

## Request for Competitive Sealed Proposals 19CSP069 Enterprise Backup System

Date	Event
December 20, 2018 January 8, 2019	Advertise/Issue Date
January 9, 2019	Pre-Proposal Conference at 03:00 – 3:30 PM at 1111 W. 6 <sup>th</sup> St. Suite A230, Austin, TX 78703
January 9, 2019	Due Date for Questions by 5:00 pm
January 10, 2019	Questions and Answers posted on our website
January 23, 2019	<b>CSP opening / due date at 2:00 pm CST</b>
March 25, 2019	AISD Board Meeting for review/approval

**Deliver Sealed Proposals to:**

**Austin ISD  
Contract & Procurement Services  
1111 West 6<sup>th</sup> Street  
Building A, Suite 330  
Austin, TX 78703**

**Contact:**

**Lorena McBee  
Procurement Specialist  
Phone: 512-414-2127  
[lorena.mcbee@austinisd.org](mailto:lorena.mcbee@austinisd.org)**

- Questions must be submitted via e-mail to the contact person listed above.  
**In the e-mail subject line, type: *Questions 19CSP069 Enterprise Backup System***
- Q & A and Addenda will be posted on our website: [www.austinisd.org/cp/bids](http://www.austinisd.org/cp/bids)
- Proposals are due no later than 2:00 pm on the date indicated. Your proposals must be delivered by mail or hand delivery in a sealed envelope or carton. Proposals received after the specified time shall not be considered.
- **Please submit the following:**
  - Required**
    - One (1) hard copy marked “original” – include signed “required” forms
  - Requested**
    - One (1) digital copy on a flash drive – include signed “required” forms
    - Five (5) hard copy marked “copy”
- FAX, e-mail or other electronic proposals **will not be accepted.**
- Proposals must be plainly marked with:
  - Name and address of the Respondent
  - Number and Title of CSP

## **Checklist and Submission Guidelines**

This checklist is provided to help you conform to all form/document requirements stipulated in this solicitation and attached herein.  
(It is not necessary to return this checklist with your proposal.)

### **Understanding the Proposal**

Completed

- Read entire RFP document, appendices and attachments
- Review AISD Policy and Instructions on our website: [Policy and Instructions](#)
- Attend Pre-Proposal Conference (not required)
- Submit questions properly before deadline
- Review addenda, Q&A and other additional attachments

### **Forms**

Completed | Required

- |  Bid Certification
- |  Notification of Criminal History of Contractor
- |  Debarment, Suspension and Ineligibility Certification
- |  HUB Utilization Report (HUR) – HUBATT 1
- |  HUB Compliance Checklist – HUBATT 1A
- |  Conflict of Interest Questionnaire (CIQ) – electronic
- |  Strategic Partner Profile
- |  EDGAR Vendor Certification
- |  Software Vendor Certification Form

### **Submitting the Proposal**

Completed

- Review Proposal Format section of RFP (Section VI)
- Submit required hard copy marked “original”
- Submit requested quantity of digital copy on flash drive
- Submit requested quantity of hard copies marked “copy”
- Package proposal in sealed envelope or carton properly labelled
- Deliver proposal to delivery address by RFP opening / due date and time

## I. INTRODUCTION

The Austin Independent School District (herein after referred to as “AISD” or the “District”) is seeking proposals from firms qualified and experienced in providing an enterprise backup system. Being a legal method of procurement for school districts in Texas, AISD would like to utilize current platforms to engage suppliers.

Submit inquiries via email to the contact person listed on the cover page by the deadline specified in the schedule below. In the subject line of the email, type Questions and the solicitation number: **Questions 19CSP069 Enterprise Backup System**.

Questions received by this deadline and corresponding answers will be included in an Addendum and posted to our website at:

<https://www.austinisd.org/cp/bids>

## II. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REQUIREMENTS

The Austin ISD HUB Program promotes and strongly encourages the involvement and participation of Historically Underutilized Businesses (HUB) in District-wide procurement. When AISD considers entering into a contract estimated at \$50,000 or more, the HUB Program will determine whether subcontracting opportunities are applicable before publishing the solicitation.

