

OWENS VALLEY CAREER DEVELOPMENT CENTER

TUNIWA NOBI FAMILY LITERACY, NÜMÜ YADOHA LANGUAGE PROGRAM, AFTERSCHOOL PROGRAM, TRIBAL TANF, CAREER EDUCATION, EARLY HEAD START, KERN INDIAN EDUCATION CENTER

Request for Proposals 22-23-40

DATE: November 23, 2022

PROJECT TITLE: Data Center Refresh

PROPOSAL DUE DATE: Proposals must be received by **January 7th, 2023 at 5:00pm PST. In the event no proposals are received from qualified bidders by the close date; this RFP will remain open until an agreement is awarded. Email (electronic) responses are preferred.**

SUBJECT/PURPOSE OF MEMO: Owens Valley Career Development Center is a Tribal Consortium located in California and organized under the Indian Self Determination Act. OVDCD receives and administers several Federal and State Grants including a Early Head Start Program Grant, California Department of Education Indian Education Grant, Tribal TANF Grants and Native American Career and Technical Education Program Grant for the benefit of Tribes and communities in Inyo, Mono, Kern, Tulare, Kings, Fresno and Ventura Counties. **OVDCD is seeking bids from qualified vendors to refresh OVDCD's Datacenter located in Bishop, California and implementation of a Disaster Recovery Site located in Visalia, California with a Virtualized Solution. Proposals to include new Servers, Rack, Uninterrupted Power Supply, Storage and required Storage networking systems that provide upgraded storage capacity and compute resources that facilitate Disaster Recover (DR), High Availability (HA), and Business Continuity internally. This project will be funded entirely with Government Grant funds.**

Request for Proposals are subject to Section 7(b) of the Indian Self Determination & Education Act (**25 USC 450e (b)**) which provides to the greatest extent feasible, preference and opportunities be given to American Indians and American Indian owned business enterprises, **2 CFR Section 200.321** requiring OVDCD to take all necessary affirmative steps to assure minority firms, women's business enterprises and labor surplus area firms are used when possible and **45 CFR 75.327 to 75.340**. Preferences may be given to vendors or products that are environmentally-friendly, use recycled materials, are recycled, use energy-saving technology or other ecologically beneficial techniques. In accordance with Public Law 103-333, the "Department of Labor, Health and Human Services, and Education, and related Agencies Appropriations Act of 1995," the following provisions are applicable to this purchase: "Section 507: "Purchase of American-Made Equipment and Products-It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this ACT should be American-made."

For all contracts awarded where all or a portion of the contract requires services to be provided within Tribal territory (specifically Bishop Paiute Tribe and Big Pine Paiute Tribe Territory), the successful bidder will be obligated to comply with **TERO (Tribal Employment Rights Ordinance)** of the applicable Tribe, as well as with all rules and regulations, and orders of the applicable TERO Commission. Tribal requirements must be met by vendor(s) awarded a contract and prior to providing any on reservation services. Tribal TERO will require submission of a Compliance Plan Agreement ("CPA") and payment of fee of 4% of the total contract amount for each contract that exceeds \$1,000.00. Please see <http://bishoptero.com/>. Other contract items including equipment, materials, travel and any other costs listed in the contract must be fully disclosed and may be subject to tribal taxes.

ACTION REQUIRED: You are invited to review and respond to the Request for Proposal. For questions on this RFP please contact OVDCD:

PROPOSAL:

Proposals should be sent to:
Owens Valley Career Development Center
Purchasing/Contracts Administrator
P.O. Box 847 (93515)
2574 Diaz Lane (93514)
Bishop, CA
E-MAIL: contracts@ovcdc.com

CONTACT FOR FURTHER INFORMATION:

Purchasing/Contracts Administrator
Telephone: 760-873-5107 Ext. 271
FAX: 760-873-3231
E-MAIL: contracts@ovcdc.com

I. DESCRIPTION/SPECIFICATIONS

A. STATEMENT OF WORK

1. Description of Organization and Project

The Owens Valley Career Development Center (OVCDC) was founded in 1977 by the Owens Valley Board of Trustees, a Tribal Government Board comprised of members of the Big Pine, Bishop and Lone Pine Tribes, in response to demonstrated adult basic education and vocational training needs of Tribal members. OVCDC provides educational and economic opportunities to the indigenous population of the communities in Inyo, Mono, Kern, Tulare, Kings, Fresno and Ventura Counties to enhance lives by offering individuals and families' opportunities for self-sufficiency through education, training and encouragement. OVCDC receives its funding through grants from various Federal and State funding agencies.

