



**SEDGWICK COUNTY, KANSAS**

***DIVISION OF FINANCE***

**Purchasing Department**

604 N. Main, Suite F

Wichita, KS 67203

Telephone (316) 660-7255

Fax (316) 383-7055

**Request for Bid**

**#06-0164**

**Xiotech Magnitude 3D 3000s**

November 9, 2006

Sedgwick County, Kansas (hereinafter referred to as *County*) will accept bids for Xiotech Magnitude 3D 3000s hardware, software and services for the Sedgwick County Division of Information and Operations.

Carefully review this Request for Bid, it provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate in the bid process, one (1) original of the entire document must be completed and faxed to the Sedgwick County Purchasing Department at (316) 383-7055 on or before **1:45 p.m. CST, Wednesday, November 15, 2006.**

Responses must be sealed in an envelope/container and marked with firm name and address, bid number, and bid open date, and bid opening time.

Late or incomplete bids will not be accepted and will not receive consideration for final award.

Kandace Johnson, CPPB  
Senior Purchasing Agent

## **1. GENERAL REQUIREMENTS**

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified. The successful vendor must:

1. Have the hardware, software, resources and personnel necessary to provide the Magnitude 3D 3000's System.
2. Have a minimum of two (2) years experience installing systems.

## **2. SPECIFICATIONS**

<b>QTY</b>	<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
		<b><i>SYSTEM - 3000 s</i></b>		
1 Each	800641-000	Magnitude 3D 3000s iSCSI Cluster Hardware Package-Includes 1 ICON, 2 Model 3000 DCNs, 6 Dual-port Fibre Channel Interface cards, 2 Dual-port iSCSI Interface cards, 2 Fibre Bay II bays, 4 host port activation and Storage Monitor base software bundle (1 Storage Monitor Server, 1 Magnitude 3D3000 agent, 1 host server agent, and 1 fibre channel switch agent). Requires DataScale Platform Manager Level 3	\$	\$
		<b><i>CONNECTIVITY - CABLES</i></b>		
12 Each	840056-005	Cable – 2m LC Duplex/LC Duplex Fiber Optic Patch Cord	\$	\$
8 Each	840056-000	Cable – 5m LC Duplex/LC Duplex Fiber Optic Patch Cord	\$	\$
		<b><i>DRIVES &amp; BAYS – FIBRE – ENTERPRISE</i></b>		
3 Packs	800548-000	146 GB 10,000RPM SBOD Drive 16 Pack – 16Pack Magnitude Fibre Channel Hard Drive with super-cooled, ESD-protected, hot-swappable drive shuttle	\$	\$
		<b><i>DRIVES &amp; BAYS – FIBRE –BAYS</i></b>		
1 Each	770548-000	Fibre Bay II with 16 drive slots – 3U drive bay, 16 Fibre Channel drive count capacity, SBOD technology	\$	\$
		<b><i>SOFTWARE – 3D</i></b>		
1 Each	800562-002	Datascale Capacity Manager (03.6TB) Provides dimensional virtualization	\$	\$
1 Each	210075-003	Datascale Capacity Manager Upgrade (03.6TB to 04.8TB)	\$	\$
1 Each	210075-004	Datascale Capacity Manager Upgrade (04.8TB to 06.0TB)	\$	\$
1 Each	210075-037	Datascale Capacity Manager Upgrade (06.0TB to 07.2TB)	\$	\$
1 Each	210047-000	Datascale Copy for Magnitude 3D 3000 and Magnitude 3D Systems	\$	\$

1 Each	210053-000	Datascale Geo-Replication (1 Cluster License) Provides dynamic VDisk replication and management between Dimensional Storage Clusters that are distributed locally or across geographic locations	\$	\$
1 Each	800567-000	Datascale Platform Manager (Level 3) – Provides support for system virtualization and management of Dimensional Storage Cluster components of a Magnitude 3D s-class systems. Provides support for system scaling including dual-controller, intra and cross-controller failover, array scaling and management. Provides support for system performance, pathing and redundancy capabilities for s-class systems.	\$	\$
		<b>SOFTWARE – MAGNITUDE</b>		
3 Each	210055-000	Magnitude Management Service (1 Magnitude) Provides management, control, and monitoring of the Magnitude from the ICON.	\$	\$
		<b>PROFESSIONAL SERVICES – INSTALLATION/CONSULTING/STAFF AUG.</b>		
1 Each	010015-000	Field Installation: Magnitude 3D Cluster A statement of work can be found at <a href="http://www.xiotech.com/PSM3Dlv001">http://www.xiotech.com/PSM3Dlv001</a>	\$	\$
1 Each	020130-011	Magnitude 3D 3000 System Warranty Uplift from NBD to 4 Hour Response (available only in Support Zone 1 – period of 1 year)	\$	\$
1 Each	020130-002	Magnitude 3D Standard Hardware Warranty 2 Year, Next Business Day	\$	\$
1 Each	020131-011	Standard Magnitude 3D Software Maintenance Remainder of 1 <sup>st</sup> Year	\$	\$
		<b>SPARES &amp; OTHER HARDWARE – 3D</b>		
2 Each	800507-000	Power Distribution Unit, 220V	\$	\$
1 Each	020112-000	Standard Shipping	\$	\$
		<b>GRAND TOTAL</b>		\$

### **3. INSTALLATION**

Installation will be in the Data Center located at 510 N. Main, Wichita, KS 67203. Installation should be completed no later than one week after receipt of equipment. Sedgwick County will provide UPS and clean power to plug into. Pricing must include delivery and installation to 510 N. Main, 2<sup>nd</sup> floor.

