



## **Request for Proposal Hewlett Packard Network Switches and Peripherals**

**Vernon Public Schools, Connecticut  
BID # VPS-FY16-003**

**Inquiries:**            **Robert Sigan**  
                              **Director of Information Technology**  
                              [rsigan@vernon-ct.gov](mailto:rsigan@vernon-ct.gov)

**Proposals Due:**    **Thursday, May 26<sup>th</sup>, 2016**  
                              **2:00 PM EST**

<b>1. General Provisions</b>	<b>4</b>
1.1 Introduction	4
1.2 Product Specifications	4
1.3 Qualification of Bidders	4
1.4 Anticipated Timeline	4
<b>2. Response Instructions</b>	<b>4</b>
2.1 Delivery of Proposals	5
2.2 Questions and Communications	5
2.3 Public Opening of Bids	5
2.4 Pricing	5
2.5 Proposal Format	6
2.6 Tax Exemption	6
<b>3. Terms and Conditions</b>	<b>6</b>
3.1 Proposal Withdrawal	6
3.2 Collusion Among Bidders	6
3.3 Irregular Proposals	7
3.4 Laws and Regulations	7
3.5 Non-Conflict of Interest Statement	7
3.6 Non-Discrimination of Employment	7
3.7 Confidentiality	7
3.8 Proprietary Information	8

3.9 Contingent Upon Availability of Funds	8
3.10 Insurance Requirements	8
3.11 Indemnification/Hold Harmless	10
3.12 Waiver of Subrogation Requirement	10
3.13 Award	10
3.14 Reserved Rights	10

## 1. General Provisions

### 1.1 Introduction

Vernon Public Schools (VPS) is now accepting bids for twenty seven (27) Hewlett Packard HP2920 POE 48 Port network switches and peripherals. This Request for Proposal (RFP) states the overall scope of products and services desired and desired bidder qualifications. Before submitting a proposal, bidders shall examine the specifications in order to understand all existing conditions and limitations.

### 1.2 Product Specifications

#### 1) Technical Requirements

- a. **Equipment:** All equipment provided shall be factory new and not refurbished. Equipment requirements are as follows:

EQUIPMENT	HP PART	QUANTITY
HP 2920 POE 48 Port	J9729A	27
HP Expansion Module	J9731A	27
Stacking Module	J9733A	27

### 1.3 Qualifications of Bidders

VPS is seeking well-qualified and experienced bidders for this project. As part of the bid proposal, please include the following information:

- a. Please provide three (3) current or former client references that are applicable to projects of this scope.
- b. List the number of currently employed full-time and part-time employees.

### 1.4 Anticipated Timeline

Bidder must provide hardware by Thursday, June 30, 2016.

## 2. Response Instructions

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Five (5) printed copies of the proposal and one (1) electronic copy on a USB drive or CD Rom must be provided. Each bidder shall be responsible for all costs incurred in order to prepare and submit their response to this RFP. All submitted materials become the property of VPS. Failure to respond to any of the RFP instructions will eliminate your proposal from any further consideration.

## **2.1 Delivery of Proposals**

RFPs must be submitted in a sealed envelope labeled with “**Bid # VPS-FY16-003**”, “**HP Network Switches and Peripherals**” and clearly marked “**BID – DO NOT OPEN**” on the outside of the envelope to: Mr. Michael Purcaro, Director of Business and Finance, 30 Park Street, Vernon, Connecticut 06066 by 2:00 PM EST on Thursday, May 26, 2016 at which time proposals shall be opened and read aloud publicly. It is the sole responsibility of the bidder to see that their RFP is received in the proper time. Any proposal received after the proposal due date and time shall be eliminated from consideration.

## **2.2 Questions and Communications**

Bidders are hereby notified not to contact any member of the Evaluation Committee, or any member of the VPS staff and its’ elected officials, except as provided herein regarding this proposal until such time as a contract has been awarded. All questions about the proposals should be directed to Robert Sigan, Director of Information Technology by email at [rsigan@vernon-ct.gov](mailto:rsigan@vernon-ct.gov) no later than Monday, May 16, 2016 by 2:00 PM EST. Answers to all received questions will be posted on the VPS website at <http://www.vernonpublicschools.org/bid-requests> with the Bid # VPS-FY16-003.

## **2.3 Public Opening of Bids**

VPS will hold a Public Bid Opening for all proposals submitted. All bids will be opened and recorded by the VPS Business Office on Thursday, May 26, 2016 at 2:00 PM EST after which all bids will be available for public inspection.

