



REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Tuesday, May 03, 2022**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP #2022-016 PURCHASE OF VIRTUALIZATION SOLUTION FOR POLICE DEPARTMENT

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Assistant Purchasing Manager, at (956) 388-1895 Ext. 8972 or via email at lfuentes@cityofedinburg.com.

If Hand-delivering Bids: 415 West University Drive,
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
C/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **60** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is for the **RFP #2022-016 PURCHASE OF VIRTUALIZATION SOLUTION FOR POLICE DEPARTMENT**. The City of Edinburg (hereinafter referred to as "The City") is soliciting submissions from experienced and qualified companies (hereinafter referred to as "Vendor") to modernize the Police Department's server infrastructure, with the purpose of achieving greater efficiency, resource usage, storage capacity and disaster recovery. Provide the City with servers and storage hardware, VMWare Software. The purpose is to establish a comprehensive **VIRTUALIZATION SOLUTION** for the City of Edinburg POLICE DEPARTMENT.

The City currently are utilizing all DELL servers and storage and Veeam Backup Software and will continue to keep this uniform throughout the City. The City will not accept any other manufacture for this project.

INTENT

The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Three (3) complete sets of the response, one (1) original marked "**ORIGINAL**," and two (2) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

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If using Land Courier (i.e.FedEx, UPS):

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c/o City Secretary
415 W. University
Drive Edinburg, Texas
78541

If Mailing RFP's:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFP/s **60** days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP

If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFP a list of any exceptions to the specifications/requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for **PURCHASE OF VIRTUALIZATION SOLUTION FOR POLICE DEPARTMENT** as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Assistant Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of Proposals and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS “C” MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person’s affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information, go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

The following forms must be completed with your bid response.

- Conflict of Interest Questionnaire
- HB 89 Verification Form
- SB 13 Verification Form
- SB 19 Verification Form

The forms stated above **MUST** be returned as part of your Bid response. Failure to include these forms may result in your Bid being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the Bid. * **FORM 1295 (CERTIFICATE OF INTERESTED PARTIES)** is not required with the bid submittal but will be required from the awarded party before entering into a contract with the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

QUESTIONS AND CLARIFICATIONS

Questions and clarifications that change or substantially clarify the Request for Proposals will be affirmed in writing and copies will be provided to all firms on record responding to RFP. **Any inquiries to this RFP must be submitted to Ms. Lorena Fuentes, Assistant Purchasing Manager, at (956) 388-1895 or at the following e-mail address: lfuentes@cityofedinburg.com no later than Monday, April 25, 2022 at 3:00 p.m.**

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Tuesday, May 03, 2022 until 3:00 p.m.** for consideration. An original and two (2) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the **RFP 2022-016** for **"PURCHASE OF VIRTUALIZATION SOLUTION FOR POLICE DEPARTMENT"**. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

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P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer’s reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Proposals on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

STANDARD INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers’ Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker’s Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability	
Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

City's Protective Liability	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract.**
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

SENATE BILL 13 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

- 1) does not boycott energy companies and;**
- 2) will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

- 1. "Boycott energy company" has the meaning assigned by Section 809.001; and*
 - 2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*
-

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

SENATE BILL 19 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

- (1) **does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,**
- (2) **will not discriminate during the term of the contract against a firearm entity or firearm trade association.**

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
 - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
 - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;*
and
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
 - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
 - (aa) *to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or*
 - (bb) *for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.*

- 4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding*

gases.

- 5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

 - 6) *"Firearm entity" means:*
 - a) *firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
 - b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

 - 7) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*
 - a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
 - b) *has two or more firearm entities as members; and*
 - c) *is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*
-

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

SECTION I

INFORMATION & INSTRUCTIONS

1.0 Submission Requirements:

The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked **RFP #2022-016 PURCHASE OF VIRTUALIZATION SOLUTION FOR POLICE DEPARTMENT**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.1 Proposal Format:

Proposals shall be submitted in the following format and include the following information.

- a) Detailed response to information requested in Section II
- b) Project Management: Outline your company's direct knowledge and experience with structure project management.
- c) Cost proposals per detailed specifications in Section III signed by responsible party
- d) Include at least three references from previous similar projects.