All proposers are required to follow the HUB Compliance Guidelines included in this solicitation and complete either the HUB Utilization Report – HUR (HUBATT 1) or HUB Compliance Plan - HCP (HUBATT 1C) for compliance review. All HUB inquiries should be directed to the HUB Program Department.

### No Goals

No Goals are appropriate for this project. While no goals have been established for this project, the Bidder/Proposer is required to comply with AISD HUB Program Regulations if areas of sub-consulting are identified. Please complete the HUB Utilization Report - HUR form (HUBATT 1). When the HUR Form and Good Faith Effort - GFE documentation, if required, are NOT submitted at time of deadline specified in the solicitation, it will not be accepted later for compliance review. The bid may be deemed NON-RESPONSIVE.

## III. PROPOSAL FORMAT

### A. Preface

The Proposer shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the proposal.

### B. Proposal

The vendor’s proposal itself shall be organized in the following format and informational sequence:

***Section I – Summary of Experience***

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This section shall contain the full name and address of the Proposer submitting the proposal and a brief summary of the Proposer's corporate experience and individual experience for personnel who will provide this product or service.

### ***Section II - Scope of Service***

A description of services and capabilities as outlined in the Scope of Service and Performance Requirements sections of this RFP, in the order shown. Clearly state any exceptions taken to the specifications of this RFP, or any conditions of the proposal.

### ***Section III - Financial Proposal***

This section shall contain a straightforward, concise delineation of the Proposer's fees to satisfy the requirements of this RFP. It is the vendor's responsibility to specify all costs (i.e. administrative fees, processing fees, etc.) associated with providing the products or services required herein.

### ***Section IV – References***

References are to be from government agencies and/or firms, which are substantially serviced by the vendor (references most similar to Austin ISD should be provided). Each reference must contain the reference's name, address, telephone number, and point of contact (including email address). A list of at least three (3) references from current customers must be provided.

#### **C. Required Forms**

Forms are required with **Original response & flash drive only**; they can be excluded from additional requested copies.

Proposer shall execute the following required forms (located on our website: [Required Forms link](#)), and return the **signed original** with the proposal:

- Bid Certification
  - Notification of Criminal History of Contractor
  - Debarment, Suspension and Ineligibility Certification
  - HUB Utilization Report (HUR) – HUBATT 1
  - Software Vendor Certification Form (when applicable)
  - Conflict of Interest Questionnaire (CIQ). The CIQ is prepared by the Texas Ethics Commission, in compliance with House Bill 914, Chapter 176 of the Texas Local Government Code. The form should be submitted on-line at [Conflict of Interest Questionnaire - CIQ](#).
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#### IV. INITIAL REVIEW OF PROPOSALS

Any proposer determined non-responsible or any proposal determined non-responsive will not be evaluated further. The proposer will be notified of a non-responsible or non-responsive determination.

##### **Responsive**

In order for a proposal to be responsive:

- ALL required forms listed above shall be included with proposal;
- Proposal shall be received prior to the RFP Opening Date at the address listed on the cover page;
- Proposal shall respond to the entire scope of service and performance requirements as requested.

##### **Responsible**

In order for a proposal to be responsible, the proposer shall be in good financial standing with the Texas Comptroller of Public Accounts.

#### V. COMPETITIVE SELECTION / EVALUATION

- A. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the offeror submitting the lowest priced proposal. Award will be made to the firm submitting the best responsive proposal satisfying AISD's requirements, price and other factors considered.
- B. The District anticipates that the evaluation process may include multiple levels of evaluation, as for example, but not limited to:  
Phase 1: Initial review of the proposal by the District's Evaluation Team.  
Phase 2: Interviews and/or presentations of top proposals from Phase 1, followed by administrative review of finalist(s) and award recommendation.

