



School District of Clayton

Request for Proposal

Server Infrastructure Refresh

2/19/2021

Contact Person: Jeff Puls
Title: Chief Technology Officer
Phone #: 314-854-6003
E-mail: jeffreypuls@claytonschoools.net

RETURN PROPOSAL NO LATER THAN: Monday, March 8, 2021 at 1:00 pm CDT

RETURN PROPOSAL TO:

School District of Clayton
Attn: Jeff Puls
#2 Mark Twain Circle
Clayton, Missouri 63105-1613

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto.

OVERVIEW

Summary of Key Dates:

2/19/2021	RFP available to Company
March 8, 2021 at 1:00 p.m. CDT	Proposal due at #2 Mark Twain Circle
Weeks of 3/8 and 3/15 (if needed)	Company Interviews
March 31, 2021 (tentative)	Board of Education meeting (Approval)

Documents to Include in Submission:

1. Proposal Submission Form (Attachment 1) or Decline to Submit Form (Attachment 2)
2. Company Proposal – Including:
 - a. Letter of Transmittal; and,
 - b. Executive Summary
3. Company Profile (Attachment 3)
4. Cost Proposal (Attachment 4)
5. Work Authorization (E-Verify) Addendum & Affidavit (Attachment 5)
6. W-9 (Attachment 6)
7. Certification Regarding Israel (Attachment 7)

RFP Contents:

Introduction.....	1
General Conditions	4
Scope of Services (Server Infrastructure Refresh)	8
Scope of Services (Miscellaneous)	11
Proposal Submission Form (Attachment 1).....	13
Decline to Submit Form (Attachment 2)	14
Company Profile (Attachment 3).....	15
Cost Proposal (Attachment 4).....	17
Work Authorization (E-Verify) Addendum & Affidavit (Attachment 5)	18
W-9 (Attachment 6)	20
Certification Regarding Israel (Attachment 7)	21

INTRODUCTION

This document is a formal Request for Proposal (RFP) for the Server Infrastructure Refresh for the School District of Clayton (District). The purpose of this RFP is to establish the requirements for the requested products and/or services, and to solicit proposals (Proposal) from firms (Company) for providing such products and/or services. The RFP requests a great amount of detail to avoid delays, misunderstandings, and to simplify the evaluation of the Proposal. The Company is requested to respond to each specification.

A. GENERAL INFORMATION:

1. District:

As a public school system dedicated to the education of all children who come to our schools, the School District of Clayton strives to inspire each student to love learning, and embrace challenge within a rich and rigorous academic culture. The District's 3.25 square miles include an early childhood center, three elementary schools, a middle school, and a high school that together serve a diverse student body of approximately 2,600.

2. Objective:

The District requires a refresh of the existing Windows-based server cluster, storage and Windows operating systems. The District currently has a 3-host Windows 2012-based highly available Hyper V cluster with approximately 22TB of SAN storage. The server equipment is adequate from a performance perspective but is past its useful and reliable lifespan. The existing virtual servers on the Hyper V cluster are a variety of Windows Server and Linux-based operating systems.

This project will provide a hardware, storage, and operating system refresh to enable the District to continue to offer a robust hosting solution for the server and storage needs in the District.

- 2.1 The District desires the solution to offer the flexibility of allowing services to move in and out of the public cloud (services such as Microsoft Azure) over time.
- 2.2 The District requires that the equipment providing the Hyper V cluster and storage be replaced with an appropriate solution that provides similar functionality to existing and will allow for necessary growth over its lifecycle. A 7-year lifecycle should be expected.
- 2.3 The District also requires that the Active Directory Domain Controllers and any individual Windows-based Servers of release 2012 R2 or older be upgraded to or replaced with Windows Server 2019 (or 2016 if required by an application). A listing of servers including Windows Server release and primary application workload is included.

NOTE: The Scope of Services exhibit attached hereto includes more detailed information on the objectives, products and/or services desired by the District.

B. PROPOSAL EVALUATION AND AWARD:

1. Evaluation

- 1.1. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All Proposals must be organized and tabbed to allow for easy reference.