It is the sole responsibility of the Proposer to assure that they have received the entire Request for Proposal. Proposers will be notified in writing of any change in the specifications contained in this RFP. No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Edinburg. No employee of the City of Edinburg is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

1.2 Right of Rejection and Clarification:

The City of Edinburg reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City of Edinburg is not obligated to accept a cost proposal on the basis of any proposal submitted in response to this document.

1.3 Denial of Reimbursement:

The City of Edinburg will not reimburse proposers for any costs associated with the preparation and submittal of any proposal.

1.4 Gratuity Prohibition:

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Edinburg for the purpose of influencing consideration of this proposal.

1.5 Right of Withdrawal:

A proposal may not be withdrawn before the expiration of sixty (60) days from the proposal due date.

1.6 Right of Negotiation:

The City of Edinburg reserves the right to select one or multiple vendors and negotiate with the selected vendor/s the exact terms and conditions of the proposal.

1.7 Right of Rejection of Lowest Fee Proposal:

The City of Edinburg is under no obligation to award this project to the proposer offering the lowest cost proposal. Evaluation criteria included in this document shall be used in evaluating proposals.

1.8 Exceptions to the RFP:

Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Edinburg, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

1.9 Indemnification:

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Edinburg, its employees, and agents, from any liability of any nature or kind in regard to the delivery of the **PURCHASE OF VIRTUALIZATION SOLUTION POLICE DEPARTMENT.**

1.10 Rights to Submitted Material:

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Edinburg when received.

1.11 Basis of Award:

Proposals will be evaluated according to the following criteria:

SELECTION CRITERIA	WEIGHTED VALUE
Proposer's itemized & total proposed price	30 Points
Proposer's qualifications/experience/references	20 Points
The proposed service meeting The City's needs and requirements & support	20 Points
Virtualization & backup solution proposed	30 Points
TOTAL:	100 Points

Proposals will be evaluated by a Selection Committee to select the vendor of choice.

1.12 Copies:

An original and two copies of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

1.13 Contacts:

Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Technical Questions regarding this request for proposal should be directed to Ms. Lorena Fuentes, Assistant Purchasing Manager, at (956) 388-1895 Ext. 8972 or via email at lfuentes@cityofedinburg.com.

1.14 Submittal of Qualifications:

Statement of Qualifications is **not** required for this proposal.

1.15 Price Quote:

The proposal must contain a fee schedule and detailed cost proposal that includes estimated hours, rates, and overall price (including all estimated travel and ancillary expenses) provided to the City of Edinburg by the proposer shall consist of:

The Request for Proposal (RFP) containing the detailed pricing for the VIRTUALIZATION SOLUTION being requested by the City of Edinburg.

The City of Edinburg reserves the right to request proposer to clarify any such pricing information being submitted and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or proposer's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

1.16 Cancellation of Purchase:

The City of Edinburg may cancel the purchase at any time prior to the submission of Purchase Order. Should the City of Edinburg exercise its right to cancel the purchase for any such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the proposer.

SECTION II SCOPE OF WORK

2.0 Purpose:

The City of Edinburg (hereinafter referred to as “The City”) is soliciting submissions from experienced and qualified companies (hereinafter referred to as “Vendor”) to modernize the Police Department’s server infrastructure, with the purpose of achieving greater efficiency, resource usage, storage capacity and disaster recovery. Provide the City with servers and storage hardware, VMWare Software solution. The purpose is to establish a comprehensive **VIRTUALIZATION SOLUTION** for the Police Department with a replication site at the City of Edinburg’s City Hall.

2.1 Background:

The Police Department’s servers are housed in the centralized data center in the Police Department. These systems provide critical series for the Police Department and operate 24 hours a day, 365 days a year. The City of Edinburg Police Department is looking to house 13 virtual servers that are used for the New World System.

Virtualization enables a reduction of Information Technology costs while increasing the efficiency, utilization, and flexibility of existing assets.

It is expected that this virtualization project will provide the Police Department with the following benefits:

- Decrease in capital replacement costs and an increase in efficiencies;
- A flexible and fault tolerant infrastructure;
- Equal or greater performance than is provided by the current infrastructure;
- Increased disaster recovery benefits; and
- A scalable architecture for future growth.

The City currently uses DELL server to keep all infrastructure unified.

2.2 Implementation:

Project specifications for requested solution are listed below. The proposer shall provide a proposal for the Police Department’s VIRTUALIZATION SOLUTION.

