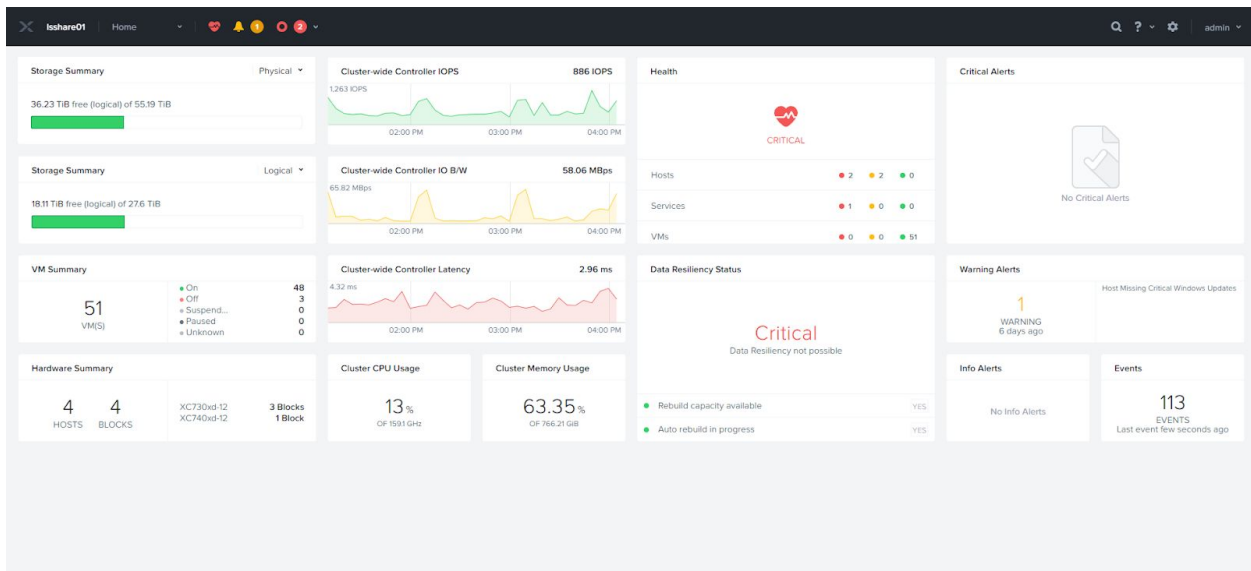
1. Implementation services must be proposed to be performed by Cisco Certified Network Professional or manufacturer equivalent staff.
2. Vendor will evaluate current environment configuration for all relevant nodes including but not limited to: V2V migrations, current storage and compute usage, and current performance requirements of throughput and IOPS.
3. Vendor will consult with Life to identify all configuration requirements for the new implementation, including all elements reviewed as part of the current environment and all

other relevant design components.

4. Vendor will develop full configuration proposals for all relevant nodes, using best practices
5. Vendor will present configuration proposals to Life staff for review
6. Vendor will stage accepted final configuration to all relevant nodes prior to physical installation with the assistance of Life network staff
7. Vendor will engage with Life network staff to deploy all materials in an agreed upon phased approach
8. Vendor will be responsible for full testing and verification of complete environment functionality per specifications and any remediation/resolution necessary to ensure that the environment functions per specification
9. Vendor will provide consultative and on-site response within 2 hours for business affecting issues related to materials, design, or implementation for 30 days from implementation completion to project sign off

SERVER SYSTEM (DataCenter NOC) – SUPPORTING DOCUMENTS:

Nutanix Usage Snapshot 11-7-2019



Live Optics Reports Are Available at <https://www.lifeschools.net/apps/pages/rfps>

7. **DOCUMENTATION:** ALL APPLICABLE resources must be FULLY inventoried and documentation provided. This includes: component manufacturer part number, component description, component serial number, and specific component installation location by site and closet/room. This documentation must be provided PRIOR to installation of any component and reviewed and approved by Life School prior to ANY installation. The awarded vendor(s) is responsible

to provide full as-builds for all components which include detailed labeling of components in the correct locations utilizing provided site plan drawings; no 3rd party layouts will be accepted for physical cabling plant, structured cabling, or network rack as-built documentation. As-built documentation for network infrastructure must include all logical and physical layer drawings and configuration documentation.

