



District of Kitimat
 INVITATION TO QUOTE (ITQ)
 This is NOT an order

ITQ #: DOK11-2020
 ITQ NAME: NUTANIX HCI DATA CENTRE
 Issue Date: June 9TH, 2020

Closing date and time: Respond before **2:00 pm** Pacific Time on **June 30, 2020**. The District will commence evaluation of responses after that time and reserves the right at its sole discretion to accept or reject any responses received after that time.

Submit bid to: District of Kitimat, 206 Enterprise Ave, Kitimat BC V8C 2C7
 fax 250-632-4650
 email address: purchasing@kitimat.ca

Contact for questions: Robyn Iannarelli, purchasing@kitimat.ca
 Any questions should be submitted in writing. Enquiries and responses will be recorded and may be distributed to all bidders at the District's discretion.

Requirement: Supply of a new Nutanix HCI Data Centre as per specifications in Appendix A.

How to respond: Please respond by completing this quotation page, the following page, and Appendix A (i.e. pages 1 to 4). Prices quoted are to be exclusive of PST and GST. Quotes are to be FOB destination including all delivery charges. Bids should be submitted on this form and may be sent in hard copy, faxed, or emailed. If submitting by email, please submit one single document in Word or pdf format. Do not submit multiple attachments. Terms and conditions are on page 5.

Delivery location: District of Kitimat, 206 Enterprise Ave, Kitimat BC V8C 2C7

Addenda: Should a correction be necessary or should additional information become available during the Invitation for Quotation process, it may be distributed in the form of an addendum posted on BC Bid. The District of Kitimat assumes no responsibility for notifying individual bidders of the existence of addenda. It is the sole responsibility of the bidder to ensure it has obtained, prior to the closing, any addenda issued by the District of Kitimat.

Issue date: June 5TH, 2020

Pricing: Firm all-inclusive price to supply and deliver equipment as described below, including all transportation, inspection, tariffs, duties, and taxes except PST and GST is:

DESCRIPTION	QUANTITY & UNIT OF ISSUE	UNIT PRICE	EXTENDED PRICE, EXCL. PST & GST
1 Supply of NUTANIX HARDWARE MFG# Q#SWS12101858-V0-HW as per specifications in Appendix A	1 Lot	\$	\$
2 Environmental Fees	1 Lot	\$	\$
3 Any other fees, charges, or levies	1 Lot	\$	\$



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	(Please state: _____)			
Total Price excluding PST and GST				\$

Guaranteed delivery time from receipt of purchase order	_____ days
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The undersigned agrees to be bound by the terms and conditions of this Invitation for Quotation and to supply the goods or services listed at the prices quoted. If a Purchase Order is issued by the District of Kitimat to the undersigned, the undersigned will be bound by and will comply with the terms and conditions contained in the Invitation for Quotation, and the Purchase Order which will constitute the full and complete agreement between the parties.

BIDDER INFORMATION		
Name & title of individual		
Legal name of company		
Company address		
Phone and fax numbers	ph _____	f _____
Email address		
Addenda acknowledged		
WCB No.		GST No.

Signature

Date

Appendix A: Specifications

1.1. Overview of Requirement

The District of Kitimat is seeking quotations for a new Nutanix HCI Data Centre as per the specification below.