INTRODUCTION

- 1.2. Elaborate and expensive copy is not required. Neat, legible, and clearly stated information is adequate and will be used in the evaluation process. Supplier brochures may be included, but may not be substituted for the information requested herein.
- 1.3. The Proposal should include a **Letter of Transmittal** that provides an introduction to the Company and includes an expression of the Company's ability and desire to meet the requirements of the RFP. The Letter of Transmittal must include an original signature by an authorized individual able to bind the Company to all items in the Proposal, including products, services, prices, etc. which are contained in the Proposal.
- 1.4. The Proposal should include an **Executive Summary** that briefly describes the Company's approach to meeting the District's requirements as outlined in the RFP; indicates any major requirements that cannot be met; and, highlights the major features of the Proposal. The reader should be able to determine generally how well the Proposal meets the District's requirements by reading the Executive Summary.
- 1.5. The Company **must** include the following elements in its cost proposal:
 - 1.5.1. A specific fee structure;
 - 1.5.2. Rates and prices that are a firm fixed rate, and not subject to change throughout the term of the negotiated contract;
 - 1.5.3. Each Proposal shall be submitted on the most favorable terms, from a cost and technical standpoint, which the Company can submit to the District. The Company may submit an alternate proposal on a group of line items on an "all or nothing" basis;
 - 1.5.4. The Company should address any out-of-pocket expenses the District may incur for any additional requirements not included by the Company in its Proposal; and,
 - 1.5.5. The Company shall provide the terms, conditions, and forms of payment accepted through the Company's request for payment and whether there are discounts or fees, including any discounts for cash or early payment.
- 1.6. The Company shall complete Attachment 3, **"Profile of the Company"** which includes a potential conflict of interest statement. The Company shall include a listing of all Missouri school districts for which the Company currently provides services. The references should include at least one contract for Server Infrastructure Refresh currently in force with a district similar in size and population to the District. The Company shall additionally provide the District a listing of all public school clients that have discontinued service from the Company in the past five years due to poor performance or non-performance.
- 1.7. Proposals will be evaluated by the District's designated staff. The following will serve as the basic criteria for the selection of the Company eventually chosen.
 - 1.7.1. The qualifications of the Company and the team assigned to the District;
 - 1.7.2. Total resources of the Company that can be applied to the advantage of the District;
 - 1.7.3. The scope of services offered and the extent to which they meet or exceed the requirements of the District;
 - 1.7.4. The extent to which the Proposal meets or exceeds specifications and function;
 - 1.7.5. The Company's understanding of the work required of the Company as

INTRODUCTION

evidenced by its Proposal;

- 1.7.6. The total cost of the services/products offered to the District;
- 1.7.7. Delivery times;
- 1.7.8. Any prior experience or history between the District and the Company;
- 1.7.9. References from, and experiences of other clients with the Company; and,
- 1.7.10. Other factors deemed significant by District officials.

2. Award

- 2.1. The District intends to make a selection of the successful Company after a thorough evaluation of the proposals submitted; provided, however, **the District reserves the right to negotiate with the successful Company, or to elect not to select any Company.**
- 2.2. The District may conduct interviews with the Company in connection with its evaluation of the Proposal.
- 2.3. The contract will be awarded to that Company whose proposal will be most advantageous to the District based on conformity to the RFP as determined by the District, reputation of the Company, cost, and the other factors listed above. The award will be subject to approval by the Board of Education.
- 2.4. The District reserves the right to require the Company to demonstrate any software and online services offered in their Proposal, which must be fully operational by the start date of the contract.
- 2.5. The District shall not be obligated to explain the results of the evaluation process to any Company.
- 2.6. No verbal agreement or conversation with any administrator, agent, or employee of the District, either before or after the execution of the contract resulting from the RFP or follow-up negotiations, shall affect or modify any of the terms or obligations contained in the written contract resulting from the RFP.
- 2.7. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.