8. **MAINTENANCE AND SUPPORT:** All electronics must include manufacturer's bundled warranty for minimum of 1 year.

Return this **Request for Proposal** document along with proposal information organized into the following sections and appropriately indexed/labeled:

- a. **Proposal Section A, Executive Summary.** A top level summary that highlights the major features/most important aspects of the proposal, containing a concise description of the proposed solution, limited to two pages. It should clearly indicate any options or alternatives offered. In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Summary.
- b. **Proposal Section B, Background.** Describe the company, its size, number of employees, and annual sales volume. This shall include a brief history of the offering firm, emphasizing its experience in providing product/services to education customers comparable to Life.
- c. **Proposal Section C, Proposal Pricing.** Price each item listed in Section 4 along with interconnecting cables and installation services. Any surcharge, fee and/or tax must be itemized in the proposal response. Provide a recap on a single page of the total costs for switches (including unit cost each), routers, UPS equipment, cables, and services. **ALL PROPOSALS MUST INCLUDE DETAILED PRICING WHICH CLEARLY IDENTIFIES THE AMOUNT PER ITEM AND SERVICE, INCLUDING HARDWARE, SERVICES, AND SUPPORT/MAINTENANCE COSTS.**
- d. **Proposal Section D, Support Services.** Define the warranty, maintenance terms and conditions. Explain in detail the support options provided for the product once it is in production, including the quantity of support staff, method of escalation of urgent cases and location of support staff. The vendor will also include the qualifications and certifications of the technicians who will be assigned to stage, configure and deploy the equipment.
- e. **Proposal Section E, Alternative Proposals, Exceptions and Clarifications.** Vendors may provide more than one solution in order to provide alternative creative proposals that the District may not have been aware of or considered. Any alternatives and/or exceptions to the RFP specifications must be detailed and clearly noted in this Section.
- f. **Proposal Section F, Proposed Contract.**
- g. **Proposal Section G, Attachments.** Life School purchasing documents completed, signed.

9. **AWARD:** Proposals will be evaluated by a Life committee. Life reserves the right to award either “all or none” or portions thereof, whichever is in the best interest of the district. All proposals submitted for products and services will be carefully considered, with price being the primary factor, and the proposal selected will be for the most cost-effective service offering.

10. **INSTALLATION AND HARDWARE SEPARATION:** All bids for design, configuration, and installation services must be proposed as separate items from hardware components. The cost of design, configuration, and installation services may not be based on Life buying the hardware proposed within the vendors hardware response. The District reserves the right to award either “all or none” or portions thereof, whichever is in the best interest of the district and may issue awards of installation and components to separate vendors.

10. **BID EVALUATION CRITERIA:**

| Criteria | Points |
|---|--------|
| Purchase Price: Eligible Goods and Services 30 = Lowest price 25 = Second lowest price 15 = Third lowest price | 30 |
| Reputation of the vendor and the vendor’s goods or services 10 = Good reputation of vendor and vendor’s goods or services 5 = Fair reputation of vendor and vendor’s goods or services 0 = Poor reputation of vendor and vendor’s goods or services | 10 |
| Quality of the vendor’s goods or services | 10 |
| Extent to which the goods or services meet the District’s needs 10 = Goods or services meet most or all district requirements 5 = Goods or services meet some district requirements 0 = Goods or services do not meet the needs of the district | 10 |
| Vendor’s past relationship with the District 10 = Past positive relationship with district 5 = Past relationship with other school districts 0 = Past negative relationship with district | 10 |
| Total long-term cost to the District to acquire the vendor’s goods or services | 10 |
| Safety and suitability for the intended use | 5 |
| Vendor's delivery capabilities, warranty and warranty service history | 10 |
| Non-responsive, incomplete, and incomprehensible bids | -20 |
| For a contract for goods and services other than those goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or vendor's ultimate parent company or majority owner has its principal place of business in this state; or employs at least 500 persons in this state | 5 |

| | |
|-------|-----|
| TOTAL | 100 |
|-------|-----|

Life School STANDARD TERMS AND CONDITIONS

The following terms and conditions are requirements that bind the Vendor that is awarded a bid or proposal. These terms and conditions communicate the District’s expectations with regard to the Vendor’s performance in connection with the District’s purchase.