##### **PHASE 1**

<b>Points</b>	<b>Item</b>	<b>Detailed Description</b>
<b>20 Points</b>	Proposed Plan	The adequacy and completeness of the plan offered addressing the Scope of Service.
<b>30 Points</b>	Contractor's Capabilities	The demonstrated ability of the Contractor to provide services, including references.
<b>15 Points</b>	Proposed Products	Quality of items as well as their ability to meet specifications and sustainability requirements and preferences.
<b>35 Points</b>	Financial Proposal	Start-up costs, fixed product costs as well as rebate incentives to determine best value.

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**PHASE 2 (optional)**

<b>Points</b>	<b>Item</b>	<b>Detailed Description</b>
<b>35 Points</b>	Interview / Presentation	The adequacy and completeness of the plan offered addressing the Scope of Service.
<b>35 Points</b>	Contractor's Capabilities	The demonstrated ability of the Contractor to provide services, including references.
<b>30 Points</b>	Financial Proposal	Start-up costs, fixed product costs, ongoing maintenance fees, etc.

- C. The committee evaluating the proposals submitted in response to this RFP may require any or all contractors to give an oral presentation in order to clarify or elaborate on their proposal as well as to provide a demonstration. Upon completion of oral presentations or discussions, Contractors may be requested to revise any or all portions of their proposals and submit a best and final offer (BAFO) for consideration.
- D. If the District determines that additional evaluation steps are required to determine the best value between Proposers, the District reserves the right to consider any or all of the following additional criteria; the proposed price, Proposer's experience, references and record for responsibility, or any other relevant factor that the District deems necessary to determine best value.

## **VI. SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS**

### **Term**

The agreement(s) resulting from this solicitation will be in effect for an initial term of one (1) year from the date of award by the Board of Trustees, or such date established by the agreement. The parties by mutual consent may renew the agreement for up to four (4) additional one (1) year periods. In addition, the District reserves the right to extend the contract for an additional time beyond the final expiration date if necessary to ensure no lapse in service.

### **Overview**

The District's current data protection system is comprised of an Avamar unit and a Data domain unit, each in their own 42U cabinet placed side by side. Together, they create a grid acting cohesively as the backup management unit and storage unit, protecting data for critical business applications, including Infor Lawson ERP systems, TEAMS student information system, as well as other critical district network systems.

The new data protection system will continue to provide the same level of data protection but in a smaller footprint that is less than 10U and can be placed in any existing AISD server rack. The new data protection system will help to reduce costs in several areas of AISD's storage and application infrastructure including but not limited to reducing the amount of electrical power, required amount of cooling, lower annual maintenance, lowering staff support costs, and offering enhanced reliability.

### **Project Summary**

AISD requires the successful solution to provide a comprehensive, enterprise-class, modular high-performance data protection backup storage complete with management tools, implementation services, training, maintenance / support and optional data migration services. The solution must provide an easy-to-use, comprehensive management interface and a hardware architecture that allows for easy, non-disruptive expansion and upgrades of storage, software and infrastructure.

The project will include the purchase, delivery, installation, configuration, and testing of one integrated appliance at one of AISD's secured data centers. The vendor will be responsible for installing the equipment, making all necessary connections, verifying that the storage device is fully functional, installation of all management and monitoring software, and training for Austin ISD staff

These are the primary tasks for this project:

1. Survey each site to verify installation plans, and verify/document rack placement, power, patch cable lengths and counts, and jumper cabling required.
  2. Deliver and install equipment.
  3. Configure and test equipment for full functionality.
  4. End user training.
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## Program Plan

The following items detail specific overall system design and performance requirements. The system must meet or exceed these minimum requirements. The respondent must acknowledge in their response that their solution meets each of these requirements or note an exception where necessary.