C. NEGOTIATION

- 1. After selection, but prior to contract award, the District reserves the unilateral right to negotiate any aspect of the Proposal or proposed contract in any manner that best serves the needs of the District and is within the scope of the solicitation. Subject to successful negotiations and approval of the Board of Education, a contract or purchase order will be issued to the selected Company.
- 2. Negotiation of the final contract between the District and the Company will begin after the most qualified Company has been identified. If prices and compensation and final contract cannot be agreed to, then negotiations with the most qualified Company will be terminated and at the District's option, will then begin with the next most qualified Company.
- 3. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.
- 4. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the District.

GENERAL CONDITIONS

1. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse the Company for any expenses incurred in preparing a Proposal in response to this request.
2. No alternate Proposals that significantly deviate or modify the concept and ultimate objectives of this RFP will be considered. Companies submitting proposals with any minor deviations must identify and fully justify such deviations in order to be deemed in compliance with the RFP, and receive the District's consideration. Non-compliance with RFP specifications and/or requirements will, at the District's option, disqualify the Proposal from further consideration.
3. Any explanation or statement that the Company wishes to make must be contained with the Proposal, but shall be written separately and independently of the Proposal itself, and attached thereto. Unless the Company so indicates, it is understood that the Company has made its Proposal in strict accordance with the RFP terms.
4. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
5. In addition to the foregoing and not in limitation thereof, the District reserves the right to decline any or all Proposal submissions, or to cancel the RFP, in whole or in part, at any time prior to making an award, for any reason, or no reason, without liability being incurred by the District to any Company for any expense, cost, loss or damage incurred or suffered by the Company as a result of such withdrawal.
6. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District for 120 calendar days after the scheduled closing time for the receipt of Proposals.
7. While the District has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is provided solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve proposers from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.
8. The Company is responsible for its own verification of all information provided to it. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained. The Company agrees that it will make no claim for additional payment or seek an extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the RFP, or of any failure to fully acquaint itself with all conditions relating to the proposed work.
9. Any oral communication will be considered unofficial and non-binding on the District. All contact regarding this RFP must be directed to Addam Jones, addamjones@claytonschools.net, 314-854-6040. Unauthorized contact by the Company with other District employees or Board members regarding the RFP may result in disqualification.
10. Any information given to a Company concerning the RFP will be furnished to all Companies as an addendum to the RFP if, in the District's sole discretion, such information is deemed necessary to all Companies in submitting Proposals in response to the RFP, or if the lack of such

GENERAL CONDITIONS

information would be prejudicial to uninformed Companies. The Company should rely only on written statements issued by the District in the form of an addendum to the RFP.

11. The District reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the District.
12. Due regard will be given for the protection of proprietary information contained in all Proposals received. However, Companies should be aware that all materials associated with the procurement are subject to the terms of the Missouri Sunshine law and all rules, regulations and interpretations resulting there from. Subject to the requirements of the Sunshine law, proposals containing data that the Company does not want used or disclosed for any purpose other than evaluation of the Proposal may be restricted, provided the Company marks the cover sheet of the Proposal with the following: **“Technical data contained with the attachments is furnished in connection with the Request for Qualifications of the School District of Clayton shall not be used nor disclosed except for evaluation purposes, provided that, if the District and Company enter into an Agreement as a result of or in connection with the submission of this Proposal, the School District of Clayton shall have the right to use or disclose technical data to substantiate its decision to enter into an Agreement.”**
13. The above restriction does not limit the District’s rights to use or disclose without the Company’s permission any technical data obtained independently from another source. Proposals shall not contain any restrictive language other than the above. Proposals submitted with restrictive language or statements which differ from the above, will be treated under the terms of the above legend. The District assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.
14. The Company shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an administrator, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.
15. No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company’s Proposal.
16. The District will give preference to Missouri businesses, or businesses that maintain Missouri offices or places of business, when the quality of performance promised is equal to or better than and the price quoted is the same as or less than that of the other responsive providers.
17. The District will give preference to certified minority and women-owned businesses when the quality of performance promised is equal to or better than and the price quoted is the same as or less than that of the other responsive providers.
18. The District will give a bonus preference (as per its policies and Missouri law) to service-disabled veteran businesses doing business as Missouri firms, corporations or individuals or which maintain Missouri offices or places of business.
19. Each contract for the purchase or lease of manufactured goods or commodities or construction, alteration, repair or maintenance of any public works shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract shall be

GENERAL CONDITIONS

manufactured or produced in the United States to the extent required by District policies and Missouri law.