Life School may also be referred to as “Life School,” “Life,” “Buyer,” or “the District” throughout this and related documents.

Vendor may also be referred to as “Supplier,” “Seller,” “Bidder,” or “Contractor” throughout this and related documents.

The words “bids, proposals, competitive sealed proposal, quotes” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions are applicable on all bids, requests for proposals, quotes, competitive sealed proposals, etc. to which they are attached.

1. Pursuant to Texas Education Code § 44.034(a), contractors or sub-contractors must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The Notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate a contract with a person or business entity if the school district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. TEX. EDUC. CODE § 44.034(b).

Additionally, pursuant to Texas Education Code § 22.0834 and Texas Government Code § 411.082, Vendor will, at least annually, obtain criminal history record information that relates to an employee, applicant, or agent of Vendor, if the person has or will have continuing duties related to the District, and the duties are or will be performed on the District’s property or at another location where students are regularly present. Vendor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony or a misdemeanor involving moral turpitude from the District’s property or other location where students are regularly present. The District shall determine what constitutes “moral turpitude” or “a location where students are regularly present.” Vendor understands that failure to comply with the requirements of this section may be grounds for termination of any Agreement.

2. Possession of firearms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. The use of tobacco products is not allowed on school district property.

3. Bid Submittal: ALL bids must be additionally provided in hard copy as sealed bids, delivered to the Life School Purchasing Department by the Close Date and Time. Life School is not responsible for lateness of mail, carrier, etc., and the time/date stamp clock in Life School Purchasing Department shall be the official time of receipt. If mailed or delivered, bid must be submitted in a sealed envelope with Vendor's name, bid name and bid number clearly written on the front of the outer envelope. No faxed bids will be accepted.

NO BIDS WILL BE ACCEPTED AFTER THE CLOSING DATE

4. Brands and Models: Brands and model numbers, where listed, are used for specification reference only, unless otherwise stated, and are not intended to limit the District's consideration of an approved equal. Descriptive information or samples may be requested for any item bid other than the referenced item.
5. All items bid must be new, unused, and in first-class condition unless otherwise requested by the District; no grey market materials will be approved by the District. Materials sold to or installed in any Life School facility are not to contain any asbestos material. Any Vendor who sells or installs asbestos containing material in any Life School facility shall be liable for and shall be required to bear the entire burden of any or all expenses associated with the removal and replacement of the material.
6. Equivalent Clause: If bidding on other than referenced specifications, Vendor's bid must show the specifications, manufacturer, brand, model, etc. of the product being offered. If other than brand(s) specified is offered, complete descriptive information of each product being offered must be included with Vendor's bid.

In every case, Life School, in its sole discretion, will determine if a product is an approved equal. If brands other than that specified are offered, complete descriptive information of said article must be included with the bid. If Bidder takes no exception to specifications or reference date, Bidder will be required to furnish brand names, models, etc. as specified.

- a. Samples, when requested in the bid specifications, must be furnished with the bid, or the bid will be disqualified. When samples are requested after the bid opening, they must be furnished within five (5) school business days of the request at no cost to the District, or the bid will be disqualified. If not destroyed in examination, they will be returned to Bidder on request.
 - b. Once the contract is awarded, no substitutions of the products on the orders will be allowed without specific written consent from the Director for Purchasing Services. An approval for substitution on one order does not equate to automatic approval for substitution on subsequent orders. Application of the product must be reviewed for each project, job, and use.
7. Products delivered that are determined by the District not to be of equal or comparable quality to the requested articles shall be promptly picked up by Vendor as requested and scheduled by the District, at no expense to the District, and replaced with the product specified at the same

price as bid. Products or services bid and provided under any subsequent orders must conform to appropriate local, State and Federal ordinances, and statutes and regulations governing the manufacture, sale, safety and installation of the products or provision of services.

8. Material Safety Data Sheets (“MSDS”): The District requires product verification in the form of MSDS reports submitted at the time of the bid opening and on any product offered by a vendor if applicable.