### *System Requirements*

1. Provide high performance usable storage capacity of 120TB with modular expansion scalability.
  2. Must be newly released models of equipment and not expected to reach End of Sales (EOS) for 3 years.
  3. Feature-rich management tools that provide performance analysis, comprehensive reporting, storage utilization and capacity, problem isolation and automatic customer and vendor notification for faults or events requiring support action.
  4. Solution provides the ability to search for and restore individual files from archive locations in public and private cloud storage.
  5. Ability to back up both physical and virtual servers of various Windows, Unix, and Linux operating system versions.
  6. Non-Disruptive Upgrades and Repairs.
  7. Minimum of 4 10Gbps ports that support bound connections.
  8. Complete lifecycle management of the snapshot and the backup process, which includes configuration, management, reporting, backup, replication and recovery of snapshots.
  9. VMware integration for versions 6.5 and greater, including support for VMWare's Virtual Volumes.
  10. Restore entire VMs or launch and run VM on the data protection system giving access to data within minutes.
  11. A minimum of 3 business days for staff training
  12. Cloud Based reporting through HTML 5 web interface
  13. Data integrity prevention through inline Write and Read verification
  14. Data deduplication and compression  $\geq 50:1$
  15. Support data-at-rest AES-256 data encryption
  16. Store data in immutable state as protection against ransomware.
  17. No single point of failure which may include redundant controllers, power supplies and/or processors and individual hardware components that are redundant and hot-swappable to ensure maximum availability.
  18. Provide remote 24/7 system monitoring and report all issues to AISD staff, along with remediation.
  19. Single Sign On support through SAML 2.0 compliant authentication to management consoles
  20. All software, firmware and licenses necessary to achieve full functionality needs to be included
  21. Simple all-inclusive licensing for all included and future data protection software.
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22. Removal of old EMC equipment after data has had a chance to run out while new system is in place. To be used as trade-in.
  23. Data on old EMC equipment is to be destroyed by vendor
  24. 24/7 web based and phone support with a 4-hour response time.
  25. Spare parts for critical components that have the potential of disrupting availability or significantly impacting the overall performance of the system need to be available on site or at a local parts depot within a 30-mile radius and/or within next business day delivery to site.
  26. Any additional components and installations required will be done at the same unit costs as the original quote with no additional charges for change order processing.
  27. Provide 90 days of protection for all configured systems and data with ability to restore data within retention period.
  28. Solution offers native WAN based encrypted replication to secondary location without additional or licenses
  29. Solution offers the use both public (Google Drive, Microsoft OneDrive, AWS, Azure and GCP) and private cloud storage (NFS and S3 based) for long term retention with data encryption in flight and at rest.
  30. Solution support AWS S3, Azure Blob Storage, S3 Object Storage and NFS at minimum for long term retention. Data Indexes must be maintained locally to guarantee retrieval when data has been pushed out to a public or private storage platform.
  31. Solution offers the ability to restore MS SQL down to transaction ID granularity.
  32. Solution provides RBAC and Multitenancy down to individual object granularity utilizing Active Directory users and groups.
  33. Solution dynamically adjusts back-up scheduling to the availability of resources in the production environment to not overload production systems.
  34. Solution does not rely on special or proprietary hardware components but consists of industry standard x86 components.
  35. Scalability of the solution is not affected by licensing, no upfront licensing decisions that could place limits on growth possibilities.
  36. Solution avoids lock-in by providing the ability to move data between public cloud providers.
  37. Solution offers integration with Pure Storage snapshot capabilities.
  38. Solution provides the ability to migrate an archived copy of a virtual machine into a running public cloud instance.
  39. Solution provides one unified code base and interface independent of the platform where it is being used.
  40. Solution provides global deduplication across the entire system independent of the scale and size of the implementation.
  41. Solution can backup and recover Oracle databases (single instance, cluster and DAG) using RMAN integration and supports Oracle Incremental Merge.
  42. Solution needs to offer scale up to multiple Petabytes in a single scale-out cluster and management platform.
  43. Solution is capable of being managed through HTML5 or REST API with no dependencies on third-party add-ons making it usable from any device. REST API
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- support offers 100% of all features and functions of the platform. All API calls are documented, versioned and offer sandbox testing on the platform.
44. Solution automatically upgrades deployed agents and other software components upon upgrade of the solution.
  45. Solution stores data in an immutable fashion.
  46. Solution provides automatic scheduling of backup jobs.
  47. Solution offers automatic discovery and protection of newly added source systems
  48. Solution provides native Integration with ServiceNow
  49. Backward/forward compatible upgrade available without replacement of entire system.