1.2. Approved Manufacturers

- Nutanix

1.3. Product Specifications

Description	Yes/No/ Not Applicable	Comments
State the brand name		
State the model number and/or part number		
Chassis: 2U Rack Mount		
NUTANIX HARDWARE MFG# Q#SWS12101858-V0-HW	1	
NUTANIX AOS PRO - SUBSCRIPTION LICENSE (3 YEARS) + PRODUCTION SUPPORT - 1 MFG# SW-AOS-PRO-PRD-3YR UNSPSC: 43232804	1	
INCLUDING:		
P18229-B21 - HPE DX360 Gen10 4LFF CTO Svr	3	
P18229-B21 ABA - HPE DX360 Gen10 4LFF CTO Svr U.S. - English localization	3	
P24646-L21 - HPE DX360 Gen10 4210R FIO Kit	3	
P24646-B21 - HPE DX360 Gen10 4210R FIO2 Kit	3	
P18448-B21 - HPE DX 16G 1Rx4 PC4-2933Y-R Smt FIO Kit	48	
P22552-B21 - HPE DX 10TB SAS 7.2K LFF SC 512e FIO HDD	6	
P22555-B21 - HPE DX 7.68TB SAS RI LFF SCC DS FIO SSD	6	
P18356-B21 - HPE DX360 Gen10 LP FIO Riser Kit	3	
P18460-B21 - HPE DX Eth 1Gb 4p 366T FIO Adptr	6	
P18458-B21 - HPE DX Eth 10Gb 2p 562FLR-T FIO Adptr	3	
P18226-B21 - HPE DX 500W FS Plat Ht Plg LH FIO PS Kit	6	
P23849-B21 -HPE DX 1U Gen10 LFF EI FIO Rail Kit	3	
NUTANIX AOS PRO - SUBSCRIPTION LICENSE (3 YEARS) + PRODUCTION SUPPORT - 1 C MFG# L-CORES-PRO-PRD-3YR UNSPSC: 43232804	60	
NUTANIX AOS PRO - SUBSCRIPTION LICENSE (3 YEARS) + PRODUCTION SUPPORT - 1 T MFG# L-FLASHTIB-PRO-PRD-3 UNSPSC: 43232804	42	
Documentation: copies of all manuals and other related manufacturer's documentation.		
Warranty Support: Nutanix Software: 3 years of priority Production Support HPE Hardware: 3 year Enterprise Class, Next Business Day on-site support		
Physical Installation: Not required		

Invitation to Quote Terms and Conditions

1. Bidders must submit a Quotation that complies with the instructions provided as found on the front cover page of this ITQ.
2. By submitting a Quotation in response to this ITQ, the bidder is deemed to have agreed to the terms and conditions of this ITQ, and if selected as the successful bidder, to supply the services listed at the prices quoted in the submitted Quotation on the terms and conditions of the DOK Standard Terms and Conditions of Purchase, including the Schedules embedded in this ITQ document.
3. Quotations will be marked with their receipt time at the closing location. Only complete Quotations received and marked before closing time will be considered to have been received on time. Hard copies of late Quotations will not be considered or evaluated. Electronic Quotations that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the Quotation receipt time as recorded at the closing location will prevail whether accurate or not.
4. Quotations will remain valid for 30 days from the closing date of this ITQ, despite anything to the contrary on the Quotation.
5. Lowest or any Quotation will not necessarily be accepted.
6. Bidders must comply with all applicable laws.
7. Bidders are solely responsible for their own expenses, if any, in preparing and submitting a Quotation and, if successful, in finalizing a contract.
8. Quotations must be submitted in English as the working language of the District is English.
9. If a key resource is named in a Quotation, the bidder represents and warrants that the key resource named meets all of the requirements set out in this ITQ.
10. Once an award is made, the successful bidder will be held to its Quotation as of the closing date of the ITQ even if the bidder later alleges a mistake was made in the Quotation.
11. If a bidder discovers that it has made an error in its Quotation, the bidder may forward a correction notice to the District at the location identified on the front cover page of this ITQ or withdraw its Quotation, but the correction or withdrawal must be received before the closing date and time for the ITQ.
12. Before an award is made, if it appears that an error has been made in a Quotation, the District may, in its sole discretion, communicate with the bidder to ascertain if it wishes to honour the Quotation or permission to withdraw the Quotation. If the bidder is permitted to withdraw its Quotation, the Quotation will not be considered further.
13. The District reserves the right to award this order in part or in full, on the basis of Quotations received unless the bidder specifies that its Quotation is valid only for the complete order.
14. The District may consider and evaluate any Quotation from another jurisdiction on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Quotation from a British Columbia supplier.
15. It is intended that a contract on the terms and conditions of the General Service Agreement will be issued to the bidder whose Quotation has the lowest fixed price/rate/unit price (as applicable to this ITQ) for the Services. The District will not be obligated in any manner to any bidder whatsoever until a General Service Agreement has been executed and delivered by both the District and the successful bidder respecting a Quotation.
16. Neither acceptance of a Quotation nor execution of General Service Agreement will constitute approval of any activity or development contemplated in any Quotation that requires any approval, permit, license or other statutory authority pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.
17. All inquiries related to this ITQ are to be directed to the District, to the contact person noted on the front cover page of this ITQ. Information obtained from any other source is not official and may be inaccurate. Inquiries and responses may be posted on the BC Bid website (www.bcbid.ca) or distributed to all bidders, at the District's option.
18. All documents submitted to the District are subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act*. For further information about Freedom of Information please see http://www.cio.gov.bc.ca/cio/priv_leg/index.page.
19. While the District has used considerable efforts to ensure an accurate representation of information in this ITQ, all bidders are urged to conduct their own investigations into the material facts. The District will not be held liable or accountable for any error or omission in any part of this ITQ.

