Four County Transit Request for Quote – Switches & VM

Environment

Four County Transit/AASC is accepting quotes for network equipment and maintenance. Quotes should include all S&H, delivery, and installation charges, as applicable. Tax-exempt certificate provided upon request. Quotes should be purchase only; quotes with leasing terms, containing required service/maintenance contracts, or other ongoing expenses will not be considered. Quotes must be received by 5 p.m. on February 21, 2020.

Emailed Quotes:
alane@aasc.org

Mailed Quotes:
AASC
ATTN: Aaron Lane – FCT RFQ
P.O. Box 765
Cedar Bluff, VA 24609

Physical Delivery Address:
Four County Transit
164 College Ridge Road
Cedar Bluff, VA 24609

Vendors can submit multiple quotes if they supply solutions from multiple manufacturers. Quotes using existing contracts through the Virginia Information Technology Agency (VITA) are encouraged, but not required. Current VITA contracts available here: http://vita2.virginia.gov/procurement/contracts.cfm

Technical questions should be directed to alane@aasc.org. Inquiries about the quote process should be sent via email to bbeck@aasc.org.

Project Description

Overview

The purpose of this project is to a) upgrade switches to gigabit and b) perform general health and maintenance tasks to the VMWare environment.

Current Environment

Switch Stack

- 3 Cisco Catalyst 3750 v2 POE 24 Port
- 2 Fiber modules connecting FCT to AASC

VM Switch
• 1 Cisco Catalyst 3750-X POE 24 Port
• Connects VM environment to switch stack

SAN
• EMC VNX5200

VMware Hosts
• 3 Dell PowerEdge R620

**Partner Qualifications**

Due to the complex nature of this solution and necessary seamless integration with multiple manufactures hardware and software, only bidders with the following minimum company qualifications will be considered. Proof of partner qualifications must be included with all bid responses.

• Cisco Premier Partner
• VMware Solution Provider Professional

**Personnel Qualifications**

To further ensure that Four County Transit’s critical network resources may be supported by qualified personnel to meet the needs of our specific integrated environment, the following minimum personnel requirements must be met in order to be considered. Proof of personnel qualifications must be included with all bid responses.

• Cisco Certified Internetwork Engineer
• VMware Certified Professional 6.5 - Data Center Virtualization

**Bill of Materials**

Two (2) Cisco 48-port POE 10/100/1000 switches meeting or exceeding these specifications -

• Two (2) of Cisco WS-C3650-48FD-L (must include one each of PWR-C2-1025WAC, PWR-C2-BLANK, and CAB-TA-NA)
• Two (2) of Cisco CON-SSSNT-WS6548FD
• Two (2) of Cisco C3650-STACK-KIT (must include one each of C3650-STACK and STACK-T2-50CM)
• Two (2) Annual Cisco SmartNet 24x7 coverage

2 Cisco Catalyst 3750 v2 switches will be available for trade-in credit with Cisco.

To ensure that Four County Transit will receive the required warranty and support services from Cisco Systems (Cisco), no bids using “gray market” hardware components will be considered. Bidders must include a copy of their Cisco Certificate of Partnership for the current year. Prior to awarding this
contract, Four County Transit may elect to contact our Cisco Account Manager to confirm the bidders’ Cisco Partnership and that all quoted components are genuine and will be warrantied and supported by Cisco.

**Professional Services**

All work must be completed on-site at Four County Transit’s offices (Four County Transit, 164 College Ridge Rd, Cedar Bluff, VA 24609). All work must be completed by personnel utilized to comply with the “Personnel Qualifications” section of this bid request. Professional services must be quoted to complete all work listed below and include travel and lodging (if needed) by the personnel listed in the “Personnel Qualifications” section of this bid request, as requested by Four County Transit. If quotes include blocks of service hours in lieu of a completed project approach, additional hours must be available to be used for any vendor-supported service including but not limited to Cisco or VMware support services as requested by Four County Transit over a twelve-month period. Quotes must specifically state how additional support hours may be consumed.