9. Evaluation:

(a) In evaluating qualified bids, the following considerations will be taken into account for award recommendations: (1) purchase price (PRIMARY FACTOR), (2) quality of Vendor’s goods or services, (3) reputation of Vendor and Vendor’s goods or services, (4) the extent to which the goods or services meet the District’s needs, (5) Vendor’s past relationship with the District, (6) total long-term cost to the District to acquire Vendor’s goods or services, (7) impact on the District’s ability to comply with laws and rules relating to historically underutilized businesses, (8) safety and suitability for the intended use, (9) Vendor’s delivery capabilities, warranty, and warranty service history, (10) non-responsive, incomplete, and incomprehensible bids, and (11) for a contract for goods and services, other than those goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether Vendor or Vendor’s ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state. The District reserves the right to conduct any tests, evaluations, or comparisons it deems necessary to complete the evaluation process and awards on the basis of best value to the District. The District may award a contract for any or all sections of this bid and/or by individual items or combination of items. The District does not purchase on the basis of low bid alone. The District follows the criteria set forth by statute.

(b) Evaluation for purchases made with federal funds: In addition to the criteria stated above in 9(a), the following considerations will be taken into account for award recommendations: (a) the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals is prohibited, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference; (b) when contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract; (c) impact on the District’s ability to comply with laws and rules relating to historically underutilized businesses to provide for consideration to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible; (d) for each contract in which there is no price competition, and in all cases where cost analysis is performed, consideration of profit as a separate element of the price shall be made, and to establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

10. The District reserves the right to decrease by 100% and/or increase the quantity listed in the specifications at the same bid price at any time, beginning with the approval of the Board of Trustees of Life School.
11. The District reserves the right to (1) reject any, part of any, or all bids, (2) award the contract for any item as it may appear advantageous to the District, and/or (3) waive any informalities or irregularities in the bidding process. In case of tie bids, the District will award according to District policy CH (Legal).
12. Life School, may at its sole option, extend this bid for an additional sixty (60) days from the date of expiration, under the same pricing and terms and conditions, if it is determined by the District that additional time is required to avoid a contract lapse.
13. Life School is a participating member of numerous cooperatives. As such, Life School has executed Inter local Agreements, as permitted under Chapter 791 of the Government Code, with certain other governmental entities authorizing participation in cooperative purchasing programs.
14. In absence of a mutually agreed contract document, it is understood and agreed that, once Vendor has taken action to fill a purchase order for any or all items, a contract shall thereby be created pursuant to and subject to these standard terms and conditions set forth herein. To the extent a vendor's terms or conditions differ, Life School terms and conditions shall control.
15. The successful Bidder must comply with the following federal laws regarding contracts:
 - a. Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708.
 - b. Equal Employment Opportunity Act.
 - c. Energy Policy and Conservation Act (P.L. 94-163).
 - d. Equal Opportunity and Affirmative Action Employer.

Neither party shall discriminate because of race, color, religion, sex, age, national origin, handicap, or status as a Veteran, as defined and prohibited by applicable government law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning personnel. In addition, Bidder affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11750; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1976; and Public Law 95-507.

16. Seller of Package Goods: Seller will package goods in accordance with good commercial practice.

Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided and agreed to by the District. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

17. Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
18. Title and Risk of Loss: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery and has taken action to specifically signify that the Buyer accepts the goods as conforming. Mere acceptance of delivery shall not be acceptance as conforming.
19. No Placement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided. Where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
20. Delivery Terms and Transportation Charges: F.O.B. Destination. All freight/delivery charges are to be included in the line item bid prices. If the shipping and handling costs are not included in the bid price of each line item, the bid cannot be fairly compared and evaluated and it WILL NOT be considered due to being NOT AS SPECIFIED. No additional freight or delivery charge for line items will be paid on invoice unless agreed to by Life School ISD. No tailgate or curbside deliveries will be permitted; shipment must arrive at destination with proper equipment to make delivery inside Buyer's building.
21. Life School is not liable for orders accepted without a purchase order.
22. Inspection Requirements: Final inspection and testing shall be made at the site after delivery and installation. In case of rejection of installed products & services because of failure to meet contract requirements, or as otherwise provided herein, Vendor shall, without charge, promptly cure any insufficiencies in order to meet the contract requirements without any additional expense to the owner.
23. Invoices and Payments:
 - a. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number and be itemized, and transportation charges, if any, shall be listed separately. The delivery by Vendor shall be accompanied by a set of commercial invoices (one original and one duplicate copy) on the Vendor's regular invoice

form. Payment will not be made on partial shipments of purchase orders unless the invoice only indicates the items that were shipped. Payments will be made within thirty (30) days. Vendors should keep the District's Accounts Payable Department advised of any changes in remittance address by providing notice to the following address: Life School, Attn: Accounts Payable, 400 S Zang Blvd, Suite 700, Dallas, Texas 75208.