20. Purchases made by the District are not subject to state or local sales taxes or federal excise taxes. The official State Tax Exemption letter will be furnished on request.
21. The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Company specifically qualifies its offer by stating that the Proposal must be taken as a whole.
22. The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.
23. To facilitate consideration of the Proposals, the District may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange an interview. The District, in its sole discretion, will determine which, if any, Company will be interviewed.
24. The District reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the District, the successful Company is unable or unwilling to enter into a form of Agreement satisfactory to the District. The District shall be entitled to do so without any liability being incurred by the District to the Company.
25. In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Company agrees to abide by the decisions of the District. Any ambiguity in the Proposal because of omission, error, lack of clarity or noncompliance by the Company with specifications, instructions and all conditions of bidding shall be construed in the favor of the District.
26. All of the terms and conditions of this RFP are deemed to be accepted by the Company and incorporated into the Company's Proposal submission. The terms and conditions stated in this RFP and the successful Company's response to this RFP shall also be incorporated into a final Agreement between the District and the successful Company. Any conflict in the wording between the final Agreement and the wording of the terms and conditions of this RFP and the response of the Company shall be resolved in favor of the District and shall be deemed to be incorporated into the final Agreement.
27. The successful Company shall not at any time assign its Agreement with the District or subcontract any portion of the Agreement without the written permission of the District. The successful Company must not, at any time, change sub-consultants approved by the District without written permission of the District, other than as listed in the Proposal submission.
28. The District reserves the right to terminate the Agreement with the successful Company with 30 days written notice if, in its opinion, the successful Company fails to meet the terms and conditions of the RFP. Notwithstanding the termination of the Agreement, the successful Company shall remain responsible for its obligations under this contract up to the date of termination. The District reserves the right to commence an action in a court of competent jurisdiction against the successful Company for damages that result from the breach of the terms and conditions of the Agreement by the successful Company.
29. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or

GENERAL CONDITIONS

dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or, the appointment of a receiver or trustee to manage the property of the successful Company.

30. In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state, or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Company and the District will thereby be relieved from all further obligations under the Agreement.
31. In the event the Agreement initially awarded by the District is terminated for any reason within 120 days of the due date for Proposals, the District reserves the right to negotiate and accept any other submitted Proposal.
32. The District shall not be responsible for any proposal preparation or any other pre-Agreement expenses of any Company, including the successful Company, incurred prior to the commencement of the Agreement.
33. The Company agrees to not unlawfully discriminate against or harass any employee or applicant for employment because of race, religion, color, national origin, sex, gender, age or disability, or any other protected status or activity.
34. Contract Award is contingent upon the Company providing the District with a sworn affidavit and documentation affirming enrollment in E-Verify and stating that the provider does not knowingly employ any person who is not authorized to work in the United States.
35. The District has adopted a tobacco free policy. No tobacco products may be used in the facilities or on the grounds.
36. The Company will submit invoices directly to the School District of Clayton Business Office, #2 Mark Twain Circle, Clayton, MO 63105, or invoices@claytonschools.net. Each invoice must include the District purchase order number, ordering department, date of shipment, quantity, price and item(s) shipped or services performed. Invoices will not become due and payable until all items listed on the invoice are received.
37. All shipments must be accompanied by a packing list giving a complete description of items, total quantity of items, and total number of containers in the shipment. Packing list should also show District purchase order number, ordering department, date of shipment, quantity, price, and item(s) shipped.
38. Payments will be made in accordance with the District's payment cycle.
39. All equipment shall be delivered as specified on the District's purchase order.
40. All deliveries will be FOB Destination, freight allowed, School District of Clayton Receiving, 305 N. Gay Ave., Clayton, MO 63105.