District of Kitimat Standard Terms and Conditions of Purchase

OFFER AND ACCEPTANCE:

The Supplier, by the acceptance of a contract and/or purchase order enters into a binding agreement of purchase and sale with the District of Kitimat (the "District") for the supply of the goods and services subject to these terms and conditions.

The District's placement of the contract and/or purchase order with the Supplier is expressly conditioned upon the Supplier's acceptance of all the terms and conditions.

A District of Kitimat formal contract between the District and the Supplier or Service Provider shall be deemed to supersede all prior agreements, correspondence, and undertakings, whether written or oral, including these Standard Terms and Conditions.

BLANKET/CONTRACT ORDERS RELEASE AUTHORIZATIONS – If this order is a blanket order it shall not be binding on the District except to the extent that the District shall commit itself in written authorization issued to the Supplier. It is understood that the District is not obliged to issue any release authorization whatsoever.

1. REQUIRED DOCUMENTATION

Failure to meet these requirements may result in the goods and/or invoices being returned at the Supplier's cost.

1. The purchase order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists and correspondence
2. A separate invoice must be rendered for each shipment or delivery.
3. A packing list must be included with each shipment.
4. Where applicable, serial numbers are to be shown on the invoice including serial numbers of trade-in equipment.
5. The Supplier shall provide all the necessary training and instruction to its personnel, representatives and agents in the storage, handling and use of any product classified as a "Controlled Product" under WHMIS. The Supplier will provide the appropriate labels and safety data sheets (SDS) for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization. The Supplier will ensure and fully comply with the Transportation of Dangerous Goods Act and Regulations (T.G.D.) when shipping goods to the District.

2. INVOICES AND PAYMENT

Invoices shall be sent to:

Accounts Payable
270 City Centre
Kitimat BC V8C 2H7
Fax: (250) 632-4650
Email: purchasing@kitimat.ca

Payment by the District shall be made after final acceptance by the District of the goods and services, notwithstanding any previous passing of title to the goods.

Unless otherwise specified, invoice payment terms are net thirty (30) days from the date the goods are received and accepted by the District, or date of invoice, whichever is later.

Prices are to include all packing, handling, taxes, duties and are otherwise all-inclusive.

3. TERMS OF SHIPMENT

Unless otherwise noted on the face of the contract and/ or purchase order shipping terms are Deliver Duty Paid (DDP) Incoterms 2000.

4. CUSTOMS

For all shipments originating outside of Canada, the Supplier shall attach all required customs documents to the shipment. The Supplier will be responsible for paying any excise tax or other customs duties in force at the time of shipment.

Please indicate our Customs Broker's contact information as follows:

Livingston International Inc.
1140 W Pender Street, Suite 500
Vancouver, BC Canada V6E 4H5

Phone: 604-685-3555
Toll Free Phone: 1-800-663-0301
PARS Fax: 1-866-548-4685
Email: cst88219@livingstonintl.com

5. DELIVERY

Time is of the essence. The Supplier must immediately advise the Purchasing Representative identified on the purchase order of a shortage or delay of any kind. If delivery of goods and services is not completed by the delivery date, the District reserves the right to terminate this contract and/or purchase order in whole or in part and to purchase substitute goods and services elsewhere and charge the Supplier with any incidental or consequential damages that might be incurred.

6. WARRANTY

Without limitation to any additional warranties provided by the Supplier, whether indicated on the face of the purchase order or otherwise provided, the Supplier warrants that:

1. all goods shall be of merchantable quality and free from defects in workmanship and materials;
2. all goods shall strictly conform to applicable samples, specifications and drawings;
3. all goods and services shall be fit for the purpose intended by the District;
4. all goods shall be free and clear of all liens, charges and encumbrances;
5. the goods and services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies;
6. the shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and
7. the goods and services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified in the contract and/or on the purchase order or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the goods and services by the District. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the goods and services furnished by the Supplier, or if the goods and services do not conform to the terms and conditions of the contract and/or purchase order, the District may at its option:

1. require the Supplier to promptly replace, redesign or correct the defective and non-conforming goods and services at no expense to the District, or
2. the District may replace or correct the defective goods and services and charge the Supplier with all expenses incurred by the District. The Supplier agrees to indemnify and save harmless the District, its

members, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Supplier hereunder.

