

Solicitation RFB 20-21-53

Microsoft Office 365 and Enterprise Licenses

Bid Designation: Public



**City of
Santa Clara**

City of Santa Clara

Bid RFB 20-21-53

Microsoft Office 365 and Enterprise Licenses

Bid Number **RFB 20-21-53**
 Bid Title **Microsoft Office 365 and Enterprise Licenses**

Bid Start Date **Feb 22, 2021 4:38:35 PM PST**
 Bid End Date **Mar 5, 2021 2:00:00 PM PST**
 Question & Answer End Date **Feb 26, 2021 2:00:00 PM PST**

Bid Contact **Theresa Porter**
Contracts Manager
408-615-2051
tporter@santaclaraca.gov

Contract Duration **3 years**
 Contract Renewal **1 annual renewal**
 Prices Good for **3 years**

Bid Comments **The City of Santa Clara ("City") is soliciting bids for Microsoft Office 365 and Enterprise Licenses from Microsoft Licensing Solution Providers (LSP) that were selected through the County of Riverside Request for Quote #RIVCO-2020-0000048.**

The terms and conditions of this contract shall be governed by the terms and conditions set forth in the Microsoft Enterprise Agreement. Upon award, the City will require the awarded Licensing Solution Provider to prepare the Microsoft Enrollment Form and send to the City for signature.

The City shall issue annual purchase orders during the initial term of three (3) years to the successful bidder. After the initial period, the City reserves the right to exercise one additional three-year period extension for a total of six (6) years.

ESTIMATED QUANTITIES:

The quantities specified herein are the City's best estimate of the annual quantities that will be purchased; however, they are not guaranteed. Any variations from these estimated quantities shall not entitle the bidder to an adjustment in unit pricing or rates.

GENERAL INSTRUCTIONS:

- 1. Refer to the RFB Instructions document and any other attached documents.**
- 2. For product information, please contact Microsoft representative Dominique Williams at 469-775-3278 or dominique.williams@microsoft.com.**
- 3. Submit quote responses online through Periscope S2G (formerly BidSync), including electronic attachments if applicable, and/or through the "Vendor Notes for Offer" function. The City will not accept hardcopy quotes.**
- 4. Price all line items or clearly show "No Charge" or "included" (not left blank or zero).**

BASIS OF AWARD:

Price-Determinative:

The award for this requirement will be based on lowest responsive and responsible quote that meets all specifications. The City may award by line item, lot, or overall lowest cost after application of local business and small business preferences, if applicable.

Item Response Form

Item **RFB 20-21-53--01-01 - TOTAL BASE BID AMOUNT**

Quantity **1 each**

Unit Price

Delivery Location

City of Santa Clara

City of Santa Clara

1500 Warburton Avenue

Santa Clara CA 95050

Qty 1

Description

Please enter the Total Base Bid Amount from Item #22 on Attachment 1, Bid Pricing Form.



City of Santa Clara

The Center of What's Possible

Request for Bids (RFB)

Microsoft Office 365 and Enterprise Licenses

RFB# 20-21-53

Key Information and Dates:

Bid issue date:	February 22, 2021
Deadline for questions/clarifications:	February 26, 2021 at 2:00 pm Pacific Time
Bid due date and time:	March 5, 2021 at 2:00 pm Pacific Time
Public Opening of Bids:	All bids will be available on-line once the bid closes
Purchasing Contact Name:	Theresa Porter Phone: (408) 615-2051 Email: tporter@santaclaraca.gov

1 **INTRODUCTION**

- 1.1 The City of Santa Clara (hereinafter "City") is soliciting bids for Microsoft Office 365 and Enterprise Licenses from Microsoft Licensing Solution Providers (LSP) that were selected through the County of Riverside Request for Quote #RIVCO-2020-0000048.
- 1.2 This bid package contains all of the information and documents necessary to prepare and submit a responsive bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.
- 1.3 The City will issue annual blanket purchase orders to the successful bidder(s) during the initial term of three (3) years. After the initial term, the City reserves the right to exercise one (1) additional three-year period extension for a total of six (6) years.
- 1.4 The City may subscribe to additional Microsoft products during the term of the City Microsoft Enterprise License Agreement. Where applicable the baseline price/rate used will be that of the County of Riverside Microsoft Master Agreement 8084445 Level D pricing.

2 **MINIMUM QUALIFICATIONS**

The Bidder must meet the following minimum qualifications. Bids that fail to meet the minimum qualifications in this section will be considered non-responsive and disqualified from further consideration.