SCOPE OF SERVICES
Server Infrastructure Refresh

Statement of Work

1. Build and Configure New Hosts
 - a. Assemble Host hardware
 - b. Install Host OS, run updates, firmware, configure RAID
 - c. Assemble SAN hardware
 - d. Install, update, configure SAN OS
 - e. Install Hyper V and Failover Clustering roles on new hosts
 - f. Configure Network Interfaces for cluster features, virtual server connectivity, host management, and iSCSI Connectivity
 - g. Stage SAN and Hosts, ensure connectivity
2. Onsite Delivery & Setup
 - a. Deliver, install, and cable new servers + SAN
 - b. Assign static IP address to equipment
 - c. Validate server and SAN connectivity to each other and network
3. Build New Hyper V Cluster
 - a. Validate proper cluster behavior / ensure all cluster validation tests pass
 - b. Configure and test Cluster Aware Updating
4. Build Server 2019 Domain Controllers – On Premise
 - a. Build 2 new 2019 Domain Controller virtual servers
 - b. Promote to domain controllers
 - c. Upgrade Sysvol FRS to DFSR as required
 - d. Update DNS on all servers, DHCP, and network devices
 - e. Validate successful Active Directory replication
5. Prep Azure and Azure AD for Hybrid Use (Option)
 - a. Configure Azure Subscription and Billing
 - b. Configure Virtual networks / connect Azure to On-Prem
 - c. Build new 2019 Domain Controller Server
 - d. Promote to domain controller
 - e. Validate successful Active Directory replication
6. Application Server Upgrades & Migration
 - a. Build new or perform in-place upgrades to Windows Server 2019 (or 2016 if required only) on all Windows Server 2012 R2 or older Windows virtual servers
 - b. Migrate applications & data, as required, per 3rd Party Vendors best practice
 - c. Coordinate upgrades with 3rd Party Vendors as necessary
 - d. Configure auto start for all virtual machines
 - e. Configure cluster home node for all servers
7. Install backup and monitoring agents
 - a. Install 2 District provided 3rd Party Backup and Monitoring agents
 - b. Reboot servers as necessary to complete installation
8. Decommission Old Hosts
 - a. Dissolve old Hyper V Cluster
 - b. Remove old hosts from domain
 - c. Power down the 3 current Hyper V Hosts
 - d. Remove old hosts, iSCSI switching and SAN from rack.
 - e. The District will handle all destruction & recycling
9. Perform Failover Drill
 - a. Simulate a single host failure
 - b. Validate virtual server connectivity
 - c. Issue a Failback in the cluster, ensure proper virtual server behavior

SCOPE OF SERVICES
Server Infrastructure Refresh

Project Deliverables – to be provided to the District at the close of the project

1. Visio diagram (or equivalent) of provided infrastructure. Including, at a minimum:
 - a. SAN and storage network topology
 - b. Assigned IP addresses
 - c. System names / identifiers
 - d. Network and iSCSI link topology
2. Basic documentation – listing of systems installed, including:
 - a. System name
 - b. Manufacturer, fully model number and serial number
 - c. IP Addressing configured
 - d. Administrative credentials if unique

Bill of Materials

1. The District requires 2 hosts for Hyper V clustering with shared SAN storage.
2. The District will make available up to 22U in existing racks for servers, storage and related equipment.
3. The District requires rack-mount Dell, Lenovo, HP or equivalent equipment.

