

**NORTH COUNTRY SUPERVISORY UNION
REQUEST FOR PROPOSALS**

**Purchase Wireless Access Points
for Brighton Elementary School,
Charleston Elementary School,
Coventry Village School,
Holland Elementary School,
Jay Westfield Joint Elementary School,
Newport City Elementary School
Newport Town School
North Country Union High School
and Troy School**

Proposals must be received no later than 3:00pm January 24, 2018

**North Country Supervisory Union
Attn: John Peters, Technology Director
121 Duchess Ave Suite A
Newport, VT 05855-5517
Phone: 802-334-5847 Ext. 2018
Fax: 802-334-6528
John.Peters@ncsuvt.org**

Any questions regarding this RFP should be e-mailed to John Peters

North Country Supervisory Union (NCSU) reserves the right to accept any proposal, deemed most favorable to the interests of NCSU and to reject any and all proposals or any portion thereof which is not considered to be in the best interest of NCSU. Award of bid is dependent on NCSU board approval.

OVERVIEW

The North Country Union High School is soliciting a Request for Proposal ("RFP") from experienced vendors to purchase of Wireless Access Points.

Please submit an original and two (2) copies of your proposal in a sealed envelope to the Contact person shown below no later than **3:00pm January 24, 2018**. No oral or electronically transmitted proposals will be accepted. Proposals not received by the specified time noted will be rejected.

All proposals shall be submitted and shall become the property of North Country Union High School.

All responses to the Request for Proposal shall be submitted to:

John Peters, Director of Technology
North Country Supervisory Union
121 Duchess Ave Suite A
Newport, VT 05855
John.Peters@ncsuvt.org

Questions may be submitted via mail or email to

John Peters, Director of Technology
North Country Supervisory Union
121 Duchess Ave Suite A
Newport, VT 05855
John.Peters@ncsuvt.org

Aime Forbes, Network Administrator
North Country Supervisory Union
121 Duchess Ave Suite A
Newport, VT 05855
Aime.Forbes@ncsuvt.org

I. INTRODUCTION

EXECUTIVE SUMMARY: North Country Supervisory Union (NCSU) is seeking proposals for the purchase Wireless Access Points for Brighton Elementary School, Charleston Elementary School, Coventry Village School, Holland Elementary School, Jay Westfield Joint Elementary School, Newport City Elementary School, Newport Town School, North Country Union High School and Troy School. Preference shall be given to vendors that carry products compatible with installed Aruba access points.

Failure to provide a SPIN will automatically disqualify a respondent from the contract award process.

II. SCOPE OF WORK

- A. Provide 100 Wireless Access Points – preferably HPE/Aruba
 - 1. Shall interface with existing Aruba Access Points Virtual Controller
 - 2. Multi radio supporting 802.11n/ac 2x2:2/3x3:3 MU-MIMO Dual Radio Integrated Antenna AP
 - 3. Multi-VLAN configurable
 - 4. IEEE 802.3af PoE or IEEE 802.3ac PoE+ capable
- B. Provide 9 Wireless Access Points – preferably HPE/Aruba
 - 1. Shall interface with existing Aruba Access Points Virtual Controller
 - 2. Multi radio supporting 802.11n/ac Dual 4x4:4 MU-MIMO Radio Integrated Antenna AP
 - 3. Multi-VLAN configurable
 - 4. IEEE 802.3af PoE or IEEE 802.3ac PoE+ capable
- C. All delivery of equipment must be before July 31, 2018.

III. SUBMISSION REQUIREMENTS

The submission requirements for the RFP are detailed below. Please submit an original and two (2) copies of your response. Submissions should include Exhibit A “Cover Sheet for Bid Proposal” and responses to Exhibit B Questionnaire for Vendors. Any submission shall constitute an irrevocable offer for one hundred twenty (120) calendar days following the deadline of its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

Responses to the RFP must contain the following information by the vendor:

A. General and Technical Requirements

The Vendor shall include a statement that the Scope of Work is clearly understood.

B. Pricing Requirements

The contract pricing in the successful proposal shall not change for one full year. Pricing shall include all maintenance, licensing, training and additional fees charged on an annual basis.

IV. CONTRACTING REQUIREMENTS

A. Indemnity Obligations of Vendor

To the fullest extent permitted by law, Vendor will protect, indemnify, defend and hold NCSU, officers, employees, agents and representatives and each of their successors and assigns entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Vendor, Vendor's employees, subcontractors, agents, representatives or assigns (collectively, "Vendor's Agents") in the performance or nonperformance of the professional services required to be performed by the Vendor under the Agreement; or (c) NCSU's enforcement of its rights under this indemnity provision.

B. Termination

a. Appropriation of Funds. If the term of this contract extends into fiscal years subsequent to that in which it is approved, such continuation of the contract is subject to the appropriation of funds for such purpose by the NCSU school board. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the contract is terminated, Vendor agrees to terminate any services supplied to NCSU under this contract, and relieve NCSU of any further obligation thereof.

b. Default by Vendor. The Agreement may be terminated by NCSU upon thirty (30) Days written notice to Vendor in the event Vendor is in default under any of the provisions of the Agreement. In the event the Agreement is terminated due to the default by Vendor, Vendor will not be entitled to receive any compensation for Services performed or for any Reimbursable Expenses incurred.

C. Automatic Termination. The Agreement will automatically terminate on the occurrence of any of the following events:

- a.** Bankruptcy or insolvency of either party;
- b.** Failure to comply with federal, state or local laws, regulations or requirements, or
- c.** Expiration of the agreement, renewal periods or month-to-month option.