Project details include the following:

- Planning session to discuss organizational requirements and goals as it relates to virtualization in the IT infrastructure.
- Create a design document, specifying detailed hardware and software configuration required with a high-level implementation plan.

2.3 Objectives:

BREAKDOWN OF PROJECT DETAILS:

DELL EMC HARDWARE IMPLEMENTATION

- Configure two (2) new Dell EMC ME5012 Storage Array, per site
 - Rack and cable hardware
 - Update all hardware firmware patches

- Setup iDRAC and OpenManage
- Verify networking connectivity with client LAN
- Verify networking connectivity with Dell EMC hardware included in project
- Configure six (6) new Dell EMC R650xs PowerEdge Servers, per site
 - Rack and cable hardware
 - Update all hardware firmware patches
 - Setup iDRAC and OpenManage
 - Configure VMWare vSphere Servers
 - Add VMware vSphere Servers to new cluster on Police vCenter Server
 - Join servers to the Police Department's domain
- Configure four (4) new Dell EMC Switch S4128F-ON
- Document Final as deployed Dell EMC hardware environment

ADDITIONAL TASKS

- Work with City and Police staff to migrate up to 10 virtual machines
- Setup and Configure CloudIQ for all Dell datacenter hardware in City of Edinburg
- Provide basic knowledge transfer throughout the deployment

POST IMPLEMENTATION

- Troubleshoot and correct any connectivity, functionality, or performance issues within the scope of this project
- Complete documentation of final environment
- Review document and conduct knowledge transfer session

Proposed solutions will include a project plan which addresses delivery from the manufacture(s), delivery on-site to the City of Edinburg. Clear detailed information of project responsibilities for both vendor personnel and City personnel must be included.

Support: A support plan for a minimum 12 months' vendor support and 3-year manufacture warranty must be included within the vendor's proposal. Vendors must clearly state the level, time-frame, duration support and warranty detail for all hardware, software, and system management/configuration tools.

Documentation: Vendor will need to provide a graphic design with clear distinctions between vendor supplied hardware/software and existing City elements, indicating the proposed design's capacities, speeds, protocols, and all configurations to be used in the **VIRTUALIZATION INFRASTRUCTURE PROJECT**. Accompanying documentation will demonstrate the performance of the recommended solution under normal operating conditions and fail-over conditions. At acceptance, the vendor will deliver to the City of Edinburg a graphic and narrative "as built" document in electronic format.

Vendor must deliver the following:

- Fully deployed infrastructure related to project
- Project documentation
- Complete Transfer of operation to client
- Complete project close out

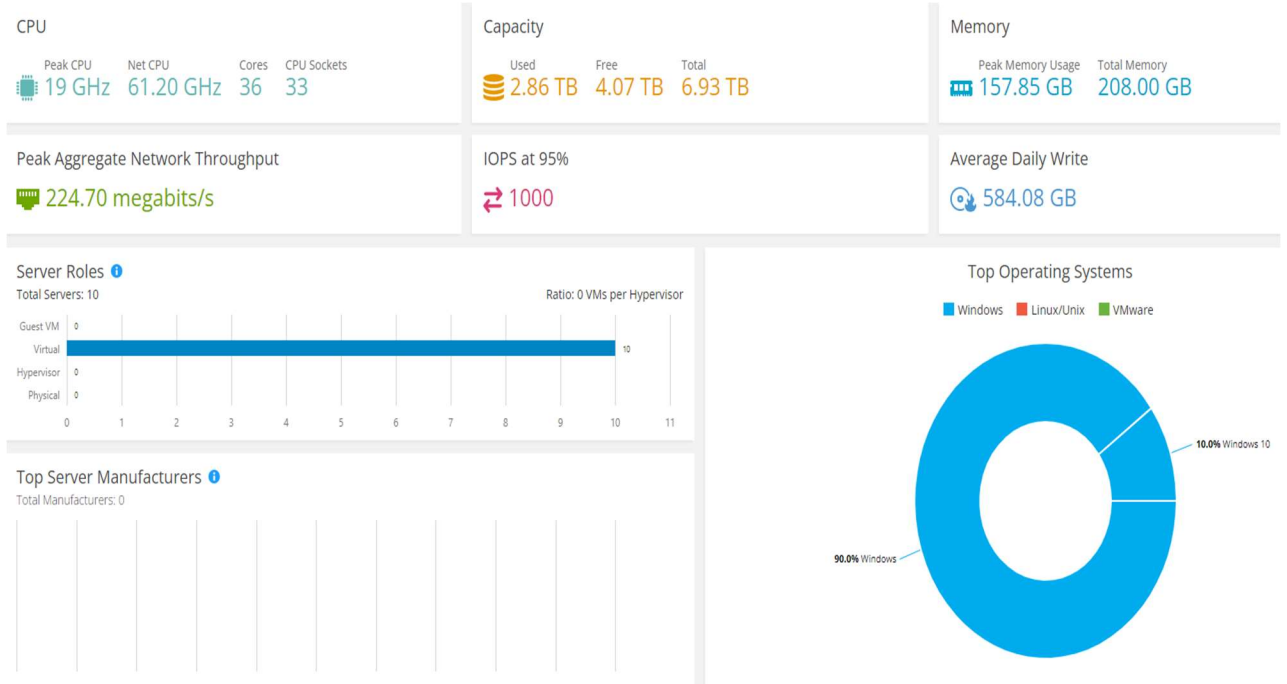
2.4 Scope of Design:

QTY	DESCRIPTION	LIST PRICE	EXTENDED LIST PRICE	SELLING PRICE
6	DELL PowerEdge R650 Servers			
	PowerEdge R650xs			
	8x2.5 Front Storage SAS/SATA Backplane			
	No Rear Storage			
	Trust Platform Module 2.0 V3			
	2.5" Chassis w/ up to 8 Hard Drives (SAS/SATA), 1 CPU intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200			
	No Additional Processor DDR4-2933			
	Heatsink for CPU greater than or equal to 185W Blank for 1CPU Configuration			
	Performance Optimized 3200MT/s RDIMMS			
	RAID 1			
	PERC H745 Controller, Front			
	Front PERC Mechanical Parts, Front load			
	Power Saving Dell Active Power Controller			
	UEFI BIOS Boot Mode w/ GPT partition			
	High Performance Fan x5			
	Dual, Ht-plug, PSU (1+1), 800, Mixed Mode Riser Config4, 1xOCP 3.0(x16)+ 1x16LP			
	PowerEdge R650xs Motherboard			
	iDRAC, Enterprise 15G			
	Broadcom 57504 Quad Port 10/25GbE,SFP28, OCP NIC 3.0			
	Standard Bezel			
	Dell EMC Luggage Tag (x8 or x10 chassis)			
	No Quick Sync			
	iDRAC, Factory Generated Password			
	iDRAC Group Manager, Disabled			
	VMware ESXi 7.0 U2 Embedded Image (License not included)			
	No Media Required			
	ReadyRails Sliding Rails without Cable Management Arm			
	No Internal Optical Drive			
	No Systems Documentation, No OpenManage DVD Kit			
	PowerEdge R650xs Shipping			
	PowerEdge R650xs x8 Shipping Material			
	PowerEdge 1U CE, CCC, Marking DELL EMC Label (BIS) for Chassis			
	US Order			
	Dell Hardware Limited Warranty Plus Onsite Service			
	ProSupport 7x24 Technical Support & Assistance 3 years			
	ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 years			
	On-Site Installation Declined			
	16GB RDIMM, 3200MT/s Dual Rank – QTY 8/ea.			
	480GB SSD SATA Read Intesive 6Gbps 512			