7. INSPECTION

All goods and services purchased hereunder are subject to inspection and approval by the District upon delivery. The District reserves the right to refuse acceptance of goods and services which are not in accordance with District's specifications or not in compliance with the Supplier's warranty (expressed or implied). Goods not accepted will be returned to the Supplier at the Supplier's expense. Payment for any good or service hereunder shall not be deemed an acceptance thereof.

8. CANADIAN STANDARDS ASSOCIATION (CSA) AND ELECTRICAL SAFETY

All items produced as a result of the contract and/or purchase order must meet or exceed CSA standards where this standard applies.

Any electrical equipment used in performance of the contract and/or purchase order must be certified by an accredited certification organization acceptable to the District. All costs of approval will be at the Supplier's expense.

9. SOFTWARE

It is the Supplier's responsibility to ensure that the District has all licenses required to use any software that may be supplied by the Supplier pursuant to the contract and/or purchase order.

10. PERMITS AND LICENCES

The Supplier, their employees, agents and vehicles shall have and maintain valid permits and licenses as required by law for the execution of services detailed in the contract and/or purchase order.

The Supplier shall conform to all federal, provincial, and District acts and regulations that may apply to the operation of the contract and/or purchase order. The Supplier is required to obtain and pay for all necessary permits, licenses and inspection fees.

Certified copies of required permits/licenses will be made available upon request by the District.

11. BUSINESS LICENCE

All Suppliers conducting business with the District that operate within the District of Kitimat will maintain a current District of Kitimat business licence.

12. COMPLIANCE WITH ENVIRONMENTAL LAWS

The Supplier shall comply, and cause any other person acting under its authority or control to comply, in all material respects, with all environmental laws (including, but not limited to, obtaining any required permits or similar authorities) relating to the work/materials and/or equipment being supplied.

13. INSURANCE

All Suppliers/Contractors providing services to the District are required at a minimum to carry the following insurance:

TYPE OF INSURANCE

LIMIT OF LIABILITY

1. Comprehensive General Liability which includes:

- Products/Completed Operations;
- Blanket Contractual;
- Contractor's Protective;
- Personal Injury;
- Contingent Employer's Liability;
- Broad Form Property Damage
- Non-Owned Automobile; Cross Liability Clause.

Bodily Injury & Property Damage
\$2,000,000 event/aggregate

2. Automobile Liability
Please submit APV47

Bodily Injury & Property Damage
\$2,000,000 inclusive

14. ADDITIONAL TERMS

1. Any Deductible or Reimbursable Clause contained in the policy shall not apply to the District of Kitimat and shall be the sole responsibility of the Supplier.
2. The District of Kitimat is named as an Additional Insured (on CGL Insurance). 30 Days prior written notice of material change and/or cancellation will be given to the District of Kitimat.

15. WORKSAFE

Any Supplier providing services to the District will strictly comply with all rules and regulations under the Worker's Compensation Act or any successor legislation and will provide a letter of good standing from WorkSafeBC prior to commencement of Work at the designated site(s). The Supplier agrees that it is the "Prime Contractor" for the purposes of the Worker's Compensation Act and Regulations, unless otherwise advised and accepted in writing by an authorized officer, employee or agent of the District.

16. INDEMNIFICATION

The Supplier shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the District, its elected officials, officers, employees and agents (the Indemnitees) including but not limited to damage to or loss of property and loss of use thereof , and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Contract, expecting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees.

The Supplier shall defend, indemnify and hold harmless the Indemnitees from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performances, or non-performance of this Contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnitees.

17. SUPPLIERS EMPLOYEES

The Supplier's representatives shall be under the exclusive supervision of the Supplier. All responsibility and authority for hiring, training, supervision, direction, compensation, discipline, termination, and administration of the Supplier's representatives, and any and all cost or expenses related thereto, rest exclusively with the Supplier.

