

**INVITATION TO BID**  
**COVER SHEET**  
**TOWN OF PLAINVILLE**  
**INFORMATION TECHNOLOGY DEPARTMENT**  
**PLAINVILLE, CONNECTICUT 06062**

**BID NUMBER:** 2020-05

**ISSUED:** January 17, 2020

**DATE OF BID OPENING:** January 31, 2020

**TIME OF BID OPENING:** 11:00 AM

**LOCATION OF BID OPENING:** Plainville Town Hall Council Chambers

**PRE-BID CONFERENCE:** None

**SUMMARY DESCRIPTION OF BID:** Network and Support Equipment Purchase for Wheeler Elementary School Renovation Project.

Sealed BIDs will be received at the Office of Town Manager, Town Hall, 1 Central Square, Plainville, Connecticut until Date and Time listed above at which time the BIDs will be opened and read aloud. Late BIDs will not be accepted - no exceptions. Submittal of response by fax is not acceptable.

Additional BID information and BID documents may be obtained at the Town Manager's Office. Please speak with Kevin Ross for any technical questions. Call 860-793-3220.

The Town Manager, his designee, or Department Head may reject or accept any or all BIDs in whole or in part or to waive any informality in the BIDs received if, in his/her opinion, it is in the best interests of the Town to do so.

BIDs may be held by the Town of Plainville for a period not to exceed 2 months from the date of the BID opening for the purpose of reviewing the BIDs and investigating the qualifications of the Bidder prior to awarding the contract.

Should the Bidder find any omissions, discrepancies or errors in the specifications or other Contract Documents or should he be in doubt as to the meaning of the specifications or other Contract Documents, he should immediately notify the Town, which may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any Bidder and no oral statement of the Town shall be effective to modify any of the provisions of the Contract Documents.

**Please submit two (2) copies of completed BID forms and attachments**

**INVITATION TO BID**  
**OUTLINE OF BID DOCUMENTS**  
**TOWN OF PLAINVILLE**

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**CONTENTS OF BID DOCUMENT**

Description

	Yes	No
Invitation to BID Cover Sheet		
Outline of BID Documents		
Instruction to Bidders & General Conditions		
Technical Specifications and/or Scope of Work		
BID Proposal Page		
Non-Collusive Statement		
Affirmative Action Statement		
Form W-9		

**DOCUMENTS OR REQUIREMENTS NEEDED FOR THIS BID**

Description

	Yes	No
BID Proposal Page	*	
Non-Collusive Statement	*	
Affirmative Action Statement	*	
Form W-9	*	

## INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS

All Bidders shall observe the following instructions and specifications:

### 1. PROPOSAL COMPLIANCE

BIDs shall be submitted on the enclosed forms. Incomplete forms may be cause for disqualification of the BID. The authorized Representative/Agent of the vendor must sign the BIDs. **Please submit two (2) copies of completed BID forms and attachments.**

The Town of Plainville shall be the sole judge as to whether any and all BIDs comply with these specifications, and as such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the BID specifications.

### 2. BID RETURN ENVELOPE

All BIDs shall be submitted in sealed, opaque envelopes clearly labeled with the name of the Bidder, his address and the words "BID DOCUMENTS". Please clearly mark your envelope with the BID number and BID title as to prevent opening of a sealed BID prior to the opening date. Proposals submitted in unmarked envelopes which are opened by the Town in its normal course of business, may not be accepted. If time permits, the proposals will be returned to the Bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above.

### 3. BID PROPOSAL/PRICE

Each BID must be submitted on the prescribed form and all blank spaces for BID prices must be filled in ink or typewritten in both words and figures. BID prices shall include all labor, materials and equipment necessary to complete the work in accordance with the contract documents or these specifications and instructions. All prices must be NET, F.O.B. Plainville unless otherwise indicated.

Negligence on the part of the Bidder in preparing his BID confers no right of withdrawal or modification of his BID after such BID has been opened.

The Town of Plainville is exempt from State or Federal taxes.

### 4. WITHDRAWAL OF BIDS

BIDs may be withdrawn personally or in writing (letter form or faxed) by the prior to BID opening. Once BIDs are opened, the prices shall be guaranteed for one hundred twenty (120) days after the BID opening.

5. RIGHT OF REJECTION

The Town Manager, their designee, or Department Head may reject or accept any and all BIDs in whole or in part or to waive any informality in BIDs received if in their opinion, it is deemed in the best interest of the Town to do so.

6. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

- The Town reserves the right to split the BID Award if it is in the Town's best interest.
- The delivery date shall be a factor considered in awarding a Contract and may result in an award to a vendor other than the low Bidder.
- In the event that there is a discrepancy between price written in words and in figures, the price written in words shall govern.
- BIDs will be awarded to the lowest responsible Bidder as determined by the Town

7. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

Each Bidder is required to be familiar with and to comply with the terms and conditions of the specifications and all other contract documents and with all Federal, State and Local Laws, Ordinances or Regulations which in any manner relate to the furnishing of the equipment, material or services in accordance with the Contract. Each Bidder shall thoroughly familiarize themselves with all conditions of the BID documents and specifications before preparing his proposal. The submission of a proposal shall be construed as an assurance that such examination has been made, and the failure of the Bidder to familiarize himself with conditions related to the specifications shall in no way relieve any Bidder from any obligation in respect to this BID.

8. QUALIFICATIONS OF BIDDER

The Town may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work. The Bidder shall furnish to the Town all such information necessary to complete this investigation as the Town may request. The Town reserves the right to reject any BID if the evidence submitted by, or investigation of vendor fails to satisfy the Town that such Bidder is qualified to carry out the obligations of the contract and to the work contemplated therein.

9. ERRORS, INTERPRETATIONS AND ADDENDA

Should the Bidder find any omissions, discrepancies or errors in the specifications or other BID Documents or should they be in doubt as to the meaning of the specifications or other BID Documents, they should immediately notify the Town, which may correct,

amend or clarify such documents by a written interpretation or addendum. All information given by the Town except by written addenda shall be informal and shall not be binding upon the Town nor shall it furnish a basis for legal action by any Bidder against the Town.

#### 10. TRADE NAMES OR SUBCONTRACTING

Should brand name/trade name items appear in these specifications, before bidding on any item considered equal to or better than a named item the Bidder shall get written approval of the Project Manager for the substitution. This shall hold true unless the specifications say, "or equal". The "Or Equal" clause is intended merely to establish a standard; any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equal provided it is in the opinion of the Project Manger to be of equal substance and function.

The Contractor shall not subcontract the work under this project without written approval of the Assistant Town Manager, unless allowed in the Technical Specifications.

#### 11. GUARANTEED WARRANTY

All vehicles, equipment and materials including all parts and assemblies, if applicable, shall be guaranteed against defects in material and workmanship for a period of at least one (1) year after acceptance. The guarantee shall commence at the time of official acceptance by the Town Manager or designee. Where it is required for the Vendor to repair, replace or to modify, alter, add or remove hardware, parts, components or related accessories for the purpose of insuring proper appearance, performance or operation, such operations shall be done as required by the Vendor until such time as acceptable performance has been established. Problems that may occur shall be corrected in an appropriate fashion under the guarantee. The Vendor shall be responsible to attend to and remedy such items within a reasonable amount of time. Appropriate logs, schedules and reports shall be maintained by vendor to reflect these items and their redress. Appropriate warranty information and/or catalogues of parts, instruction of use shall be provided with BID Form. If these items are not appropriate with BID form, they shall be provided when items are delivered.

#### 12. INDEMNIFICATION

The contractor shall at all times indemnify and hold harmless the Town of Plainville and its officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the Town of Plainville or (b) the contractor, his subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions or neglect of the contractor or his subcontractor

or material man or by reason of his or their use of faulty, defective or unsuitable materials, tools or equipment of defective design in constructing or in performing the work. The existence of insurance shall in no way limit the scope of this indemnification. The contractor further undertakes to reimburse the Town of Plainville for damage to property of the Town of Plainville caused by the contractor, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them.

The contractor shall hold and save the Town and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process article, or appliance manufactured or used in the performance of the contract, including its use by the Town unless otherwise specifically stipulated in this BID.

13. QUANTITIES

The quantities as listed are estimates. The Town is in no way obligated to purchase any set amount at any time, but will purchase as needs dictate. The estimates listed can be considered average purchases per year.

The Town reserves the right to increase or decrease the quantity of each item BID upon at the same BID price stated on the BID form.

14. EVIDENCE OF ORDER

If notified of the acceptance of this proposal within the acceptance period of one hundred twenty (120) days, the Bidder agrees to submit evidence of having ordered the vehicle, equipment or material within ten (10) working days of the "NOTICE TO PROCEED/LETTER OF AWARD."

15. RIGHT OF THE OWNER TO TERMINATE CONTRACT

Failure of a contractor to deliver within the time specified or to deliver within the time extended by the Town, and failure to make replacements of rejected articles when so requested, immediately or as directed by the Town shall constitute contract default.

In the event of default or that any of the provisions of this Contract are violated by the Vendor, or by any of his Subcontractors, the Town may serve written notice upon the Vendor of their intention to terminate the Contract, such notices shall contain the reasons for such intention to terminate the Contract, and unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the Town shall immediately serve notice thereof upon the Vendor.

If contract is terminated, the Town of Plainville reserves the right to award BID to next lowest responsible Bidder or purchase on the open market. In either event, the defaulting

contractor (or his surety) shall be liable to the Town for cost to the Town in excess of the defaulted contract prices.