Servers – Each server must meet or exceed the following minimum requirements. Each line is per server:

1. 2 of Intel Xeon Silver 4116T 12C 85W 2.1GHz Processor or better
2. 320GB TruDDR4 2666 MHz RDIMM RAM
3. 1 of M.2 with Mirroring Enablement Kit
4. 2 of M.2 480GB SATA 6Gbps Non-Hot Swap SSD
5. 1 of 10Gb 2-port SFP+ LOM or Storage Adapter (SAN iSCSI Connectivity)
6. 2 of I350-T4 PCIe 1Gb 4-Port RJ45 Ethernet Adapter (LAN Connectivity)
7. 2 of 750W(230/115V) Platinum Hot-Swap Power Supply
8. 2 of 2.8m, 13A/100-250V, C13 to C14 Jumper Cord
9. Fully licensed "Lights Out" adapter with manufacturer software maintenance
10. Toolless Slide Rail Kit with Cable Management
11. 5 Year 24x7 Extended On-Site Warranty and Phone Support with 4 Hour Response and Failed Drive Retention
12. All required internal risers, unused slot fillers, etc.

Storage – The SAN must meet or exceed the following minimum requirements:

1. 1 SAN utilizing dual 10Gb iSCSI direct connectivity, per host
2. Dual/redundant power supplies, controllers and connectivity
3. The SAN meet or exceed existing performance requirements
4. Hot spares for each drive type
5. 4 or more 10GB iSCSI ports for connectivity to hosts
6. 5 Year 24x7 Extended On-Site Warranty and Phone Support with 4 Hour Response and Failed Drive Retention
7. Toolless Slide Rail Kit with Cable Management

The SAN must also meet or exceed the following minimum requirements and storage capacity:

1. RAID 10 or better for operating system arrays
2. RAID 10 or better for SSD-based arrays
3. RAID 6 or better for data storage arrays
4. 12TB of data storage - 7.2K RPM or better disk performance
5. 6TB of high performance operating system class storage - 10K RPM or better
6. 4TB or larger high performance SSD storage - 3DWD or better

SCOPE OF SERVICES
Server Infrastructure Refresh

Microsoft Licensing:

1. Licensing required and processor core counts provided required to execute this project shall be outlined and provided to SDC as part of the proposal. SDC will acquire and provide the necessary Microsoft licensing and provide the vendor with licensing keys and installers as needed. SDC requires the use of Windows Server 2019 Datacenter.

SCOPE OF SERVICES

MISCELLANEOUS

Deviating from RFP Specifications

The District will reject any proposal that deviates significantly from the specifications of this RFP. Companies submitting proposals with any minor deviations must identify and fully justify such deviations for the District's consideration.

Presentation of Supporting Evidence/Surety

The Company must be prepared to provide any evidence of experience, performance ability, and/or financial surety that the District deems necessary or appropriate to fully establish the performance capabilities represented in their proposals.

Registration with Missouri Secretary of State

Contract awards are contingent upon the Company providing the District, prior to the execution of the contract, a current Annual Registration Report from the Missouri Secretary of the State's Office, showing the Company is in good standing to conduct business in Missouri.

By submitting a proposal, the Company certifies that it is not currently debarred from submitting proposals for contracts with any political subdivision or agency of the State of Missouri, and is not an agent or a person of any entity that is currently debarred from submitting proposals for contracts issued by a political subdivision or agent of the State of Missouri.

Background Check

The Company shall follow the District's policy stating that, "all persons employed by outside vendors/contractors who are authorized to have contact with students be required to successfully undergo a criminal records check and a clear check of the Child Abuse/Neglect Registry prior to contact with students. Such background checks will be performed at the vendors'/contractors' expense and will, upon request, be shared with the District." If the Company does not perform the background checks, they can be done through the District's Human Resources department.

Availability of Services

By submitting a Proposal, the Company acknowledges that it has the systems and resources to render the Proposal and all programs and services offered will be fully operational by the Start Date.

Joint Ventures

Proposals requesting joint ventures between vendors will not be accepted. The District will only enter into a contract with a prime vendor who will be required to assume full responsibility for the delivery/installation of equipment, wiring, software and related services identified in this RFP whether or not the equipment, products and/or services are manufactured, produced or provided by the prime vendor. The prime vendor may enter into written subcontract(s) for performance of certain of its functions under the contract only with written approval from the District prior to the effective date of any subcontract. The prime vendor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used.