- 2.1 Must be a Microsoft Licensing Solution Provider (LSP) awarded through the County of Riverside Request for Quote #RIVCO-2020-0000048.

3 **DEFINITIONS**

Term	Definition
City	City of Santa Clara
Contractor Vendor Supplier	Dealership and/or vendor and their representatives providing equipment, furnishings and related interior items, and installation services for the project.
Bidder	Any person or company submitting a bid in response to this RFB document.
Responsive Bidder	Any person or company who has submitted a bid which conforms in all material respects to the Invitation for Bids.
Responsible Bidder	"Responsible" means a Bidder's quality, fitness and capacity to perform the particular requirements of the proposed work.
Shall	When the word "shall" is used with respect to a requirement, bidders may not take an exception.

4 **HOW TO OBTAIN THIS RFB**

- 4.1** This RFB may be downloaded from the Periscope S2G (formerly BidSync) e-Procurement system located at <https://www.periscopeholdings.com/s2g>. Bidders can also find a link at the City of Santa Clara website at www.santaclaraca.gov. At either Web site, follow the links to register for the on-line service. You may register for free either online or by calling Periscope S2G (formerly BidSync) Vendor Support at **1-800-990-9339**, telling the support representative that you are registering for City of Santa Clara procurements.
- 4.2** Bidders can attach documents on Periscope S2G (formerly BidSync) for online bids by clicking on "Upload Attachments", then browse through your computer to find the document you want to attach. Click "Browse", find the document, and click "Open". The location of the document will be in the browse field. Click on "Submit" to attach the document. Any questions regarding document attachment or uploading should be directed to Periscope S2G (formerly BidSync) at the above-mentioned telephone number.
- 4.3** All addenda and notices related to this procurement will be posted by the City on Periscope S2G (formerly BidSync). In the event that this RFB is obtained through any means other than Periscope S2G (formerly BidSync), the City will not be responsible for the completeness, accuracy, or timeliness of the final RFB document.

5 **COMPLETE RFB**

This document describes the products and/or services required by the City, the RFB process and RFB provisions. Bidders are responsible for ensuring that they possess all of the documents identified below. If a document is missing, please contact the Procurement Contact listed in this document.

5.1 **ATTACHMENTS**

Attachment Number	Title
1	Bid Pricing Form
2	Bid Certification Form
3	Local Business Enterprise Preference Request

6 **PRE-BID CONFERENCE**

- ☒ There is no pre-bid conference for this requirement
- ☐ There is a non-mandatory pre-bid conference for this requirement (see below for details).
- ☐ There is a mandatory pre-bid conference for this requirement (see below for details)

7 INSTRUCTIONS TO BIDDERS

7.1 PREPARATION OF BID

- 7.1.1** All bid pricing shall be submitted online using Periscope S2G (formerly BidSync). All required forms that must be included with your bid shall be electronically attached and submitted with your bid.
- 7.1.2** Bidders shall quote unit price on each and every item to be considered responsive; partial bids shall not be accepted. "Unit Price" is the bid price for each item. "Extended Price" is the extension of the estimated quantities multiplied by the "Unit Price." Each line item extended price is to be entered in the space provide. Bidders are cautioned to check bid price entries for correctness of unit prices, extended prices, and total prices. In case of an error in the extension of prices in the bid, unit price shall govern and the City will re-calculate a corrected total.
- 7.1.3** Bidders are to attach a copy of the signed Bid Certification Form to the electronic bid submission, including any other required attachments.
- 7.1.4** No bid shall be altered, amended, or withdrawn after the specified bid due time and date.
- 7.1.5** Periods of time, stated as a number of days, shall be in calendar days (not working days).
- 7.1.6** It is the responsibility of all bidders to examine the entire RFB package and seek clarification, if necessary. Negligence in preparing a bid confers no right of withdrawal after the bid closes.
- 7.1.7** No plea of ignorance of conditions that exist, or that may exist hereafter, or of conditions or difficulties encountered in execution of work under this contract will be accepted as an excuse for failure of, or omission on the part of contractors to fulfill in every detail all of the requirements of contract, nor will they be accepted as basis for any claims whatsoever for extra compensation.
- 7.1.8** All costs associated with responding to this bid shall be at the bidder's sole expense. The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 7.1.9** Submission of additional or conflicting terms, conditions or agreements with this bid document will result in the determination that the bid is non-responsive.
- 7.1.10** The bid documents are complementary, and what is called for by any one of the documents shall be as binding as if called for by all.