### **Vendor's Capabilities**

The items listed below are requirements that the vendor must meet and are grouped by the appropriate evaluation criteria category. The vendor must specifically address each bulleted item below in their response. Omission of a specific response will be a negative response.

1. The vendor must have support staff located in the greater Austin area to satisfy requirements for availability for warranty work.
  2. Vendor must provide 3 references for projects of a similar scale and scope. Educational environments are the preferred references
  3. The vendor must commit adequate, dedicated staff to complete the work at all locations within approximately 1 week(s). The exact schedule will be set by AISD.
  4. The vendor must submit a detailed staff resource plan to demonstrate that adequate resources are committed to this project.
  5. The vendor must allocate onsite technical staff with a minimum of 3 years of experience installing and maintaining the selected data protection system.
  6. The vendor must agree to add additional staff to the project if it falls behind schedule.
  7. All vendor staff working at an AISD facility
  8. All vendor staff must dress professionally and conduct themselves in a professional manner, and wear company identification / AISD badges at all time while on AISD property.
  9. Vendor must provide a dedicated project manager to oversee all the vendor's activities, and to serve as the single point of contact to AISD personnel and the project consultant.
  10. The project manager will be responsible for coordination of all activities of vendor's staff.
  11. The project manager will be expected to provide AISD with documentation of a detailed, clearly defined work schedule for each installed location.
  12. The project manager will be expected to provide daily progress on the project. These reports must be accurate.
  13. The vendor must provide documentation as specified by the AISD project manager.
  14. AISD must approve any subcontractor to be used on this project.
  15. Vendor will be responsible for communicating all requirements to any subcontractor and for all work done by subcontractor.
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16. The vendor will be required to make site visits in preparation for installation and may be required to assist in adjusting equipment in the racks to facilitate the placement of new equipment.
17. Vendor will be responsible for checking accuracy of parts required at each campus as part of the preliminary site visits and must notify AISD project manager of any discrepancies.
18. Vendor must verify placement of new hardware components during preliminary site visits.
19. Vendor must also verify exact cable length requirements for all network cable runs during the preliminary site visits. Vendor must adjust orders to provide correct cables for full system functionality.
20. All equipment ordered must be new from the manufacturer.
21. The vendor will be responsible for ordering all equipment and supplies far enough in advance to maintain the work schedule. All equipment must be delivered to the location specified by AISD project manager, and 24-hour notification must be given to AISD project manager prior to delivery.
22. If necessary, the vendor will be required to obtain equipment and supplies through distribution channels to meet the AISD implementation schedule or to complete installations if additional items are needed on short notice.
23. The vendor will be required to expedite deliveries (at no cost to AISD) if necessary to maintain the work schedule.
24. Vendor must also be prepared to make revisits to installed locations to investigate possible issues at no extra charge to AISD.
25. Vendor will be responsible for all RMA's of equipment until the entire project is complete. If a component fails after installation, the vendor must handle the RMA of this component and installation of the replacement unit.

The vendor will be responsible for all tasks requested in this RFP under the direction of a project manager provided by AISD. The vendor will not sub-contract or enter into any subcontracting agreements pertaining to this contract without prior written agreement by AISD.

Any intention to subcontract parts of this project should be clearly stated in the vendor's response to this RFP.

The individual in the role of project manager will have a critical role in the successful completion of this project. The vendor should include a resume of the individual that they propose for project manager. AISD reserves the right to approve the individual assigned as project manager. AISD expects this project to be the top priority of the assigned individual for the duration of our project. AISD expects this individual to follow our processes and procedures during the project. AISD reserves the right to require a change of project manager at any time if, in our judgment, that would improve the outcome of this project.