	2.5in Hot-plug AG Drive, 1 DWPD-QTY 2/ea.			
	C13 to C14 PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America – QTY 2/ea.			
	Dell Networking, Cable, SFP+ to SFP+, 10GbE Copper Twinax Direct Attached Cable, 3 Meter – QTY 4/ea.			
	VMware vSphere 7 Enterprise Plus for 1 CPU, up to 32 cores, 3 year License and Maintenance			
1	VMWARE SOFTWARE			
	VMware vCenter 7 Standard, Per Instance, 3 Year License/Maintenance ProSupport for Software, VMware, vCenter Standard, 3 years ProSupport Software, VMware, Contract, 3 years			
2	Four (4) DELL EMC ME4024 Storage Array			
	25Gb iSCSI 8 Port Dual Controller			
	Rack Rails 2U			
	ME Series 2U Bezel			
	Power Supply 580W, Redundant			
	DELL EMC ME4024 Shipping US Order			
	DELL Hardware Limited Warranty			
	ProSupport Mission Critical 7X24 Technical Support and Assistance 3 years			
	On-site Installation Declined			
	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attached Cable, 3 Meters – QTY 8/ea.			
	1.9TB SSD SAS ISE Read Intensive 12Gbps 512 2.5 Hot-Plug AG Drive, 3.5in HYB CARR – QTY 12/ea.			
	Jumper Cord – C13/C14, 0.6M, 250V, 13A (North American) – QTY 2/ea.			
4	DELL EMC SWITCH S4128F-ON			
	Dell EMC Switch S4128F-ON, 1U, 28 x 10GbE SFP+ 2 x QSFP28, PSU to IO, 2 PSU, Os10			
	VLT Tech Sheet Document			
	OS10 Enterprise S4128F-ON			
	Dell EMC Networking S4100-ON Americas User Guide			
	Dell Hardware Limited Warranty 1 year			
	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 1 Year			
	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended			
	ProSupport: 7X24 HW/SW Technical Support & Assistance 3 Years			
	Dell Limited Hardware Warranty Extended Years(s) Info 3 rd party software warranty provided by vendor			
	On-Site Installation Declined			
	3 years prosupport OS10 Enterprise Software Support-Maintenance			
	Dell Networking Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US-QTY, 2/ea.			

	Dell Networking Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US-QTY, 2/ea.			
	Dell Networking, Transceivers, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach – QTY 2/ea.			
	Dell networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter			