Insurance

Company shall maintain at its cost and expense the following insurance coverage and will obtain and deliver to District certificates from its insurers evidencing said insurance coverage and conforming District's status as additional insured, while performing services hereunder, such certificates to be simultaneously with execution of the contract with the District:

- Workmen's compensation as required by law.
- General liability with limits of not less than \$2,000,000 for injury or death to any one person; \$2,000,000 for injury or deaths of two or more persons in any one occurrence; and property

SCOPE OF SERVICES

MISCELLANEOUS

damage with a limit of not less than \$2,000,000 for each accident. The District shall be named as an additional insured.

- Unemployment insurance and all other insurance required by Missouri law for the benefit of the Company.
- Automobile insurance on any vehicles on District property.
- Failure to provide or maintain the insurance required shall constitute a breach of contract which allows the District to immediately terminate the contract without notice to the Company, or at District's option, District may procure such insurance and all premiums paid by the District shall be reimbursed to District by deducting such amounts from subsequent payments due Company for services rendered by Company.

Independent Price Determination

The Company must warrant, represent, and certify that in connection with this RFP the following requirements have been met:

1. The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
2. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Company on a prior basis directly or indirectly to any other organization or to any competitor.
3. No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Indemnification

Company shall indemnify, defend and hold harmless the District, its Board of Education, and its officers, directors, employees and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including reasonable attorneys fees) arising from the acts or omissions of Company and/or any party claiming by, through or under Company.

Attachment 1 – Proposal Submission Form

If the Company desires to present its proposal, please submit three sealed copies of the proposal marked with the name “**Server Infrastructure Refresh**” and three copies of the pricing information (in a separately sealed envelope) to the attention of: Jeff Puls, Chief Technology Officer, School District of Clayton, #2 Mark Twain Circle, Clayton, MO 63105 no later than 1:00 p.m., CDT, March 8, 2021. Proposals may be modified or withdrawn by written notice or in person by the Company or its authorized representative, provided its identity is disclosed on the envelope containing the Proposal and such person signs a receipt for the Proposal, but only if the withdrawal is made prior to the submission deadline. Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted. Qualified finalists must make equipment available for evaluation and inspection upon request. The District is not responsible for lateness or non-delivery by the US Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt.

All proposals must be delivered to the School District of Clayton by specified submission date and time. Failure to comply will result in disqualification. Sealed submissions will be received at the above address. When submitting, you must:

1. Submit this form, the Profile of the Company (Attachment 3), the Federal Work Authorization Program (E-Verify Form in Attachment 5), a completed Form W-9 (Attachment 6), a completed Certification Regarding Israel (Attachment 7), and the Cost Proposal (Attachment 4). Failure to respond to this proposal may result in your company’s name being removed from the School District of Clayton’s list.
2. Sign the proposal in all required places. **No facsimile signatures accepted.** Signature acknowledges full acceptance of all components of the Request for Proposal. The proposal must be completed in the name of the submitting vendor, corporate or other, and must be fully and properly executed by an authorized person.
3. Mail or deliver the submission promptly to the return location listed above. Late submissions will be unopened and discarded.
4. The undersigned hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) proposes and agrees to furnish and make delivery to specified locations free of freight and other excess charges, for items listed on the attached sheets at the price set forth in your proposal.

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address

Attachment 2 – Decline to Submit Form

If your company elects not to submit the enclosed REQUEST FOR PROPOSAL, please complete the information below and return to my attention. We are sincerely interested in determining why companies/individuals do not respond.

Thank you for your help and cooperation.

My company has elected not to submit a proposal for the following services:

☐ Server Infrastructure Refresh

Company Name:

Street Address:

City, State, Zip:

Phone Number:

My company has elected not to submit a proposal for this bid for the following reason or reasons:

- ☐ Did not have time to complete proposal
- ☐ Did not receive specification information in time.
- ☐ Cannot meet specifications of proposal requirements.
- ☐ Not interested in School District of Clayton business
- ☐ Cannot be competitive with other traditional sources.
- ☐ Please remove from list
- ☐ Other: Please indicate reasons(s) below:

Signature

Attachment 3: Profile of the Company

Designate one individual as the Company’s representative to the District during the term of the contract. The representative will be contacted to solve any and all problems that may arise concerning the Proposal during the evaluation period. The undersigned Company hereby agrees to be bound by the terms of the RFP and that the enclosed Proposal is submitted in accordance therewith. Once completed and returned, this Proposal becomes the primary basis for evaluation and selection of the Company to provide the services required by the District for the specified period. By signing this Company Identification Form, the Company certifies that there are no “PARTIES OF INTEREST” or “CONFLICTS OF INTEREST”, as defined by state and/or federal regulations, existing between the Company and the District or any of its employees, agents or Board of Education members.

Legal name	Representative’s Name	Title
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Address	City/State/Zip	Telephone #	Fax #
---------	----------------	-------------	-------

E-mail Address

Years in Operation	Years under current structure and/or under previous structure
--------------------	---

1) Name and Title of Company’s Officers:	
NAME	TITLE

2) The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFP, and that the terms and conditions set forth in the Proposal will remain open for at least 120 days from the deadline for submission of Proposals

Company Officer’s Name

Signature Date

Attachment 3: Profile of the Company (Continued)

The following questions are to be completed by all bidders that are responding:

1. A listing of all Missouri school districts for which the Company currently provides services.
2. Provide 4 references, including contact names, phone numbers, and email addresses for current customers of the Company of services similar to those included in this RFP. Please include in these references at least one other school district, for whom the Company provides Server Infrastructure Refresh, ideally a district which is similar in size and population to the District.
3. Provide a listing of all public school clients that have discontinued service from the Company in the past five years due to poor performance or non-performance.
4. For each of the following positions, please provide the name, title, office location, and years with the Company, as well as a brief resume for each:
 - a. President/CEO;
 - b. Account Manager;
 - c. Day-to-day Liaison; and,
 - d. Any other Company representatives with whom the District will work routinely.
5. Please state whether your company is a Missouri based, certified minority, women-owned business, or service-disabled veteran business.

Attachment 4: Cost Proposal

Rates must be for a firm fixed amount for completing all requirements outlined in the Scope of Services and not subject to change throughout the contract once negotiated. The total fixed fee shall be inclusive of all expenses and costs, including direct labor, indirect costs and profit.

Equipment: \$ _____

Installation: \$ _____

Warranty/Maintenance: \$ _____

Total Cost: \$ _____

Please feel free to attach an addendum to this cost proposal to provide additional information regarding discounts, rebates, other relevant costs, or alternative cost structures.

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address

Attachment 5: Work Authorization Form

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) Agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

Attachment 5: Work Authorization Form (Continued)

EXHIBIT A
FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the Services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 202____.

NOTARY PUBLIC

My commission expires:

Attachment 6: W-9

Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)			
	Business name/disregarded entity name, if different from above			
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶			<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional)	
	City, state, and ZIP code			
List account number(s) here (optional)				
Part I Taxpayer Identification Number (TIN)				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.				
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.				
Part II Certification				
Under penalties of perjury, I certify that:				
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and				
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and				
3. I am a U.S. citizen or other U.S. person (defined below).				
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.				
Sign Here		Signature of U.S. person ▶		
		Date ▶		
General Instructions				
Section references are to the Internal Revenue Code unless otherwise noted.				
Purpose of Form				
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.				
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:				
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),				
2. Certify that you are not subject to backup withholding, or				
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.				
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.				
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:				
• An individual who is a U.S. citizen or U.S. resident alien,				
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,				
• An estate (other than a foreign estate), or				
• A domestic trust (as defined in Regulations section 301.7701-7).				
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.				

Attachment 7: Certification Regarding Israel

1. Company hereby certifies in writing to the District as:

That Company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

2. As used in this certification, the following terms and phrases shall be defined as follows:

(a) "Boycott Israel" and "boycott of the State of Israel", engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion; and

(b) "Company", any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

In Witness Whereof, the foregoing certification is entered into as of _____, 20____.

Company: _____

By: _____
Authorized Party