The requirements for the project manager include commitment to ownership of this project, organization skills, familiarity with the technical aspects of the project, prompt and forthright

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communication, attention to details, honoring all commitments, ability to work cooperatively, willingness to conform to AISD processes/procedures, timely materials management, hands on management of work crews, and on-site presence during campus installations.

The project manager must closely supervise the work crews. Details of daily schedules and progress must be reported to AISD accurately.

AISD will provide an acceptance checklist to the vendor at the beginning of the project (see Appendix C). The vendor's project manager must complete a site inspection as it is completed and verify that all work has been done to the AISD specifications. AISD will then schedule a final walkthrough with the vendor. There should be no punch list items found by AISD on this final walkthrough.

The vendor must be able to work with Visio drawings and MS word documents as well.

It is anticipated that the entire project will be scheduled for completion within approximately ten business days.

Target Completion Date: **April 1, 2019**

The vendor must commit to meeting the schedule as agreed upon with AISD. The vendor will be expected to do whatever is necessary to meet the schedule. The vendor must be willing to address any contingencies that arise to stay on schedule.

### **Management and Reporting Capabilities**

1. The vendor should submit the résumé of the proposed project manager.
  2. Vendor must provide a dedicated project manager to oversee all the vendor's activities, and to serve as the single point of contact to AISD personnel and the project consultant.
  3. The project manager will be responsible for coordination of all activities of vendor's staff.
  4. The project manager will be expected to provide AISD with documentation of a detailed, clearly defined work schedule for each component.
  5. The project manager will be expected to provide daily reports of progress on the project. These reports must be accurate.
  6. The vendor will be responsible for communicating all requirements to any subcontractor and for all work done by subcontractor.
  7. AISD will issue a comprehensive PO for the work on all aspects of the project.
  8. Vendor must provide an invoice that matches the line items on the AISD purchase order.
  9. The vendor must provide verification that the maintenance contract is in effect and all products are under coverage.
  10. The vendor must submit a detailed manpower resource plan to demonstrate that adequate resources are committed to this project.
  11. The contactor must create design documents for each component of the system, including data flow diagrams, and submit them to AISD for review and approval.
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12. The vendor must create a detailed test plan for each component of the system, and an acceptance checklist for each feature that is reviewed and completed by AISD.
13. Vendor must validate that all AISD staff have accounts and access to management and reporting tools for the data protection management system.
14. Vendor must define monitoring system and monthly performance reports for entire solution.
15. Vendor must provide complete inventory list of all system components, including AISD asset tag information.

### **Finance Proposal**

1. The vendor must provide a detailed schedule and cost estimate using the Cost Worksheet provided (Appendix A.)
  2. Any additional components and installations required will be done at the same unit costs as the original quote with no additional charges for change order processing.
  3. Maintenance renewal costs for both 1 year and 3 year terms should be included in the proposal.
  4. The vendor must provide any additional components or items that are required to complete the functional solution.
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## **VII. APPENDICES AND ATTACHMENTS**

- Appendices (Documents included within this proposal):
    - Appendix 1 – Purchasing and Acquisition Vendor Relations Policy CHE-LOCAL
    - Appendix A – Cost Estimate Worksheet
  
  - Attachments (Separate documents available to download):
    - HUB No Goals Compliance Guidelines
    - HUB Utilization Report (HUR) – HUBATT 1
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**Appendix 1**  
**Purchasing and Acquisition Vendor Relations**  
**Policy CHE-LOCAL**

**Contacting Board  
Members**

Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract during the restricted contract period.

If a vendor violates this prohibition during this time frame, consideration of the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

**Restricted Contact  
Period**

The restricted contact period shall begin upon the date of issuance of a solicitation and shall end upon execution of the awarded contract by all parties.

In an effort to demonstrate its commitment to ethical procurement and contracting standards, and to improve accountability and public confidence, all District purchases of goods and services through competitive methods as provided in CH(LEGAL) and CV(LEGAL) shall be subject to a restricted contact period. Except as provided in this policy communication between a vendor and vendor's representative, and a Board member, the Superintendent, assistant superintendent, chief, officer, executive director, principal, department head, director, manager, project manager, or any other District representative who has influence on or is participating in the evaluation or selection process is prohibited.