16. DELIVERY

Delivery of items or commencement of project shall be within 10 days of Notice to Proceed. The Town may establish blanket purchase orders under these specifications and require delivery on a monthly basis.

17. RISK OF LOSS

Bidders agree to bear all risk of loss; injury or destruction of goods and material ordered herein which occurs prior to acceptance. Such loss, injury or destruction shall not release the Bidder from any obligation under this BID. Delivery shall be F.O.B.

18. PAYMENT

Invoices shall be furnished to the Department Head for verification and approval of the amount due the Vendor. Final payment will not be made until final acceptance by the Town of Plainville of all vehicles, equipment, materials, or services. After the Department Head approval/acceptance, payment shall be made within 30 days. Late payments will not be accepted until 45 days after approval/acceptance. Terms and conditions other than those noted above must be stated on BID.

19. EQUAL OPPORTUNITY - AFFIRMATIVE ACTION

Each Bidder with ten (10) or more employees shall complete the Certification of Bidder which is included as part of these specifications. Bidders with less than ten (10) employees should indicate this on the Certification and return it with their BID.

A signature on the form certifies that the Bidder is declaring that it does not discriminate on the basis of race, color, sex, national origin, age or disability, etc. per State and Federal Statutes.

20. NON-COLLUSIVE STATEMENT

All Bidders shall be required to provide a signed non-collusive statement with the BID on the form provided

21. FUNDING

Some or the entire contract may be funded by state, federal or other grant programs. The Bidder is advised that such funding programs may include contractual provisions binding on contractors and which may, for example, require audits or certifications under oath that the contractor has not been debarred, suspended or excluded from any publicly funded project or programs.

A contract shall be deemed executory only to the extent that appropriations are available to each agency for specified purchases. The Town's extended obligation on these contracts, which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

22.           GRATUITIES

The Town may, by written notice to the contractor, cancel the contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Town, amending, or the making of any determinations with respect to the performing of such contract. In the event the Town pursuant to this provision cancels this contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the contractor the amount of the gratuity.



# TECHNICAL SPECIFICATIONS

## **Network Hardware**

2 HPEJL001A	5412R 92GT PoE+/4SFP+ v3 Switch
8 HPEJ9829AR#ABA	HPE - power supply - 1100 Watt
8 HPEJ9986A	HPE - expansion module 24 Port 10,100,1000 Gbit
2 HPEJ9995A	HPE - expansion module 8 port 10Gbit Base-T
3 HPE or Compatible J9151D	HP J9151D Compatible SFP+
3 APC SMT2200RM2UNC	APC Smart-UPS 2200VA LCD RM 2U - UPS

**TOWN OF PLAINVILLE**

**AFFIRMATIVE ACTION STATEMENT  
CERTIFICATION OF BIDDER**

Concerning Equal Employment Opportunities and/or  
Affirmative Action Policy

The Bidder certifies that it:

- 1) Is in compliance with the equal opportunity clause as set forth in the Connecticut State Law.
- 2) Does not maintain segregated facilities.
- 3) Has filed required employer's information reports.
- 4) Lists job openings with Federal and State Employment Services.
- 5) It is in compliance with the American with Disabilities Act.

Check Appropriate One:

Yes/Bidder certifies to having an Affirmative Action Program.

Not applicable/Bidder employs 10 or less people.

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Bidder-Company Name

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Date

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Name & Title (Printed)

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Signature

**TOWN OF PLAINVILLE**

**NON-COLLUSIVE STATEMENT**

**BID for:** Network and Support Equipment Purchase for Wheeler Elementary School Renovation Project

The undersigned Bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

- a. The BID has been arrived at by the Bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to BID designed to limit independent bidding or competition, and;
- b. The Bidder has not communicated the contents of the BID to its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the BID and will not be communicated to any such person prior to the official opening of the BID.

The undersigned Bidder further certifies that this statement is executed for the purpose of inducing the Town of Plainville to consider the BID and make an award in accordance therewith.

Please complete & sign

Legal Name of Bidder	
Business Address	
Name & Title of Authorize agent	
Signature	
Date	
Phone # & Fax #	

**TOWN OF PLAINVILLE**

**BID FORM**

**BID NUMBER:** 2020-05

**ISSUED:** January 17, 2020

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**PRE-BID CONFERENCE:** None

**SUMMARY DESCRIPTION OF BID:** Network and Support Equipment Purchase for Wheeler Elementary School Renovation Project.

The undersigned submits the following BID in accordance with and in conformity with the enclosed BID documents as attached herewith.

Item Description	Dollars & Cents	Written Figures
Total		

Items to be delivered within \_\_\_\_\_ days after receipt of Purchase Order

List/attach exceptions to BID

\_\_\_\_\_

Attach all appropriate documents and forms as indicated in BID Documents

Please complete & sign

Legal Name of Bidder	
Business Address	
Name & Title of Authorize agent	
Signature	
Date	
Phone # & Fax #	