- 7.1.11** The City, in its sole discretion, may reject any or all bids received, including separately bid items where a partial bid award is possible under the terms of this RFB.

7.2 REQUIRED BID SUBMISSION DOCUMENTS

The documents required to be included in your electronic submission are listed below:

Document to Submit	Attachment #	When to Submit	Comments
Bid Pricing Form	1	With your bid, by bid due date	Attach to electronic submission.
Bid Certification Form	2	With your bid, by bid due date	Attach to electronic submission.
Local Business Enterprise Preference Request	3	With your bid, by the bid due date (if applicable).	Attach to Electronic Submission

7.3 OBJECTIONS

Any objections as to the structure, content or distribution of this RFB must be submitted in writing to the procurement contact identified on the Cover Page prior to the submission deadline for Questions and Answers. Objections must be as specific as possible, and identify the RFB section number and title, as well as a description and rationale for the objection.

7.4 INQUIRIES

Any questions related to this Bid shall be directed to the procurement contact identified on the cover page by the deadline specified. Bidders shall not contact any other City employee or individual that may have been involved with the development of this Bid. All questions are to be submitted in writing through the Periscope S2G (formerly BidSync) Question and Answer utility. All responses to questions will be in writing in the form of an addendum. Questions answered on Periscope S2G (formerly BidSync) shall be considered addenda to the RFB. Oral interpretations or clarifications will be without legal effect.

7.5 WITHDRAWAL OF BID

A Bidder may withdraw their bid at any time prior to the bid submittal deadline.

7.6 BID OPENING

All bids will be publicly available on Periscope S2G (formerly BidSync) after the bid closes. Periscope S2G (formerly BidSync) will show the apparent lowest bidder. All bids will be verified by the City, and the City will publish a Notice of Intended Award (net of any local business preference, if applicable) typically within ten days after the bid close date.

7.7 LATE BIDS

Late bids will not be accepted.

7.8 EVALUATION OF BIDS

The City will evaluate bid submittals according with the following general criteria:

- 7.8.1** Responsibility: The bidder has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract.
- 7.8.2** Responsiveness: Bids will be examined to ensure that the bidder has submitted both the required documentation and is responsive to the technical specifications.

7.9 DETERMINATION OF LOW BID

The award will be made to the lowest responsive, responsible bidder of the total base bid.

8 PROTESTS

- 8.1** If an unsuccessful Bidder wishes to protest the award recommendation, the unsuccessful bidder must submit the protest in writing to the Purchasing Officer no later than ten calendar days after announcement of the apparent successful Bidder. Protest must detail the grounds, factual basis and provide all supporting information. Protests will not be considered for disputes of bid specifications.
- 8.2** The address for submitting a protest is:

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: Purchasing Manager

9 GROUND FOR DISQUALIFICATION

Factors, such as, but not limited to, any of the following, may disqualify a proposal without further consideration:

- 9.1** Contact regarding this procurement with any City official or employee or evaluation team member other than the Procurement Contact from the time of issuance of this solicitation until the end of the protest period.
- 9.2** Evidence of collusion, directly or indirectly, among Bidders regarding the amount, terms, or conditions of this bid.
- 9.3** Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.
- 9.4** Evidence of submitting incorrect information in the response to a solicitation or misrepresent or fail to disclose material facts during the evaluation process.
- 9.5** Offering gifts or souvenirs, even of minimal value, to City officers or employees.
- 9.6** Existence of any lawsuit, unresolved contractual claim or dispute between Bidder and the City.
- 9.7** Evidence of Bidder's inability to successfully complete the responsibilities and obligations of the proposal.
- 9.8** Bidder's default under any City agreement, resulting in termination of such Agreement.

10 TERMS AND CONDITIONS

The terms and conditions of this contract shall be governed by the terms and conditions of the Microsoft Enterprise Agreement. Upon award, the City will require the awarded Licensing Solution Provider to prepare the Microsoft Enrollment Form(s) and send to the City for signature.

11 WAGE REQUIREMENTS

- ☒ There are no prevailing wage requirements.
- ☐ There are prevailing wage requirements (see below).

12 INSURANCE

- ☒ There are no special insurance requirements.
- ☐ There are special insurance requirements (see below).

13 PAYMENT BOND REQUIREMENTS (FOR SERVICES)

- ☒ A payment bond is not required.
- ☐ A payment bond is required (see below).