The Owens Valley Career Development Center is seeking bids (quotes) from responsible qualified independent contractors to refresh OVCDC's Datacenter located in Bishop California and implementation of a Disaster Recovery Site located in Visalia, California with a Virtualized Solution. To include new Servers, Rack, Uninterrupted Power Supplies, Storage and required Storage networking systems that provide upgraded scalable storage capacity and compute resources that facilitate Disaster Recover (DR), High Availability (HA), and Business Continuity.

This proposal shall include all setup and installation services, hardware, software, data migration, maintenance and additional licensing costs, IT personnel training on these new systems (Servers, storage, storage networking), and be considered a turnkey installation. OVCDC personnel will be available to work with vendor(s) on migration of data and workloads. OVCDC deems the project complete when all data and workloads are running on the new servers and storage solutions and the existing systems are decommissioned. Solution should account for a 20% growth over the next 5 years. If available, include option to securely and properly recycle/reuse or dispose of old equipment. Solutions should meet the following criteria:

a) GENERAL

- a.1. OVCDC's current environment will be supplied upon request.
- a.2. The proposed solution should be rack mounted servers or blade servers.
- a.3. Uninterruptible Power Supplies to have minimum run time of 30 minutes

b) SERVER TECHNOLOGY - GENERAL REQUIREMENT

- b.1. Must include sufficient physical servers to meet proposed solution based on OVCDC's current and future needs.
- b.2. Must provide rack and rail mounting systems to support all proposed server equipment.

- b.3. Must provide hot swappable, redundant power supply technology for servers.
- b.4. Servers must include out-of-band Management.
- b.5. Must provide minimum of redundant Gigabit Ethernet technology for connection to the LAN.
- b.6. Servers must provide redundant connectivity to proposed SAN environment
- b.7. Solution should support I/O Virtualization.
- b.8. Servers must be rack mountable or blades (Bidders may bid on both).
- b.9. Servers must have adequate memory resources to support failover of one host.
- b.10. Initial warranty maintenance must be for 5 years, 7X24, Next Business Day response onsite. Must have Production Life for minimum of 7 years.

c) VIRTUALIZATION

- c.1 Solution must be centrally Managed.
- c.2 Must include software support coverage for 5 years.

d) SAN EQUIPMENT

- d.1. Must accommodate current environment plus 5 year growth at 20%.
- d.2. Must be easily scalable.
- d.3. Must have redundant Fibre Chanel, iSCSI or FCoE connectivity.
- d.4. Management and monitoring tools must be included in all proposals.
- d.5. Must be capable of supporting the latest RAID standards.
- d.6. Must allow for non-disruptive service and upgrades.
- d.7. Must provide Redundant SAN controllers.
- d.8. Must provide all cables to connect SAN to proposed servers.
- d.9. Initial warranty maintenance must be for 5 years, 7X24, Next Business Day response onsite. Must have Production Life for minimum of 7 years.

e) DISASTER RECOVERY SITE [VISALIA, CALIFORNIA]

- e.1. Must provide sufficient Server Hardware, SAN capacity, UPS, half rack preferred.
- e.2. Must be able to support failover of 10 mission critical servers (as listed in current environment).
- e.3. May submit bids for fully automated and manual failover solution.
- e.4. Must provide any DRS software, licensing and support for 5 years for proposed solution.

