



## City of Norwich

Norwich Public Utilities  
100 Broadway, Room No. 105  
Norwich, CT 06360

Phone: (860)823-3706

Fax: (860)823-3812

E-mail: [whathaway@cityofnorwich.org](mailto:whathaway@cityofnorwich.org)

### INVITATION FOR BIDS

**Bid No.: 7613**

**Due Date and Time: February 14, 2019 at 2:00 P.M.**

**Title: Cisco 9400 Switch-240 ports**

**Special Instructions: Vendor must be a Cisco gold partner or better.**

The following information must appear in the lower left hand corner of the envelope: Sealed Bid No: 7613  
Not to be opened until February 14, 2019 at 2:00 P.M.

#### **Return Bids to:**

William R. Hathaway, Purchasing Agent  
City of Norwich  
100 Broadway, Room 105  
Norwich, CT 06360-4431



**CITY OF NORWICH, CONNECTICUT**  
**PLEASE RETURN THIS FORM IMMEDIATELY!**

**Acknowledgement: Receipt of Bid Documents**

**Bid No.:** 7613  
**Title:** Cisco 9400 Switc-240 ports

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help the City of Norwich to maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued.

Date Issued: 01/31/2019  
Date Documents Received: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Do you plan to submit a response? \_\_\_\_\_ Yes \_\_\_\_\_ No

Print or type the following information:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Received by: \_\_\_\_\_

**Note: Faxed or e-mailed acknowledgements are requested.**

**Fax No.:** (860) 823-3812  
**E-mail:** [whathaway@cityofnorwich.org](mailto:whathaway@cityofnorwich.org)

**Fax or e-mail this sheet only. A cover sheet is not required.**

**DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS BID**



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### INVITATION FOR BIDS

#### Bid No 7613

The Purchasing Agent for the City of Norwich, on behalf of Norwich Public Utilities, will receive sealed bids for the purchase of a **Cisco 9400 Switch with 240 ports** until **2:00 P.M.** prevailing time on **February 14, 2019** at which time they will be publicly opened and read aloud. All bids are to be delivered to William R. Hathaway, Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360.

Copies of the Bid Documents may be downloaded from the following websites:

City of Norwich <http://www.norwichct.org/bids.aspx>

State of Connecticut [http://das.ct.gov/SCP\\_Search/Default.aspx](http://das.ct.gov/SCP_Search/Default.aspx)

Norwich Public Utilities reserves the to accept or reject any and all bid responses, in whole or in part, to waive technical defects, minor irregularities and omissions if, in its judgment, the best interests of Norwich Public Utilities will be served.

No Bidder may withdraw its bid within sixty (60) days of the bid opening date. Should there be reason why the contract cannot be awarded within the specified time, the time may be extended by mutual agreement between the City of Norwich and the designated, qualified low bidder.

All final awards of the bid shall be in compliance with City of Norwich Code of Ordinances §7-46 – Delinquent Tax Setoff Against Money Due Bidder or Contractor.

All bidders must submit an original and one (1) copy of their bid in a sealed envelope bearing the name and address of the bidder and the bid number.

Responding bidders must ensure that employees and applicants for employment are not discriminated against because of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such bidder that such disability prevents performance of the work involved.



# City of Norwich Connecticut

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16 South Golden Street

<http://www.norwichct.org>

Norwich, CT06360-4431

### Standard Bid and Contract Terms and Conditions

**All Invitations for Bids issued by the City of Norwich ("City") will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation for Bids.**

**The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.**

#### Submission of Bids

1. Bids must be submitted on forms supplied by the City Purchasing Department. Telephone or facsimile Bids will not be accepted in response to an Invitation for Bids.
2. Bidders shall bear any and all costs associated with response to this invitation to Bid, including the costs for any presentation and/or demonstrations (if applicable).
3. The time and date Bids are to be opened is given in each Bid issued. Bids received after the specified time and date of Bid opening given in each Bid shall not be considered. **Bid envelopes must clearly indicate the Bid number** as well as the date and time of the opening of the Bid. The name and address of the Bidders shall appear in the upper left hand corner of the envelope.
4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following websites:  
<http://www.norwichct.org>  
<http://das.ct.gov>
5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Norwich does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.
6. Incomplete Bid forms may result in the rejection of the Bid. Amendments to Bids received by the City after the time specified for opening of Bids, shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. All Bids shall be signed by a person duly authorized to sign Bids on behalf of the Bidders. Unsigned Bids shall be rejected. Errors, alterations or corrections on both the original and copy of the Bid schedule to be returned must be initialed by the person signing the Bid or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid to the person

initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of Bid for those items erased, altered or corrected and not initialed.