**Work to be performed includes:**

- Replacement of Four County Transit’s existing Cisco network switches with the Cisco equipment listed in the “Bill of Materials” section of this bid request. Downtime must be scheduled in advance with Four County Transit IT support staff and may require after-hours work.
- Existing Cisco SFPs and fiber patch cables will be reused.
- Upgrade Cisco switch IOS to current production versions for the two new switches being deployed. Note: IOS version must be compatible with existing Cisco switching, routing, voice, and wireless equipment.
- Recreate configurations on the new Cisco switches including voice VLANs and QoS.
- Any new recommended Cisco best practices should be added to the configuration on the new Four County Transit equipment and any other existing Cisco equipment including Cisco routers, Cisco switches, and Cisco wireless equipment.
- Work with Four County Transit IT support staff to test and verify the functionality of all connected devices (PCs, printers, wireless access points, IP phones, etc.).
- Upgrade firmware on 3 Dell physical hosts.
- Upgrade VMware on 3 Dell physical hosts from version 5.5 to the latest version that the server’s firmware supports based on VMware’s Hardware Compatibility List.
- Resolve current connectivity issues with one of the existing Dell physical hosts. This may require reinstalling VMware and/or contact DELL support for hardware replacement.
- Upgrade the firmware on the existing EMC SAN and drives to the latest version.
- Train Four County Transit IT support staff on management of the existing EMC SAN – including monitoring, backup, and storage provisioning.
- Train Four County Transit IT support staff on management of VMware – including monitoring, backup, and VM creation.

**No Obligation by the Federal Government.**

(1) The Purchaser and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this
contract and shall not be subject to any obligations or liabilities to the Purchaser, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

**Program Fraud and False or Fraudulent Statements or Related Acts**

(1) The Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Vendor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.

(2) The Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Vendor, to the extent the Federal Government deems appropriate.

**Access to Records - The following access to records requirements apply to this Contract:**

The following access to records requirements apply to this Contract:

1. The Vendor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Vendor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Vendor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

**Federal Changes**

The Vendor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Vendor's failure to so comply shall constitute a material breach of this contract.

**Civil Rights**

The following requirements apply to the underlying contract:

U.S.C. § 5332, the Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

   (a) *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

   (b) *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

   (c) *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to the employment of persons with disabilities. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

**Incorporation of Federal Transit Administration (FTA) Terms**

The contract provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**Energy Conservation**

The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
Termination

1. **Termination for Convenience** - The Purchaser may terminate this contract, in whole or in part, at any time by written notice to the Vendor when it is in the Government's best interest. The Vendor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Vendor shall promptly submit its termination claim to the Purchaser to be paid the Vendor. If the Vendor has any property in its possession belonging to the Purchaser, the Vendor will account for the same, and dispose of it in the manner the Purchaser directs.

2. **Termination for Default** [Breach or Cause] - If the Vendor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Vendor fails to perform in the manner called for in the contract, or if the Vendor fails to comply with any other provisions of the contract, the Purchaser may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Vendor setting forth the manner in which the Vendor is in default. The Vendor will only be paid the contract price for supplies delivered and accepted or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by the Purchaser that the Vendor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Vendor, the Purchase, after setting up a new delivery of performance schedule, may allow the Vendor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure** - The Purchaser in its sole discretion may, in the case of a termination for breach or default, allow the Vendor [an appropriately short period of time] in which to cure the defect. In such a case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

   If Vendor fails to remedy to Purchaser’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Vendor of written notice from Purchaser setting forth the nature of said breach or default, Purchaser shall have the right to terminate the Contract without any further obligation to Vendor. Any such termination for default shall not in any way operate to preclude the Purchaser from also pursuing all available remedies against Vendor and its sureties for said breach or default.

4. **Waiver of Remedies for any Breach** - In the event that the Purchaser elects to waive its remedies for any breach by Vendor of any covenant, term or condition of this Contract, such waiver by the Purchaser shall not limit the Purchaser’s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Vendor is required to verify that none of the Vendor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Vendor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid, proposal or purchase order, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the Purchaser. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Purchaser, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.