f) INSTALLATION

- f.1. Must provide installation and commissioning of all hardware and software.
- f.2. Must provide migration services for all servers and SAN Datastores.
- f.3. Must provide configuration and implementation of Disaster Recover Site.
- f.4. Must setup initial data replication on local LAN at Production Site.
- f.5. No Physical to Virtual migrations required.
- f.6. Migrate licenses and decommission old Servers.

g) DOCUMENTATION & TRAINING

- g.1. Must provide documentation for all hardware and software installations as configured, this includes schematics, flow chart, supporting information, custom configurations and specific system features.
- g.2. The successful bidder(s) will provide onsite training to OVCDC IT staff on the specifics of the hardware and data replication. It would be desirable to involve OVCDC IT staff in the installation and configuration of all software, SAN configuration.

h) WARRANTY, SUPPORT AND LICENSING

- h.1. All Hardware and Software must be covered by an initial 5 year, 7X24, onsite warranty or equivalent. Virtualization licensing shall be provided for a minimum of 5 years.

i) PROFESSIONAL SERVICES

- i.1. The successful bidder(s) will provide complete installation services that shall include Hardware installation, Software installation, Disaster Recovery Site integration, Backup configuration, Data Migration, Virtualization license migration and decommissioning of legacy servers.

- i.2. The vendor shall supply and install the latest software versions and firmware patches required to operate the specified hardware.

j) IMPLEMENTATION

- j.1. Bidder(s) must outline an implementation schedule
- j.2. Test and verify all provided professional services.

2. Requirements

The contractor will furnish all qualified personnel, facilities, equipment, and supplies to perform the project unless otherwise negotiated and agreed to by OVCDC.

3. Reports Required

- a) If required by Agreement only
- b) The reports will be submitted to OVCDC at the following address:

OVCDC
Attn: Purchasing/Contracts Administrator
P.O. Box 847 (93515)
2574 Diaz Lane (93514)
Bishop, CA
contracts@ovcdc.com

4. Entrance and Exit Conferences:

If required by Agreement entrance and exit conferences will be held with OVCDC and must be coordinated with the OVCDC Purchasing/Contracts Administrator or Agreement designee. Written notice will be given to the OVCDC to assure availability of appropriate staff for each of these meetings.

II. PROPOSAL PREPARATION INSTRUCTIONS AND INFORMATION REQUIRED IN YOUR PROPOSAL

In order to facilitate the evaluation of proposals and allow the best comparisons each proposal must include the following information presented in the order and format shown below:

A. SECTION I – PROPOSAL FORMAT (ALL COMPONENTS AND INFORMATION ARE REQUIRED)

- 1) Title Page: Please state Invitation for Bids/Request For Proposal (IFB/RFP) subject and IFB/RFP Number in your proposal. Please state your name and/or the business name including address, telephone number, fax number, name of contact person and name of person with authority to sign Agreements, Employer ID or SSN. Please place the date on your proposal.

OVCDC will not be responsible for any change in this information unless notification in writing is received.

- 2) Cover Letter: Please provide a one or two page letter stating your understanding of the transactions to be completed and services to be provided and making a positive commitment to perform the work within the time period required.
- 3) Table of Contents: If proposal contains more than 10 pages please provide a clear

identification of sections and documents in the proposal listed by page number.