14 PERFORMANCE BOND REQUIREMENTS

- ☒ A performance bond is not required.
- ☐ A performance bond is required (see below).

15 WAIVER OF BID DEFECTS

Notwithstanding any other provision of the RFB, the City shall have the right to waive any informalities or minor irregularities in bids or bidding.

16 PUBLIC RECORD

All bids shall become the property of the City and shall become a matter of public record available for review.

17 OTHER PUBLIC AGENCY PURCHASES

- 17.1** It is intended that any other public agency be permitted to purchase under the terms submitted in response to this procurement. Any participating public agency shall accept sole responsibility for the placing of orders, arranging for delivery and/or services, and making payments to the Contractor. The City of Santa Clara will not be liable or responsible for any obligations, including but not limited to financial responsibility, in connection with participation by other public agencies.
- 17.2** If other agencies participate, the contractor shall furnish the City of Santa Clara an annual report showing the name of the agencies, contact person, and phone number for each agency, and details of items supplied, including quantities. This report shall

be furnished to the City on the anniversary date of the commencement of the contract.

18 PAYMENT TERMS

- 18.1** Pricing shall be firm fixed for the initial term of the contract. During this period the price may not change.
- 18.2** Contractor may request adjustments to compensation rates prior to any option to renew the Agreement after the Initial Term. Request for increase must be fully documented by Contractor. Price adjustments are subject to City's approval. Pricing shall be aligned with the County of Riverside Microsoft Master Agreement 8084445 Level D pricing.

19 TAXES

- 19.1** Do not include California retail sales tax in your bid price.
- 19.2** The City of Santa Clara is exempt from federal excise tax, including federal transportation tax. The City will provide an exemption certificate as appropriate.
- 19.3** Contractors conducting business in the City of Santa Clara or using their own trucks to deliver merchandise must pay a City of Santa Clara Business Tax. To apply for a business license, Contractors must complete the business license application at <https://www.santaclaraca.gov/home/showdocument?id=65820>.

20 LOCAL BUSINESS ENTERPRISE

Chapter 2.102 of the Santa Clara Municipal Code provides for a one percent (1%) price preference for Local Businesses in the procurement of contracts for supplies, materials and equipment and for general services. In order for the Bidder to be eligible for local business preference, the Bidder must complete Attachment 3, Local Business Enterprise Preference Form. If the Bidder fails to complete this form and submit it with the bid, the Bidder will be denied consideration for local business preference. This information cannot be submitted later.

21 LOCATION AND DELIVERY

- 21.1** The Contractor agrees to make deliveries to City location(s) only upon receipt of a duly signed and approved purchase order/release issued by the City. Delivery made without such documentation shall be at the Contractor's risk.
- 21.2** The Contractor will be responsible for all costs associated with shipping, and delivery. All items delivered shall be Free On Board (F.O.B.) Destination, full freight prepaid except for special or expedited orders. In the event of special or expedited orders where incremental transportation or shipping fees are incurred by Bidder, those incremental freight charges shall be added as a separate line item to the invoice submitted.
- 21.3** The successful Bidder shall authorize immediate replacement of any item that has been damaged in transit.

RFB 20-21-53
Bid Pricing Form

Bidder Company Name:

INSTRUCTIONS

- Lowest base bid award will be determined by the Total Base Bid (Item #22).
- Prices shall be firm fixed as specified below for the initial three-year term of the contract.
- In the event of a calculation error this Bid Pricing Form, not calculated values shall prevail. The City will re-calculate a corrected total(s) as required.
- Provide explanations or clarifications in the Additional Information columns.
- The City may subscribe to additional Microsoft products during the term of the City Microsoft Enterprise License Agreement. Where applicable the baseline price/rate used will be that of the County of Riverside Microsoft Master Agreement 8084445 Level D pricing.