18. WAIVER AND LIMITATIONS OF LIABILITY

The Supplier hereby waives and disclaims any right of action or claim against the District (other than for payment of the purchase price set forth on the face of the purchase order) for any liability, loss, cost and expense arising directly or indirectly from its supply of the goods and services listed on the face of the contract and/or purchase order.

If, regardless of the foregoing, the District becomes liable on any basis to the Supplier its liability shall not in the aggregate exceed the purchase price set forth on the face of the purchase order.

Any failure of the District to enforce or require the strict keeping or performance of any of the Terms and Conditions of Purchase will not constitute a waiver and will not affect or impair the District's right at any time to avail itself of such remedies as the District may have for any breach or breaches of such Terms and Conditions.

19. CONFIDENTIALITY

Technical information, specifications, drawings, designs, building and floor plans and other documentation relating to the business or activities of the District disclosed by the District to the Supplier pursuant to this contract and/or purchase order shall be held in strict confidence by the Supplier and shall remain the exclusive property of the District and may not be copied or reproduced without the express written consent of the District.

The Supplier acknowledges that the District is subject to the Freedom of Information and Protection of Privacy Act of British Columbia and agrees to any disclosure of information by the District required by law.

The Supplier agrees to return to the District all of the District's property at the completion of the Goods and/or Services, including any and all copies or originals of reports provided by the District.

20. CONFLICT OF INTEREST

It is the Supplier's sole responsibility to disclose to the District if any Council member for the District or any person who was a Council member for the District at any time during the previous six (6) months, has or will have a direct or indirect pecuniary interest in this order and/or any contract executed with the District.

21. INTELLECTUAL PROPERTY

The Supplier shall defend, indemnify and hold harmless the District, its members, officers, employees, agents, clients, and the public from any expense, cost, loss, claim, damage, judgment or liability for infringement or alleged infringement of third party intellectual property rights including any patent, copyright, industrial design, trademark or trade secret with respect to the goods and services and their process of manufacture. The Supplier shall at its own expense defend or assist in the defence of, at the District's option, any action in which such infringement is alleged.

22. COMPLIANCE WITH LAWS

In accepting the contract and/or purchase order, the Supplier represents that it has complied and will continue during the performance of this contract and/or purchase order to comply with the provisions of all applicable third party contracts, and all applicable federal, provincial and municipal laws and regulations. The laws of British Columbia govern this agreement.

23. NO PROMOTION OF RELATIONSHIP

The Supplier must not disclose or promote its relationship with the District, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the District.

24. ASSIGNMENT

No right of interest in this contract and/or purchase order shall be assigned by either party without the written consent of the other and no delegation of any obligation owed, or of the performance of any obligation by either the District or Supplier shall be made without the written consent of the other party.

25. CHANGES/MODIFICATIONS/TERMINATION

The District reserves the right at any time, to cancel or terminate this contract and/or purchase order in whole or in part by written or verbal notice confirmed in writing or to make changes in any one or more of the following: quantity, specifications, methods of shipment or packing, and place or timing of delivery. If any such change causes a change in the cost of or the time required for performance of this contract and/or purchase order, an equitable adjustment shall be made in the price or delivery schedule, or both. No agreement or understanding to modify this contract and/or purchase order shall be binding on the District unless in writing and authorized by the District's authorized agent.

26. SET-OFF

The District may set-off against any amounts owed to Supplier under these terms and conditions on any Purchase Order or any amounts that become due or owing it to Supplier by the District.

27. DISPUTE RESOLUTION

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to the Purchase Order ("Dispute") using the dispute resolution procedures set out in this section.

Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within thirty (30) days, either party may by notice to the other party refer the matter to mediation. Within seven (7) days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Kitimat, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

Litigation: If within ninety (90) days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

28. FORCE MAJEURE

The Supplier is not liable for failure to perform the obligations as set out in the contract and/or purchase order as a result of acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, war, labour dispute, strike, lockout. If the Supplier asserts Force Majeure as an excuse for failure to perform their obligations, they must prove that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that the Supplier substantially fulfilled all non-excused obligations, and that the District was timely notified of the likelihood or actual occurrence of the event which invoked the force majeure.

Questions or comments?

Contact the District of Kitimat Purchasing Department - Phone (250) 632-8925 email purchasing@kitimat.ca