- 4) Business Stability and Service Locations: Please include location of office(s) and if applicable, number of partners, managers, supervisors, seniors, and other staff. If applicable, identify all subcontractors necessary to conduct the project. Describe the range of activities performed by you or your business/firm, including capability to fulfill the specifics of the project (ie. facilities, staff, equipment, workload etc.). Provide financial information for the past three years which may include financial statements, audits and other information sufficient for OVDC to determine the stability of your business. An employer ID or SSN must be provided for purposes of vendor clearance on the Excluded Parties List System.
- 5) Approach: Please provide a clear description of the approach and method to be used for implementing the statement of work including all specific agreement terms requested.
- 6) Organization and Management: Please state tasks and work to be performed and identify the person or the project team that will complete the tasks and work identified. Subcontractors must be included if any will be used on the project and the tasks or work to be performed by the subcontractors must be stated.
- 7) Production/Delivery Schedule: Please state the amount of time needed to complete the project and provide a milestone chart showing tasks and dates of anticipated completion. Any time to be used for preparation and submission of reports should be included in the schedule.
- 8) Qualifications and Experience: Include a list of personnel to be used on this project and the qualifications of each person. For yourself and any key personnel please provide: résumé, including education, background, accomplishments and any other pertinent information. If there are no key personnel, employees or subcontractors then please just state information requested about yourself and your business.
- 9) If key personnel, staff or subcontractors will be used on the project; please include a statement in the proposal to the effect that “the key personnel assigned to this project as described in this proposal will not be removed from the project without prior approval of the Owens Valley Career Development Center.”
- 10) Specialized or Specific Qualifications and Experience: State professional and company experience which is relevant to the proposed project, i.e. experience working with OVDC or other Government agencies and especially with other American Indian Tribal Governments or Tribal Organizations.
- 11) Additional Data: Since the proceeding sections are to contain data and/or information that is specifically requested, this section is for any additional information considered essential or important to the project. If there is no additional information to present, please state “None”.

B. ***SECTION II - COST PROPOSAL (REQUIRED-PROPOSALS WILL BE DEEMED NONRESPONSIVE WITHOUT THIS INFORMATION)***

Please state the total dollar amount you do not intend to exceed for completing the project.

Please provide as much detail as you believe will assist OVCDC in evaluating your proposal. If requested by OVCDC, a detailed itemized cost statement must be submitted. Expenses and fees for the project must be broken down and all expenses or fees that are anticipated must be itemized (i.e. freight, taxes, materials, transportation, etc.). A “not to exceed amount” is required by this section for all proposals.

III. EVALUATION PROCEDURES

A. EVALUATION CRITERIA

Proposals will be evaluated by OVCDC using the following criteria:

1. Responsiveness of the proposal in clearly conveying an understanding of the project, goals & tasks to be performed including software, components & cost factors. (0-5)
2. Quality and Features of Equipment and Software (0-25)
 - a) Capabilities and specifications of equipment proposed (0-10)
 - b) Capabilities and functionality including ease of use of software (0-10)
 - c) Ability of equipment and software to meet 5-7 year goals of OVCDC (0-5)
3. Technical qualifications & experience of the vendor personnel & management (20 points)
 - a) Technical abilities of staff to be assigned to implementation including certifications, education, position in the firm, and years and types of experience will be considered (0-5)
 - b) Technical abilities of staff to be assigned to the project management (0-5)
 - c) Supervision to be exercised over the staff by firm’s management and ability to maintain continuity of project (0-5)
 - d) Prior comparable projects implemented (0-5)
4. Qualifications/experience of firm (Size, structure, integrity, longevity, financial stability of the firm) (0-5)
5. Time frame / scheduling (0-10)
 - a) Clarity of implementation schedule, plan and time estimates for the work to be performed (0-5)
 - b) Availability of staff with professional qualifications (0-5)
6. Warranties/Repair services and service locations/capabilities; (0-10)
7. Price (including costs, travel & other expenses); (0-15)
8. Use of recycled materials, energy saving technology or ecologically beneficial techniques, American-made. (0-5)
9. Preference (Preference will be implemented by award to Bids up to 10% higher in price than the lowest bid or by adding up to 10 points to base score.
[Documentary proof of eligibility must be submitted with Proposal]
 - a) Is your business or organization minority owned?
 - b) Is your business or organization woman owned?
 - c) Is your business or organization Native American owned?

- d) Does your business or organization partner with or provide services for any other Native American Organization?