2.5 LIVE OPTICS DATA:



Total Combined Capacity

6.93 TB
28.09 MB/s

Peak Aggregate Network

Total Used/Free

2.86 TB / 4.07 TB

Total Memory

208.00 GB

IOPS 6935 at peak, 1000 at 95%

VM Guest Count 0

Read/Write Ratio 56% / 44%

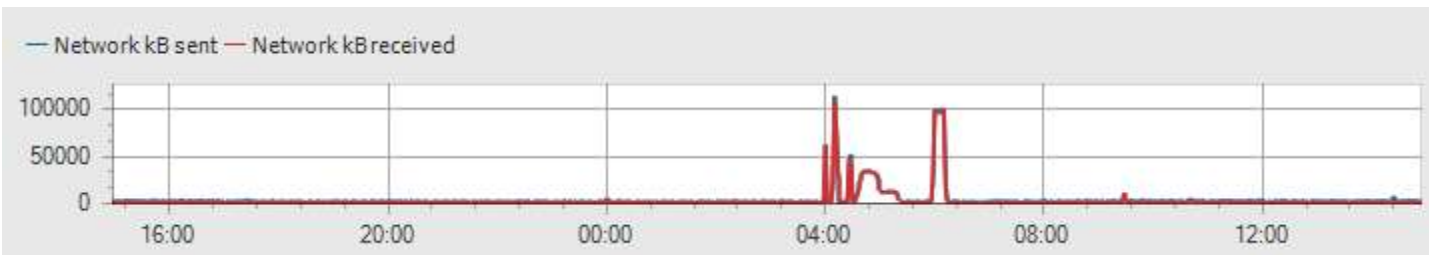
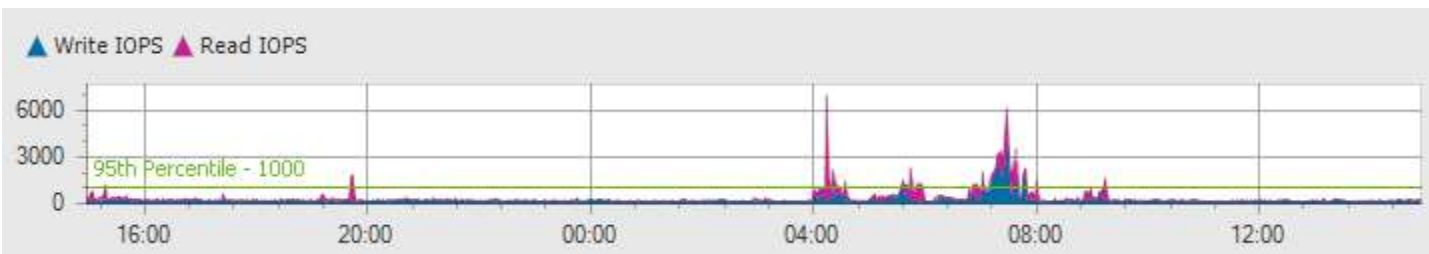
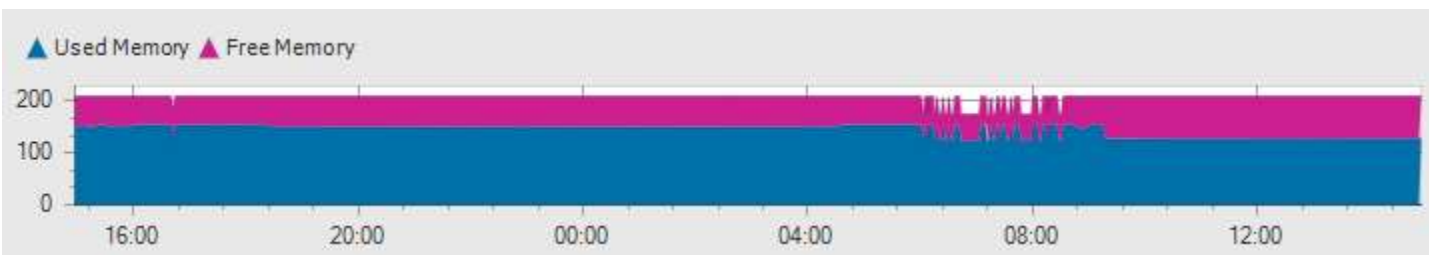
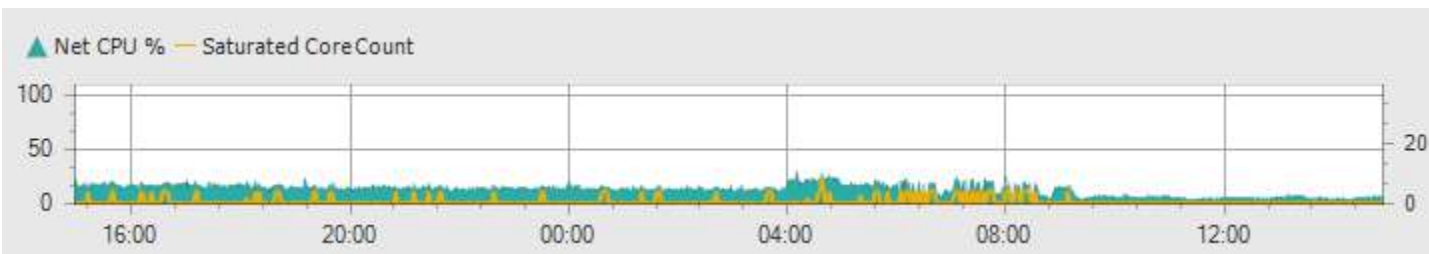
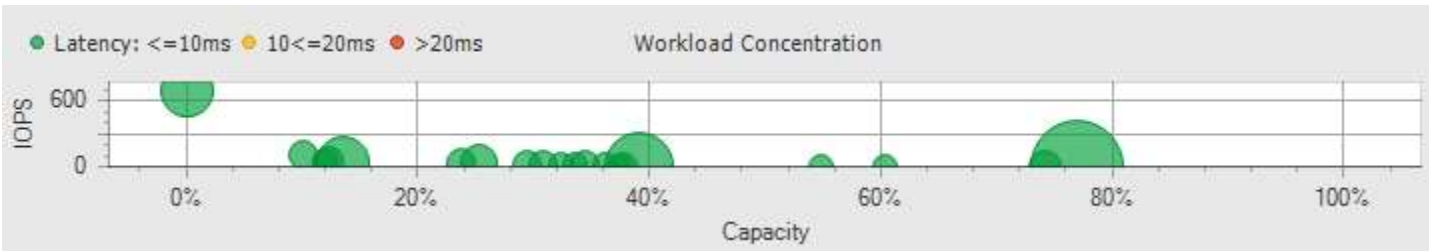
Peak page fault of 8661 for server NW-PDRPT

Average Daily Write 584.08 GB

A peak of 18.6 (30.4%) of 61.2 NetCPU Cycles (GHz)

Total Cores / Total 36 / 33

81% of IOPS falls on 20% of your capacity (725.60 GB)



Total Local Capacity	6.93 TB	Total Shared	
Free/Used Local Capacity	4.07 TB (59%), 2.86 TB (41%)	Free/Used Shared	0 GB (100%), 0 GB (0%)
Disk Throughput	353 MB/s	Total Disks	20