7. The City of Norwich reserves the right to accept or reject any and all Bid responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the City will be served. Determination of the best interests of the City shall include consideration of pending civil litigation between the City and any firm submitting a Bid to the City or its subcontractor or supplier.

8. Conditional Bids are subject to rejection in whole or in part. A conditional Bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for Bids.

9. Alternate Bids will not be considered, unless specifically authorized in the invitation to Bid. An alternate Bid is defined as one which is submitted in addition to the Bidders primary response to the invitation for Bids.

10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid, and subject only to cash discount. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Bid prices.

12. By its submission the Bidders represents that the Bid is not made in connection with any other Bidders submitting a Bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

13. All Bids will be opened and read publicly and upon award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any Bid opening are generally not available until a contract has been formally awarded.

14. Bid and or performance bonds may be required, if specifically required within the specifications. Bonds must meet the following requirements:

**Corporation** - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; **Firm or Partnership** - must be signed by all the partners and indicate they are



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“doing business as”; **Individual** - must be signed by the owner and indicated as “Owner”. The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

15. The City requires the Contractor to carry commercial general liability insurance to protect it from loss. The following minimum limits shall be met:

**Bodily Injury and Property Damage:** \$1,000,000 each occurrence; \$2,000,000 aggregate

**Products or Completed Operations:** \$1,000,000 each occurrence; \$2,000,000 aggregate and be written with a per project aggregate.

**Professional Liability (Errors and Omissions):** \$1,000,000 each occurrence

**Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City property):** \$1,000,000 combined single limit for each accident

**Workers’ Compensation:** Shall be in accordance with State of Connecticut requirements at the time of Bid. The policy must contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

**Umbrella/Excess Liability:** \$2,000,000 each occurrence; \$2,000,000 aggregate and providing coverage over the Commercial General Liability, Commercial Automobile Liability and the Employer Liability section of the Workers Compensation coverage.

The City of Norwich, its officers (both elected and appointed), employees, and agents shall be named as additional insured on all policies, except Professional Liability and Workers Compensation, on a primary and non-contributory basis.

Thirty (30) days’ notice of cancellation is required and must be provided to the City of Norwich via certified mail.

#### Samples

16. Accepted Bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted Bid sample. Samples are furnished free of charge. Samples may be held for comparison with deliveries.

#### Award

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

18. The Purchasing Department may reject any Bidders in default of any prior contract or guilty of misrepresentation or any Bidders with a member of its firm in default or guilty of misrepresentation.

#### Delinquent Tax Set Off

19. In accordance with §7-46 of the City of Norwich Code of Ordinances, the award of any contract for the performance of any work, or the furnishing of any services and/or materials or equipment, any vendor or successful bidder shall agree that any taxes, landfill fees or special assessments due from the vendor or successful bidder to the City of Norwich, unless previously paid, may be set off against any monies that may be due from the City of Norwich to the vendor or successful bidder for the performance of work or the furnishing of services and/or materials or equipment under said contract.

20. Any person, vendor or successful bidder performing any work or furnishing any services or material or equipment to the City or any department, board or agency thereof, shall, as a condition of doing such or furnishing services or material or equipment, agree that any delinquent taxes, landfill fees or special assessments due from him, her or it to the City, unless previously paid, may be set off against any monies that may be due from the City to such person, vendor or successful bidder for the performance of such work or the furnishing of services or materials or equipment.

#### Contract

21. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

22. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.

23. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified Bidders.

24. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase said commodities or services on the open market. Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.



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25. The Bidders hereinafter referred to as persons requesting the use of city facilities of the City of Norwich, or in contracting with the City of Norwich for goods, services, materials, labor and the like with the City of Norwich and its respective officers, agents and servants agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Norwich and its respective officers, agents and servants, or of the Bidders or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the City of Norwich and their respective officers, agents, and servants, caused in whole or in part by the acts or omission of the Bidders or any participant or spectator or anyone directly or indirectly employed or working for the Bidders while engaged in the activity in the City of Norwich.

26. Notwithstanding any provision or language in this contract to the contrary, NPU may terminate this contract whenever it determines that such termination is in the best interests of NPU. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to NPU for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to NPU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of NPU. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Office of Corporation Counsel for the City of Norwich, however, no compensation for lost profits shall be allowed.

27. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a Bid for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Norwich is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

#### Delivery

28. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the Bid specifications.

29. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the Bid specifications.

30. Payment terms are net 30 days after receipt of goods or properly executed invoice, whichever is later, unless otherwise specified. A contractor may quote payment discount terms which may be considered in making the award.