Total

100%-100 Points Plus Preference

IV. INDIAN (INDIGENOUS) AND OTHER PREFERENCE APPLICABLE [UP TO 10% TOTAL]

All OVDC Request for Proposals are subject to Section 7(b) of the Indian Self Determination & Education Act (**25 USC 450e (b)**) which provides to the greatest extent feasible, preference and opportunities be given to American Indians and American Indian owned business enterprises and **2 CFR Section 200.321** requiring OVDC to take all necessary affirmative steps to assure minority firms, women’s business enterprises and labor surplus area firms are used when possible and **45 CFR 75.327 to 75.340**. Preference requires documentary proof to be provided with the proposal or preference will not be allowed. For Indian (Indigenous) Preference to be applied: proof of enrollment in a federally recognized tribe must be submitted with the proposal. For Indian (Indigenous) owned businesses to receive preference, proof of enrollment in a federally recognized tribe and more than 50% Indian (Indigenous) ownership of the business must be submitted with the proposal. Indian preference can be allowed with an affirmative statement regarding training and employment of Indians (Indigenous) submitted with the proposal. Preferences may be given to vendors or products that are environmentally-friendly, use recycled materials, are recycled, use energy-saving technology or other ecologically beneficial techniques. In accordance with Public Law 103-333, the “Department of Labor, Health and Human Services, and Education, and related Agencies Appropriations Act of 1995,” the following provisions are applicable to this purchase: “Section 507: “Purchase of American-Made Equipment and Products-It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this ACT should be American-made.””

A value of ten (10) additional points will be added to the evaluation scores of vendors requesting and qualified for preference. Preference may be evaluated on a price basis only. In that case, the bids of preferred vendors will be reduced by ten percent (10%). If, after this adjustment, the preferred vendor is determined to be the best value bid, the actual contract award amount will be the amount originally bid by the vendor.

Local Business Enterprise Program

OVDC encourages the utilization of businesses within its service area. To promote participation of local business enterprises in the competitive selection process, OVDC provides incentives to local businesses.

A Local Business Enterprise is defined as follows:

Local Business Enterprise – to be considered as a local business enterprise, a firm must provide evidence the firm is located at a fixed commercial or residential address where administrative, clerical, professional or other productive work is performed relative to its commercial purpose. The firm must be located within the OVDC’s service area for a minimum of one year.

A value of three (3) additional points will be added to the evaluation scores of Local Business Enterprises. In the event that the proposals will be evaluated on a price basis only, the bids of local business enterprises will be reduced by 3%. If, after this adjustment, the local business enterprise is determined to be the most competitive bid, the actual contract amount will be the amount originally bid by the local business enterprise.

V. TYPE OF AGREEMENT

A standard consultant agreement and bill of sale with licensing and support terms and conditions are anticipated.

VI. PERIOD OF PERFORMANCE

Unless otherwise stated in the Agreement; any agreement let from this RFP is for a period of 5-7 years, (“Initial Term”), and, at the sole discretion of OV CDC, the Agreement may be extended for up to two (2) additional periods of one (1) year. (“Renewal Terms”).

VII. TECHNICAL DIRECTION

The Owens Valley Career Development Center’s primary contact for this agreement will be the OV CDC IT Director and OV CDC Purchasing/Contracts Administrator or designee.

The OV CDC IT Director and OV CDC Purchasing/Contracts Administrator or designee is responsible for guiding the technical aspects of the project and for general monitoring of the work performed. The OV CDC Purchasing/Contracts Administrator or designee is authorized to fill in details or otherwise to complete the general description of the work set forth herein.

Neither the OV CDC IT Director or the OV CDC Purchasing/Contracts Administrator or designee are authorized to make any commitments to any changes which constitute work not within the general scope of the Agreement, increase in total estimated cost or extension of the Agreement period of performance without the written approval of OV CDC Board of Trustees or Executive Director under Policy or Delegation of Authority.

VIII. KEY PERSONNEL

The personnel specified in the Contractor’s proposal are considered to be essential to the work being performed. Prior to changing any of the individuals specified in the proposal, the contractor will notify OV CDC Purchasing/Contracts Administrator or designee reasonably in advance and submit a justification for the proposed substitutions in sufficient detail (including names, titles and résumés) to permit the evaluation of the impact on the quality of work performed. No change will be made by the Contractor without the prior written consent of the Finance Director.