- b. Do not include Federal Excise, State or City Sales Tax. Life School is exempt from taxation under the Sales Tax and Use Tax Laws. Tax exemption number is listed on all purchase orders or will be provided by the Purchasing Services Department upon request.
 - c. Life School is subject to the Texas Prompt Payment Act, Texas Government Code Chapter 2251.
24. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the school district with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer, pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
25. **Warranty Price:**
- a. The price to be paid by Life School shall be that contained in Vendor's offer which Vendor warrants to be no higher than Vendor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices of the items shall be reduced to Vendor's current prices on orders by others, or in the alternative, Life School may cancel this contract without liability to Vendor whatsoever.
 - b. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by Vendor for the purpose of securing business. For breach or violation of this warranty, Life School shall have the right, in addition to any other right or rights, to cancel this contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
26. **Warranty Products:** Seller shall not limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
27. **Safety Warranty:** Seller warrants that the product sold to Buyer shall conform to the standards

promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

28. No Warranty by Buyer Against Infringements: As part of this contract for sale, Vendor agrees to ascertain whether goods manufactured in accordance with the specifications included in this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Life School makes no warranty that the production of goods according to the specification(s) will not give rise to such a claim, and in no event shall Life School be liable to Vendor for indemnification in the event that Vendor is sued on the grounds of infringement or the like. If Vendor is of the opinion that an infringement or the like will result, he/she will notify Life School to this effect in writing within two (2) weeks after signing of this agreement. If Life School does not receive notice and is subsequently held liable for the infringement or the like, Vendor will indemnify and hold Life School harmless. If Vendor in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract may be null and void, at Life School's sole option, at which time Life School may pay Vendor the reasonable cost of his/her search as to infringements.
29. Cancellation: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that Buyer may have in law or equity.
30. Termination: The performance of work under this contract may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth herein.

The District shall have the right to terminate any Agreement or Contract with or without cause upon 10 days' notice to Vendor.

Valid causes for termination of this contract by the District for cause include, but are not limited to:

- a. Lack of funds by the District. Lack of funds includes, but is not limited to, non- appropriation and/or non-availability of funds.
- b. Non-compliance with all federal regulations including, but not limited to the "Contract Work Hours and Safety Standards Act," "Equal Employment Opportunity Act," and the "Energy Policy and Conservation Act" by Grantee.
- c. Failure to meet bidding specifications as determined by Life School.

- d. Failure of the successful Bidder to deliver the item(s) within the specified time.
- e. Delivery of items on two (2) or more occasions that are rejected by the District.
- f. In the event that Bidder becomes insolvent or commits act of bankruptcy, Bidder shall notify the District in writing immediately.
- g. Breach of warranties or service agreements.
- h. Breach by Bidder of any term or condition of the contract.
- i. Any attempt by the successful Bidder to misrepresent the product or service provided. (i.e., listing a product as the product ordered on the statement of charges and shipping a non-approved alternate.
- j. Any unethical business practice, or attempt to misrepresent or commit fraud against the District.

The basis for settlement prior to completion of the contract will, at Life School’s discretion, be non-payment to the successful Bidder (Grantee), assessment of liquidated damages, and any other remedy at law or in equity available to Life School. Bidder agrees that this is a reasonable cost to compensate Life for time and effort involved in procuring replacement products, goods, or services, which cost would be difficult, if not impossible, to compute with certainty, and does not constitute a penalty. Assessment of liquidated damages does not preclude Life School from seeking and obtaining other remedies as set forth in this solicitation or any other remedy at law or in equity available to Life School.

Violation or breach of the federal requirements entitled “Contract Work Hours and Safety Standards Act,” “Equal Employment Opportunity Act,” and “Energy Policy and Conservation Act” may be grounds for termination of the contract and for debarment from future bidding.