V. NONDISCRIMINATION

During the performance of this Agreement, Vendor will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex or sexual orientation. Vendor will comply with the provisions of the Vermont Fair Employment Practices Act, 21 V.S.A. §§ 495-496. Vendor will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

VI. ASSIGNMENT/SUBCONTRACTING

Vendor will clearly describe the reason for using any subcontractors, if applicable. Regardless of approval of any subcontractor by NCSU or any provision in the agreement to the contrary, Vendor will at all times remain solely and exclusively responsible for the performance of all obligations under this Agreement.

VII. GENERAL PROVISIONS

- A. Force Majeure.** Neither party will be deemed in default of the Agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) embargoes, and (8) earthquakes.
- B. Governing Law.** The agreement will be governed by the laws of the State of Vermont.
- a. Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to the Agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit on the Agreement shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the Agreement into any judgment on the Agreement.
- b. Arbitration.** Any question, claim or dispute between the parties valued in excess of five thousand dollars (\$5,000) arising out of or related to this agreement, except breaches of confidentiality will be conclusively settled by binding arbitration.
- c. License.** In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or other special license to perform the Services pursuant to the Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the Services pursuant to the agreement.

IX. EVALUATION OF PROPOSALS

North Country Supervisory Union and North Country Union High School will review submitted proposals based upon, but not solely limited to, the criteria. Note that cost will be a factor, but not the only factor, in evaluating submitted proposals.

A. Rejection of Proposals

NCSU reserves the right to reject any or all submissions in whole or in part for any reason without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements.

If a proposal fails to meet a material requirement in the Request for Proposal, or is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a

response is not in substantial accord with the requirements in the RFP.

B. Evaluation Process and "Highest Scored Proposal"

A selection committee will review in detail all proposals that are received to determine the highest scored proposal.

NCSU reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, business objectives, technical requirements, the review team's assessment of the quality and performance of the equipment and services proposed, cost, and other criteria as assessed by the review team.

NCSU reserves the right to reject all proposals.

NCSU may require the vendor to clarify an answer. Failure to do so may result in sufficient cause for being non-responsive.

Per Vermont Law proposals will be evaluated based on cost. If a contract is awarded, it shall be awarded based on the lowest responsible bid conforming to the specifications. In addition to cost, the following factors will be taken into consideration in awarding a contract

- 1. Responsiveness:** Adherence to the requirements of this RFP.
- 2. Qualifications and Experience:** The ability, capacity, flexibility, financial stability and skill of the vendor to perform the contract, as evidenced by related factors such as its market position, strategic partnerships, customer base, standard financial reports, industry ratings/awards, ability to deliver within a reasonable time without delay, etc. Also includes client reference information from current or prior customers.
- 3. Technical Approach and Quality:** The ability of the Vendor to meet the specifications and requirements for service. Demonstrated success on similar projects and problem resolution process. The ability to provide quality services in fulfillment of the contract based upon business efficiencies, organizational structure, customer service, and technological competitiveness.

C. Award and Execution of Contract

The award of the contract will be in accordance with the timelines established under the federal E-Rate program. NCSU may request that a formal presentation be given at this time and a representative is available to answer questions.

D. Errors in the RFP

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the vendor should immediately provide NCSU with written notice of the problem and request that the RFP be clarified or modified.

E. Withdrawal and Resubmission/Modification of Proposals

A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by

notifying NCSU in writing of its withdrawal.

Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

F. News Releases

News releases pertaining to the award of a contract may not be made without the prior written approval of NCSU.

G. Disposition of Materials

All materials submitted in response to an RFP will become the property of NCSU and will be returned only at the NCSU's option and at the expense of the vendor submitting the proposal or bid. After the contract award has been made one copy of a submitted proposal will be retained for official files and become a public record. However, any confidential material submitted by a vendor that was clearly marked beforehand as such will be returned upon request.

H. Form of Notice

Where any notice is required or permitted in writing, the notice must be sent by U.S. mail or e-mail.

Exhibit A Cover Sheet for Bid Proposal

Bid Proposal for the purchase of Wireless Access Points for North Country Supervisory Union Schools.

The attached quotes are for Wireless Access Points in accordance with the instructions to bidders and specifications.

Company Name: _____ FCC SPIN Number _____

Company Address: _____

Total Proposed Price: _____

Signature of Authorized Representative: _____

Title

Date

Please attach a copy of your quote

Exhibit B Questionnaire for Vendors

All vendors must complete this questionnaire in full so as to assist NCSU in reviewing all proposals in accordance with the criteria. Failure to completely answer all questions in a thorough, accurate manner may lead to the rejection of the proposal.

1. Please signify by checking the boxes below your understanding of the scope of work and ability to provide the required services

Can Provide the Required Service	Required Service
<input type="checkbox"/>	Provide 100 Wireless Access Points – preferably HPE/Aruba <ol style="list-style-type: none">1. Shall interface with existing Aruba Access Points Virtual Controller2. Multi radio supporting 802.11n/ac 2x2:2/3x3:3 MU-MIMO Dual Radio Integrated Antenna AP3. Multi-VLAN configurable4. IEEE 802.3af PoE or IEEE 802.3ac PoE+ capable
<input type="checkbox"/>	Provide 9 Wireless Access Points – preferably HPE/Aruba <ol style="list-style-type: none">1. Shall interface with existing Aruba Access Points Virtual Controller2. Multi radio supporting 802.11n/ac Dual 4x4:4 MU-MIMO Radio Integrated Antenna AP3. Multi-VLAN configurable4. IEEE 802.3af PoE or IEEE 802.3ac PoE+ capable
<input type="checkbox"/>	All work must be completed and satisfactorily tested before July 31, 2018.