Line #	Description	Annual Qty	UOM	Unit Price Years 1 - 3	Extended Price Years 1 - 3	Additional Information
1	Audio Conferencing GCC	50	EA		\$0.00	
2	Azure Monetary Commitment Government	1	EA		\$0.00	
3	Exchange Online Plan 1 GCC	105	EA		\$0.00	
4	Exchange Server Standard SA	2	EA		\$0.00	
5	M365 E3 GCC FROM SA	1000	EA		\$0.00	
6	M365 E5 GCC FROM SA	45	EA		\$0.00	
7	M365 E5 GCC	165	EA		\$0.00	
8	M365 F3 GCC	50	EA		\$0.00	
9	Project Plan 3 GCC SA	2	EA		\$0.00	
10	Project Plan 5 GCC SA	21	EA		\$0.00	
11	Project Plan Essentials GCC SA	24	EA		\$0.00	
12	SharePoint Server SA	2	EA		\$0.00	
13	SQL Server Enterprise SA	1	EA		\$0.00	
14	SQL Server Enterprise L&SA	4	EA		\$0.00	
15	SQL Server Standard SA	10	EA		\$0.00	
16	SQL Server Standard	5	EA		\$0.00	
17	Windows Remote Desktop SA	70	EA		\$0.00	
18	Windows Server Standard SA	18	EA		\$0.00	
19	Windows server data center SA	13	EA		\$0.00	
20	Windows Server Data Center Step up from Standard L&SA	5	EA		\$0.00	
21	ANNUAL TOTAL COST				\$0.00	
22	THREE YEAR TOTAL COST (TOTAL BASE BID)				\$0.00	

ATTACHMENT 2 – BID CERTIFICATION FORM

NO BID SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN THE APPROPRIATE SPACE BELOW.

Bidding Firm Name:		
Address:		
Telephone:		
Facsimile:		
E-Mail:		
Contact Person Name and Title:		

BIDDER REPRESENTATIONS

1. Bidder did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Bidder regarding the amount, terms, or conditions of this bid.
2. Bidder additionally certifies that neither bidder nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Bidder acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFB document or permitted by formal addenda are accepted by the City.
4. Bidder did not receive unauthorized information from any City staff member or City Consultant during the Bidding period except as provided for in the Request for Bid package, formal addenda issued by the City, or the pre-bid conference.
5. Bidder hereby certifies that they will meet the equipment delivery and installation services dates included in the RFB and/or its attachments.
6. As suppliers of goods or services to the City of Santa Clara, Bidder and individuals listed below certify that they do not discriminate in employment of any person because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.
7. Bidder hereby certifies that the information contained in the bid and all accompanying documents is true and correct.
8. As suppliers of goods or services to the City of Santa Clara, Proposer and individuals listed below certify that they do not discriminate in employment of any person because of race, color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, or familial status; and that they are in compliance with all Federal,

State and local laws, directives and executive orders regarding nondiscrimination in employment.

9. Please check the appropriate box below:

☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

☐ If the proposal is made by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

☐ If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is made by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated and the bid shall be signed by each individual.

By signing below, the submission of a bid shall be deemed a representation and certification by the Bidder that they have investigated all aspects of the RFB, that they are aware of the applicable facts pertaining to the RFB process, its procedures and requirements, and that they have read and understand the RFB.

Authorized Representative Name (print name):	
Authorized Representative Signature (sign name):	
Authorized Representative Title (print title):	
Complete Additional Signatures Below as Required Per # 9 Above	
Authorized Representative Name (print name):	
Authorized Representative Signature (sign name):	
Authorized Representative Title (print title):	
Authorized Representative Name (print name):	
Authorized Representative Signature (sign name):	
Authorized Representative Title (print title):	

ATTACHMENT 3

LOCAL BUSINESS PREFERENCE REQUEST

Chapter 2.105 of the Santa Clara Municipal Code provides for a preference for Local Businesses in the procurement of contracts for supplies, materials, equipment, and for general services.

In order to be a Local Business Enterprise (LBE) you must have a current City of Santa Clara Business Tax Certificate Number and have a fixed office in the City of Santa Clara.

The preference shall be applied in the form of a credit applied to the **dollar value** of the bid or proposal. For example, if a local vendor submits a bid in the amount of \$200, a 1% consideration will be applied, and the cost will be evaluated at \$198.

In order to be considered for this preference, you must complete the following statement(s) under penalty of perjury and submit

Business Name			
Business Address			
Telephone No.			
Type of Business	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP
	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other (explain)

Current Santa Clara Business Tax Certificate Number:
Address of Principal Business Office or Regional, Branch or Satellite Office located in the City of Santa Clara (if different from above):

Based upon the forgoing information I am requesting that the Business named above be given the Local Business preference. I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Date: _____
 Signature _____
 Print name: _____

You must sign and submit this form with your bid or quote. Late submittals shall not be accepted.

Question and Answers for Bid #RFB 20-21-53 - Microsoft Office 365 and Enterprise Licenses

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Feb 26, 2021 2:00:00 PM PST