## **2.4 Pricing**

The proposal price should be inclusive. If the price excludes certain fees or charges, either recurring or nonrecurring, the proposal must provide a detailed list of excluded fees with a complete explanation of the nature of those fees. Bidders may submit, at their discretion, alternate design options with accompanying prices. Alternate designs will give the VPS the opportunity to consider the best solution for our needs and compare those options with budget considerations.

All bidder proposals are required to be offered for a term not less than 180 calendar days in duration. A proposal may not be modified, withdrawn or cancelled by the bidder during the 180 day time period following the time and date designated for the receipt of proposals.

In the event that information or pricing submitted by the bidders is unclear, the VPS may request further explanation and/or pricing breakdowns from the bidder for the purpose of evaluation and decisions. The bidders shall answer requests for additional information or clarification in writing, and these responses will become part of the bidder’s proposal. Bidders failing to provide adequate information on any issue in a timely manner to allow a comprehensive evaluation by the VPS shall be considered unresponsive, and their proposal may be subject to rejection.

## **2.5 Proposal Format**

All proposals shall be prepared in strict compliance with the Proposal Format outlined below. Failure to comply with the provisions of this RFP may result in the proposal being disqualified.

- All proposals must be securely bound.
- Title Page. The title page must include the subject of the proposal; the proposing company's name and address; the name, address, and telephone number of a contact person; and the date of the proposal.
- Table of Contents.
- Executive Summary. This summary, limited to five (5) single-spaced typewritten pages, should provide a high-level description of the bidder's ability to meet the requirements of the RFP and a statement describing why the bidder believes it is the best qualified to provide the specified services. The summary must also include the names, titles and background of the officers and operating personnel who will work with VPS/VRABE.
- Please provide three (3) current or former client references with which the bidder has completed projects of this scope.
- Warranty. Bidders shall include with the RFP response a detailed overview of all applicable warranties, including exclusions. Bidders must detail the responsibilities the VPS will assume and describe any bidder services provided during the warranty period. Complete warranties applying to any system purchased must be clearly specified. The location or agent responsible for servicing this account must be clearly stated. The bidder's policy on software upgrades, enhancements, and on-going software support shall also be addressed, as applicable. Warranty and maintenance terms and costs will be taken into consideration in the award.

## **2.6 Tax Exemption**

The VPS is tax exempt and will provide appropriate documentation as needed.

# **3. Terms and Conditions**

## **3.1 Proposal Withdrawal**

No proposal can be withdrawn after it is filed unless the bidder makes a request in writing to Mr. Michael Purcaro, Director of Business and Finance, prior to the time set for the opening of proposals.

## **3.2 Collusion Among Bidders**

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection by the Procurement Administrator. Reasonable grounds for believing that a bidder is interested in more than one proposal for the work contemplated may result in rejection of all bids in which the bidder is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future solicitations for the

same work. Each bidder, by submitting a bid, certifies that it is not a party to any collusive action.

### **3.3 Irregular Proposals**

Proposals may be rejected if they show omissions or irregularities of any kind. Proposals taking or noting exception to any element requested may be rejected in their entirety.

### **3.4 Laws and Regulations**

It shall be understood and agreed that any and all articles and/or equipment furnished or contract awarded on this proposal shall comply fully with all Local, State, and Federal laws and regulations.

### **3.5 Non-Conflict of Interest Statement**

It is unlawful for any officer, employee or agent of VPS to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother or sister, has a financial interest, or to which any firm, corporation, association, or other organization in which he/she has a financial interest, or in which he/she is serving as an officer, director, trustee, partner, or employee, or agent. The successful bidder agrees that during the term of the Contract and for twenty four (24) months following the exit conference, the successful bidder, its employees, agents, and representatives, shall not, with or without compensation, on behalf of the successful bidder, or another person, entity, or corporation, take any action in connection or receive any benefit with any specific matter, finding or recommendation associated in any way with this project, except with the express written consent of VPS.

### **3.6 Non-Discrimination of Employment**

VPS actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, nation origin or political affiliation. Bidders shall not discriminate in any manner against any employee because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, national origin or political affiliation.

### **3.7 Confidentiality**

Bidders shall treat confidential all information, reports, and documents, hereafter, "Data", regardless of form, that bidders receive or is provided access by VPS. Bidders shall take all precautions necessary to prevent disclosure of such Data to others except upon the express written approval of VPS. Any third parties to whom bidders are authorized to provide Data shall be required, as a condition of receiving such Data, to execute confidentiality agreement satisfactory to the VPS. Bidders shall not use Data for any purpose other than the performance of work stipulated under the contract. Upon VPS's request, bidders will return to VPS all copies

of Data. Bidders shall safeguard against disclosure to all others Data in a bidder's possession for a period of seven years after completion of the work and only if permitted by law.