*Prohibited  
Communications*

A vendor and vendor's representative are prohibited from communications regarding the particular solicitation at issue that are intended or reasonably likely to:

1. Provide substantive information regarding the subject of the solicitation;
2. Advance the interests of the vendor;
3. Discredit the response of any other vendor;
4. Encourage the District to reject a response by a bidder;
5. Convey a complaint about the solicitation; or
6. Directly or indirectly ask, influence, or persuade a Board member, the Superintendent, assistant superintendent, chief, officer, executive director, principal, department head, director, manager, project manager, or any other District representative who has influence on or is participating in the evaluation or selection process, to take action or refrain from taking action on any vote, decision, or agenda item regarding the solicitation at issue.

*Permissible  
Communications*

A vendor and vendor's representative are permitted to communicate with the District regarding the following:



PURCHASING AND ACQUISITION  
VENDOR RELATIONS

CHE  
(LOCAL)

1. Communication to the extent the communication relates solely to a nonsubstantive, procedural matter related to a response or solicitation;
2. Communication that relates solely to an existing contract between a respondent and the District, even when the scope, products, or services of the current contract are the same or similar to those contained in an active solicitation;
3. Communication with the District's Office of Contract and Procurement Services;
4. Communication with the District's Historically Underutilized Business (HUB) Program Department to the extent the communication relates to obtaining a listing of HUB subcontractors and general questions regarding HUB program compliance requirements;
5. Communication between an attorney representing a vendor and an attorney representing the District;
6. Communication with the District in the course of attendance at vendor conference;
7. Communication with the District for the purpose of the District's evaluation of the bidder's proposal, negotiating the scope of work, or engaging in contract negotiations;
8. Communication with the District for the purpose of making a public presentation to the Board; and
9. Communication made during the course of a formal protest hearing related to the solicitation.

*Other Vendor  
Participation and  
Communication*

Regardless of the above time period, a vendor and a vendor's representative who participate in the drafting or development of technical specifications or evaluation criteria for any project are prohibited from competing in the solicitation for such project.

A vendor and vendor's representative shall send all communications, questions, and requests for clarification in writing and addressed to the District's authorized representative identified in the solicitation. The District shall post responses to vendor questions as an addendum to the solicitation.

Nothing in this policy shall prohibit the District's representative from initiating contact with a vendor, in writing, for the purpose of obtaining clarifying information regarding a solicitation response. The vendor's response shall be in writing and shall be provided to the District's authorized representative.

PURCHASING AND ACQUISITION  
VENDOR RELATIONS

CHE  
(LOCAL)

- Complaints* Any person who is aggrieved in connection with a HUB program policy decision may file a complaint in accordance with GF(LOCAL).
- Violations* The following are violations subject to sanctions:
1. Falsely conceal or cover up a material fact or make any false, fictitious, or fraudulent statements, reports, or representations, or make use of any false writing, document, or electronic report knowing the same to contain any false, fictitious, or fraudulent statement.
  2. Fraudulently obtain, retain or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain certification status as a HUB.
  3. Make false reports regarding payments made to subcontractors or sub-consultants.
- Sanctions* Any person who violates the provisions of this section shall be subject to the following sanctions and to the maximum penalties provided by law:
1. The District may bar, suspend, or deem nonresponsive in future District solicitations and contracts, for a period of up to five years, any bidder or proposer, or contractor or subcontractor following notice and an opportunity for a hearing in accordance with the protest procedures in this policy.
  2. The District may, by contract, and where appropriate and lawful, impose an administrative penalty.
  3. In addition to other sanctions available to the District, the violation of any provision of these program rules may be included as an incident of breach in each contract.
- Request for Proposal and Bid Invitation* Each request for proposal and bid invitation shall include a copy of this policy.