#### Saving Clause

31. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

#### Advertising

32. Contractors may not reference sales to the City for advertising and promotional purposes without the prior specific approval of the Purchasing Department.

#### Rights

33. All data collected by the contractor relative to the performance of services or delivery of materials shall remain the sole property of the City of Norwich. Such data includes historic usage of materials and services as collected by the contractor. The City has sole and exclusive right and title to all printed material produced for the City. The contractor shall not copyright any printed matter produced under the contract.

34. The Contractor assigns to the City all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by the June 2015 Special Session Public Act No. 15-5, as well as the provisions of Title VI of the Civil Rights Act of 1964 and all amendments thereto. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by the contractor concerning lack of compliance with



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these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

36. This contract is subject to provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

Part Number	Description	Service Duration (Months)	Qty	Price
<b>C9407R-96U-BNDL-A</b>	Catalyst 9400 Series 7 slot, Sup, 2xC9400-LC-48U, DNA-A LIC	---	1	
CON-3SNTP-C9407R9A	3YR SNTC 24X7X4 Catalyst 9400 Series 7 slot, Sup, 2xC940	36	1	
C9400-NW-A	Cisco Catalyst 9400 Network Advantage License	---	2	
C9400-PWR-BLANK	Cisco Catalyst 9400 Series Power Supply Blank Cover	---	4	
C9400-PWR-3200AC	Cisco Catalyst 9400 Series 3200W AC Power Supply	---	4	
C9400-SUP-1-B	Cisco Catalyst 9400 Series Supervisor-1 Bundle Select Option	---	1	
C9400-SUP-1	Cisco Catalyst 9400 Series Supervisor 1 Module	---	1	
C9400-SUP-1/2	Cisco Catalyst 9400 Series Redundant Supervisor 1 Module	---	1	
C9400-LC-48U-B	Cisco Catalyst 9400 Series 2xC9400-LC-48U for Bundle Select	---	1	
C9400-LC-48U	Cisco Catalyst 9400 Series 48-Port UPOE 10/100/1000 (RJ-45)	---	1	
C9400-LC-48U	Cisco Catalyst 9400 Series 48-Port UPOE 10/100/1000 (RJ-45)	---	1	
S9400UK9-169	UNIVERSAL	---	1	
C9400-SSD-NONE	No SSD Memory Selected	---	1	
C9400-SSD-NONE	No SSD Memory Selected	---	1	
CAB-US620P-C19-US	NEMA 6-20 to IEC-C19 13ft US	---	4	
C9400-DNA-A	Cisco Catalyst 9400 DNA Advantage Term License	---	1	
C9400-DNA-A-3Y	Cisco Catalyst 9400 DNA Advantage 3 Year License	36	1	
C9400-LC-48U	Cisco Catalyst 9400 Series 48-Port UPOE 10/100/1000 (RJ-45)	---	1	
C9400-LC-48U	Cisco Catalyst 9400 Series 48-Port UPOE 10/100/1000 (RJ-45)	---	1	
C9400-LC-48U	Cisco Catalyst 9400 Series 48-Port UPOE 10/100/1000 (RJ-45)	---	1	
C9407-RACK-19-KIT=	Cisco Catalyst 9400 Series 7 slot chassis Rack Mount	---	1	
<b>SFP-10G-SR-S</b>	10GBASE-SR SFP Module, Enterprise-Class	---	2	
<b>SFP-10G-SR-S</b>	10GBASE-SR SFP Module, Enterprise-Class	---	2	
				<b>TOTAL=</b>



The undersigned, accepts the terms, conditions and requirements stated in the Owner's Invitation to Bid and contract documents. The undersigned proposes to furnish all equipment in accordance with the specifications.

The undersigned has checked carefully all the above figures and understands that the OWNER will not be responsible for any errors or omissions on the part of the undersigned in making up this bid

Respectfully submitted:

Company: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

(Seal if bid is by a corporation)

By: \_\_\_\_\_

(Name) (typed)

\_\_\_\_\_

Signature

Title: \_\_\_\_\_

\_\_\_\_\_

Attested

Email Address: \_\_\_\_\_

The Bidder acknowledges the receipt of the following Addenda:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Include this form with your response to the IFB

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

(Individual's Name)

1. He/she is \_\_\_\_\_ of \_\_\_\_\_  
(Sole Owner, Partner, President, Secretary, etc.) (Company Name)

herein after referred to as the "Bidder" that has submitted the attached bid;

2. He/she is fully informed respecting the preparation and content of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid, in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norwich, CT or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
6. That no officer or employee or person whose salary is payable in whole or in part from the City of Norwich is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires on \_\_\_\_\_