- 31. Other Contractual Obligations: For contracts awarded in excess of \$10,000.00 by the school district, the successful Bidder and their contractors or sub-grantees must be in compliance with executive order 11246 “Equal Employment Opportunity” as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60) - Executive Order 11246, as amended, prohibiting job discrimination because of race, color, religion, sex, or national origin and requiring affirmative action to ensure equality of opportunity in all aspects of employment.

The successful Bidder must agree to provide to the school district, the Texas Education Agency, the Comptroller General of the United States, or any other duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The successful Bidder must also agree to maintain all required records for five (5) years after the school district makes final payment and all other pending matters are closed.

For contracts awarded by the school district for \$2,500.00 or more, the successful Bidder and subgrantees must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 C.F.R., Part 5) Section 103. Each Contractor is required to compute wages of every laborer and mechanic on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of eight hours per day or forty hours per week shall be compensated at a rate of not less than 1.5 times the basic rate of pay. No Contractor may require a laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

Successful bidders must comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

For contracts awarded by the school district for construction and repair, the successful Bidder and sub-grantees must include a provision in the contract and sub-grants for compliance with the Copeland "Anti-Kickback" Act. This Act provides that each Contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation, to which he/she is otherwise entitled.

For all construction contracts in excess of \$2,000.00, the successful Bidder and sub-grantees shall include a provision for compliance with the Davis-Bacon Act. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages established by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

32. Right to Assurance: In the event the District, in good faith, has reason to question the Vendor's intent to perform under the contract, the District may demand that the Vendor provide written assurance of its intent to perform. In the event that a demand is made and no assurance is provided within five (5) business days, the District may treat this failure as an anticipatory repudiation of the contract.

33. Force Majeure: If by reason of Force Majeure, either party shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within fourteen (14) days after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure, as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, land sinkage, lightning, earthquake, fires, hurricanes, storms, floods, washouts,

droughts, arrests, restraint of government and people, civil disturbances, explosions, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

34. Assignment Delegation: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
35. Waiver: The waiver by either party of a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of the remaining provisions. Notwithstanding anything contained herein to the contrary, no provision herein may be construed as a waiver of the District's sovereign immunity.
36. Governing Law and Venue: This Agreement shall be construed and governed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Both parties agree that venue for any litigation arising from this contract shall lie in Dallas County, Texas.
37. Prohibition Against Personal Interest in Contracts: Any School Board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Ch. 171.

For Vendor or other person doing business with local governmental entity:

A Conflict of Interest Questionnaire must be filed in accordance with Chapter 176, Local Government Code by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law, this Questionnaire must be filed with the records administrator of the local governmental entity not later than the seventh (7th) business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) reflecting the newly updated law for a vendor doing business with local governmental entity is attached hereto.

38. Penalties for Non-Performance: If, at any time, Vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, Life School reserves the right to:
- a. Purchase on the open market and charge Contractor the difference between contract and actual purchase price, or
 - b. Deduct such charges from existing invoice totals due at the time, or
 - c. Cancel the contract within ten (10) days by written notification of intent.
39. Liens: All goods delivered or labor performed under this contract shall be free of all liens and upon request, a formal release of all liens will be delivered to the District.
40. Vendor agrees to abide by and comply with the District's Board Policies, rules, and regulations.
41. For any proposed multi-year Agreement by and between the District and any Vendor, should the District's Board of Trustees not approve funds for such Agreement, the Agreement shall automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation of the District.
42. Contracts Under Federal Awards: In addition to the terms and conditions herein provided, all contracts made by the District with a vendor under a Federal award must contain provisions covering the following, as applicable:
- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - c. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal

- entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C.

1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (“EPA”).

- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Life School – RFP# Life-Servers-2020 - RESPONSE FORM

***** REQUESTING PROPOSALS FOR MANUFACTURER AND PART NUMBER LISTED OR EQUIVALENT *****

***Complete this form including all proposed components, itemized costs, and service/design/installation costs as separate line items. Responses should at a minimum include the required components as requested within the RFP, but should be amended to include any additional/alternate materials/resources/components which the vendor believes is necessary to provide a complete functioning solution. Responses which include additional/alternate components must include an explanation for such changes. **This response form must be provided in digital, Microsoft Excel format. Hard copies will be accepted but NOT IN EXCLUSION OF THE DIGITAL COPY.**