### **3.8 Proprietary Information**

VPS recognize that in responding to this request for proposal, bidders may submit proprietary information. To the extent submitted by law, VPS will keep confidential such proprietary information provided that the conditions as described in the following paragraph are met.

Proprietary information is submitted separately and must be clearly identified as containing proprietary information. Reference to the proprietary information must be clearly made in the detailed response, and conversely the section in the proprietary information packet shall be clearly labeled as to the location in the detailed response it references. Labeling a complete proposal proprietary, that is general in nature, may be cause for rejection of the proposal.

### **3.9 Contingent upon Availability of Funds**

VPS's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of VPS for any payment may arise until funds are made available and approved by the Board of Education for this contract and until a selected bidder receives a Purchase Order as a notice of such availability.

### **3.10 Insurance Requirements**

Based upon the outcome of this process, the final chosen bidder shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the bidder and any agents, representatives, subcontractors or employees. Insurance companies must be licensed by the State of Connecticut or otherwise acceptable to VPS. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the bidder. Full disclosure of any nonstandard exclusion is required for all required coverage.

**Certificates of Insurance:** All policies will be evidenced by an original certificate of insurance on an ACORD-25 form authorized by and executed with the original signature or original stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required and delivered to VPS prior to any work or other activity commencing under this agreement.

**Additional Insured:** The bidder shall ensure that the bidder and its contractors and subcontractors will arrange with their respective insurance agents or brokers to name the VPS and the Town of Vernon (TOV), all of its respective officers, employees, agents, elected officials, servants and volunteers, on all policies of primary and excess insurance coverage as additional insured parties except for any errors and omissions insurance coverage or workers' compensation coverage, and shall name the VPS as loss payee with respect to any damage to property of the VPS, as its interests may appear. The undersigned shall submit to the VPS upon commencement of this agreement and periodically thereafter, but in no event less than once



during each year of this agreement, evidence of the existence of such insurance coverage in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having Best's A/VIII financial ratings, or coverage otherwise acceptable to the VPS. Such certificates shall designate the VPS name, address, purchasing agent or official designee.

**Cancellation Notice.** VPS shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation or nonrenewal.

**Coverage.** The coverage afforded to VPS and TOV shall be primary and noncontributory insurance. The amount of the bidder's liability under any insurance shall not be reduced by the existence of such other insurance.

**Commercial General Liability (Vernon Public Schools added as additional insured):**

Each Occurrence:	\$1,000,000
Personal/Advertising Injury Per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Fire Damage Legal Liability	\$ 100,000

**Automobile Liability (Vernon Public Schools added as additional insured):**

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability:	\$1,000,000

**Workers' Compensation/Employers Liability**

Workers' Compensation	Statutory Requirement set forth by State of CT
Employers Liability	
Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease-Each employee	\$100,000

**Umbrella/Excess Liability (following form of general liability, auto liability and employer liability):**

Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000

Product/Completed Operations Aggregate: \$2,000,000

**Professional Liability (where required)**

Each Claim: \$1,000,000

Annual Aggregate \$1,000,000

**3.11 Indemnification/Hold Harmless**

Bidders shall fully indemnify, defend and hold harmless VPS and TOV all of its respective officers, employees, agents, elected officials, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind, including loss of person identifiable information, occurring during the term of the agreement and alleged to have been caused in whole or in part by bidders, and even if caused by the negligence of VPS or any of their officers, employees, agents, servants and volunteers. Bidders shall require of subcontractors, by appropriate written agreements, the same requirements in favor of VPS and TOV.

**3.12 Waiver of Subrogation Requirement**

Bidders will require all insurance policies in any way related to the work and secured and maintained by the bidders to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against VPS, and its respective officers, employees, agents, elected officials, servants and volunteers. Bidders shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of VPS and TOV.

**3.13 Award**

The project will be awarded based on a best value solution approach. We will be evaluating both quality of the solution and its cost.

**3.14 Reserved Rights**

VPS reserves the right to:

- Reject any or all of the proposals.
- Issue subsequent requests for proposals.
- Cancel the entire request for proposal.
- Remedy technical errors in the request for proposal process.
- Appoint evaluation committees to review proposals.
- Seek the assistance of outside technical experts in proposal evaluation.
- Require modifications to initial proposals.
- Excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to the VPS.
- Investigate the qualifications of any bidder under consideration.
- Require confirmation of information furnished by bidders.

- Require additional evidence of qualifications to perform the services described in this RFP.
- Approve or disapprove the use of particular subcontractors.
- Negotiate with any, all, or none of the bidders.
- Solicit best and final offers from all or some of the bidders.
- Award a contract to one or more bidders.
- Accept other than the lowest priced bid.
- Waive informalities and irregularities in proposals.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal. Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by VPS, shall be utilized in the final award.