### **4. INSURANCE REQUIREMENTS**

The vendor shall furnish a certificate of insurance naming Sedgwick County as an “additional insured” in the minimum amounts as specified herein. All insurance must be with an insurance company with a

minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of the vendor to ensure that any and all approved subcontractors meet the minimum insurance requirements.

The vendor shall furnish the County with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences. Renewal of expiring certificates shall be furnished to the County 30 days prior to expiration.

The following minimum coverage is generally required of vendors providing services:

Workers Compensation	Applicable State Statutory
Employers' Liability	\$100,000.00
Contractor's Liability Insurance	

Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability

Bodily Injury	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability – Owned, Non-owned and Hired	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00

## **5. INDEMNIFICATION**

The vendor agrees to indemnify and hold harmless the County, its officers, employees, and agents, from and against all claims, damages, losses, and expenses arising out of the submission of your bid and any possible subsequent limitation on the amount or type of damages, compensation or benefits payable for or by the vendor or any agent of the vendor under the Workers' Compensation Act, Disability Benefit Acts or other employee benefits acts.

## **6. REQUEST FOR BID CONDITIONS**

In submitting a response to this Request for Bid, vendors hereby understand the following:

1. Pricing offered in the bid document will be provided to other local governments and governments whom Sedgwick County regularly enters into cooperative agreements.
2. Sedgwick County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County.
3. Alternate bids (two or more bids submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the bid specifications will control.
4. Bidders MUST return, completed copies of the entire document to the Sedgwick County Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, on or before the date and time specified. Bids must be sealed in an

envelope and marked with the firm name and address, bid number, bid opening date, and bid opening time. The time clock stamp, located in the Sedgwick County Purchasing Department will determine the time of receipt.

5. All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment.
6. Bids submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Bid. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
7. Sedgwick County interprets the term "Lowest Responsible Bidder" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as the availability of service(s), part(s) material(s) and/or supply(s), maintenance and labor cost of items upon which bids are received.
8. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information to assist Sedgwick County in analyzing your bid.
9. If the supplier refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Bid or purchase order, Sedgwick County may, by written notice, terminate the contract or purchase order.
10. The supplier will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
11. The successful bidder will hold and save Sedgwick County, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County.
12. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a Sedgwick County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
13. All items must be properly packed, if applicable, to insure delivery in good condition, and in accordance with instructions listed on the face of the Request for Bid or purchase order, if any.
14. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
15. The Bidder agrees to comply with K.S.A. 44-1030.
  - a. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
  - b. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
  - c. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
  - d. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
  - e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
16. The vendor responding to this bid solicitation proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
17. It will be understood that the bidder's sureties and insurers are subject to the approval of the County.

18. Upon award, the bidder agrees to execute and deliver to the County a contract in accordance with the contract documents (if applicable) within ten days of notice of the award to the bidder. The bidder agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the bidder will be liable for the County's actual damages that exceed the amount of the surety.
19. It will be understood that time is of the essence in the bidder's performance. The bidder agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the contract documents, the bidder will be liable for payment of the sums stipulated in the contract documents as liquidated damages, and not as a penalty.
20. The bidder hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Bid, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid documents. The bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
21. It will be understood that any bid and any and/or all referencing information submitted in response to this Request for Bid will become the property of Sedgwick County, and will not be returned. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
22. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
23. By submission of a response, the bidder agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Bidders will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their bid/quotation. The bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
24. Unless specified otherwise, all items bid are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
25. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.
26. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
27. The bidder must provide Sedgwick County with a toll-free telephone number, or accept collect calls. FAX numbers should also be provided if available. Information regarding the procurement process may be obtained from the Sedgwick County Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, (316) 660-7255.
28. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Bids must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for Bids which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a bid response via facsimile does NOT relieve the bidder of: (1) responsibilities

stated in the document (such as attendance at a mandatory pre-bid conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of bid sureties (bonds, certificates of insurance, etc.).

**BID RESPONSE FORM**  
**06-0164**  
**Xiotech Magnitude 3D 3000s**

The undersigned, on behalf of the bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Bid and understand all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

FIRM NAME \_\_\_\_\_ DATE \_\_\_\_\_

CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ OFFICE HOURS \_\_\_\_\_

TAXPAYER I.D. \_\_\_\_\_

GENERAL NATURE OF BUSINESS \_\_\_\_\_

COMPANY WEBSITE \_\_\_\_\_ E-MAIL \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

TYPE OF ORGANIZATION: Public Corporation  Private Corporation

Sole Proprietorship  Partnership  Minority Business  Woman-Owned Business

Small Business  Manufacturer  Distributor  Retail  Dealer

WE ACKNOWLEDGE RECEIPT OF ADDENDUMS: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing)

NO \_\_\_ DATED \_\_\_\_\_; NO \_\_\_ DATED \_\_\_\_\_; NO \_\_\_ DATED \_\_\_\_\_;

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature \_\_\_\_\_ Title \_\_\_\_\_

**Your response must include all pages of this document.**

**State number of days for delivery after receipt of Purchase Order \_\_\_\_\_**