IX. PAYMENT AND SUBMISSION OF INVOICES

- A. Payment for work performed under any agreement awarded will not exceed the agreed upon amount, unless additional payments are agreed upon in advance and in writing, signed by both parties.
- B. Payment will be made to the contractor based on progress achieved. Invoices may not be accepted on more frequent intervals than once per month or less often. Invoices requesting payments will be prepared and submitted containing at least the following information: Agreement number, date performed, description of services or specific task the charge relates to, time spent on each task and total cost for services.

X. RIGHTS

OV CDC reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar IFB/RFPs in the future. This IFB/RFP is in no way an agreement or obligation and in no way is OV CDC responsible for the cost of preparing the responsive proposal. One copy of a submitted proposal will be retained for official files and may later become a public record. Only electronic and written responses will be accepted.

Responses should be sent via email or in a sealed envelope, clearly marked with the IFB/RFP number, by registered, certified mail, overnight delivery with proof of delivery service, or by hand delivery to the name and address specified in the cover-letter to this IFB/RFP. Delivery to other than the name and address specified in this IFB/RFP may render the Bidder's proposal non-responsive.

XI. AGREEMENT TERMS AND CONDITIONS

The services requested will be provided under terms and conditions set forth in the OVCDC Standard Agreement. The Agreement will be provided upon request. The Agreement contains the Standard Provisions and Special Provisions applicable to the services anticipated in this IFB/RFP. If the person or business submitting a proposal is unable to agree to the terms and conditions set forth in the Agreement, the proposal must indicate the specific sections of the Agreement that are not acceptable and submit alternate language that is acceptable to the person or business submitting a proposal. In addition, the person or business submitting a proposal will reference each specific language change and provide a narrative explanation of each proposed change. Although OVCDC will consider alternate language proposed by a person or business submitting a proposal, OVCDC will not be bound by Agreement language received as part of the response. If the person or business submitting a proposal requires that OVCDC be bound by some or all of the alternate Agreement language, the proposal may be considered non-responsive and may be rejected.

OVCDC will make a reasonable effort to execute an agreement based on this solicitation document within fifteen (15) days of selecting a proposal that best suits OVCDC. The Agreement will be signed by the Contractor and returned within ten (10) business days of receipt of the Agreement. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective, and work must not be performed, until the Agreement is signed by a person holding the required authority for both parties and full approval by OVCDC including the OVCDC Human Resources and Finance Departments.

Failure of Contractor to execute the Agreement within the time frame identified above will be sufficient cause for voiding the award of the Agreement. If a successful person or business submitting a proposal refuses or fails to execute the Agreement, OVCDC may award the Agreement to the next qualified person or business submitting a proposal.

XII. INTERVIEWS

An interview/presentation may be conducted with a person or business submitting a proposal(s) selected as finalists to offer an opportunity for the person or business submitting a proposal(s) to present the proposal and explain or clarify aspects of the proposal. Unless otherwise agreed, the interview/presentations will be scheduled at the OVCDC offices in Bishop, California.

XIII. OVCDC SOVEREIGNTY

Any agreement awarded will be required to accept the following agreement language or substantially similar language as may be negotiated:

“SOVEREIGN IMMUNITY WAIVER LIMITATIONS: Contractor acknowledges that OVCDC, including its TANF and other programs, is a tribal consortium, without authority to waive the sovereign immunity of any consortium member Tribe. Any waiver

of the sovereign immunity of the consortium member Tribes can only be provided by the written consent of the consortium member Tribe's governing body. Any waiver of the sovereign immunity of OVCDC can only be provided by the written consent of the OVCDC Board of Trustees. No such waiver has been provided by the terms of this Agreement, and Contractor agrees that nothing contained in this Agreement is or shall be construed as a waiver of the sovereign immunity of OVCDC or any consortium member Tribe."

XIV. AWARD

After evaluation of Best and Final Offers, if any, the purchase shall be awarded to the most responsive and responsible vendor whose offer is the most advantageous to OVCDC. OVCDC reserves the right not to make any award. An award may be split between multiple vendors.