



REQUEST FOR PROPOSALS

Enterprise Network Switching & Electronics

The Hamblen County Department of Education will receive sealed bids for the provision of **Enterprise Network Switching & Electronics** as specified herein. Bids must be received by **8:30 a.m. EST** on Monday, **January 13, 2020**. Late bids will not be considered nor returned. The Hamblen County Department of Education is not responsible for delivery times of vendor's chosen carrier. If your bid is received after the deadline, it will be automatically disqualified.

RFP Item#
IT20.13.01.3
–
Enterprise
Network
Switching &
Electronics

Closing Date
January 13,
2020

Closing Time
8:30 AM EST

All questions regarding this RFP/Bid **MUST** be submitted via email by the deadline noted in this document. Please reference RFP Item Number in subject line of email. Phone calls will not be accepted. Please submit questions to Harold@hcboe.net.

DELIVER BIDS TO:

IT20.13.01.3 – Enterprise Network Switching & Electronics

Opening Date: January 13, 2020

Hamblen County Dept. of Education

Technology Department

210 East Morris Blvd.

Morristown, TN 37813

THE BID ENVELOPE MUST SHOW THE BID NUMBER, NAME, AND OPENING DATE.

SECTION I GENERAL TERMS AND CONDITIONS

Additional Information:

- 1.1 Send requests for additional information to Harold Jones, Supervisor of Technology & Communications, Harold@hcboe.net. Please reference RFP Item No. in subject line of email. Information about the Hamblen County Department of Education current bids may be obtained on the Internet at <https://www.hcboe.net/bidsandrfps>

Remanufactured Equipment:

- 1.2 Vendors are advised that remanufactured or refurbished equipment will not be accepted for this bid.

RFP IT20.13.01.3

Hamblen County Department of Education Enterprise Network Switching & Electronics

Recycling Efforts:

- 1.3 Vendors are to state the percentage of product made from recycled materials. Specify the amount of post consumer waste separately from pre-consumer recycled content.

Conflict of Interest:

- 1.4 Vendors must have a "non-conflict of interest" affidavit on file prior to contract award.

Non-Discrimination:

- 1.5 Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

Processing Time For Payment:

- 1.6 Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

Alternative Bids:

- 1.7 The Hamblen County Department of Education will not accept alternate bids (those not equal to specifications) unless authorized by the invitation to bid.

Multiple Bids:

- 1.8 The Hamblen County Department of Education will consider multiple bids that meet specifications.

Taxes:

- 1.9 The Hamblen County Department of Education purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

Delivery:

- 1.10 Vendors are to state the delivery time in the bid. The Hamblen County Department of Education requires that vendors deliver all products FOB "free on board" to final destination.

Bid Acceptance:

- 1.11 Vendors shall hold their price firm and subject to acceptance by the Hamblen County Department of Education for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.

Electronic Transmission Of Bids:

- 1.12 The Hamblen County Department of Education will not accept telegraphic or electronically transmitted bids.

Award:

- 1.13 Award will be made based upon the criteria set forth in section III of this bid document. The Hamblen County Department of Education reserves the right to award this bid on an item by item basis, a schedule basis or an "all or none" basis-whichever is in the best interest of the district. The Hamblen County Department of Education also reserves the right to not award this bid or to reject any and all bids.

Proof Of Financial And Business Capability:

- 1.14 Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Hamblen County Department of Education will make the final determination as to the bidder's ability.

Vendor Default:

- 1.15 The Hamblen County Department of Education reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, the Hamblen County Department of Education reserves the right to remove the vendor from the district's bidders list for twenty-four months.

Restrictive Or Ambiguous Specifications:

- 1.16 It is the responsibility of the prospective bidder to review the entire invitation for bids (IFB) packet and to notify the Hamblen County Department of Education, Department of Instructional Technology if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Technology Department not less than one week (5 days) prior to the time set for bid opening. These requirements also apply to specifications that are ambiguous.

Bid Delivery:

- 1.17 The Hamblen County Department of Education requires bidders, when hand delivering bids, to deliver said bid to the Hamblen County Dept. of Education, Department of Instructional Technology between the normal business hours of 8:00 am and 4:30 pm, Monday through Friday. The Hamblen County Department of Education is not responsible for delivery times of your carrier. If your bid is received after the deadline, it will be

automatically disqualified. Inclement weather is always a possibility and the district office may be closed on bid activity dates. It is the vendor's responsibility to contact the Hamblen County Department of Education at 423-586-7700 to verify that the district office is open. Please note that The Hamblen County Department of Education is closed December 24-26, 2014, and January 1, 2020.

Duplicate Copies:

- 1.18 The Hamblen County Department of Education requires that bids be submitted in duplicate.

Term Bid Agreements:

- 1.19 If this bid results in a term bid contract with the vendor, the Hamblen County Department of Education must receive all general price decreases that other customers receive.

Signing Of Bids:

- 1.20 **In order to be considered all bids must be signed. Please sign the original in blue ink.**

Use Of Bid Forms:

- 1.21 Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

Waving Of Informalities:

- 1.22 The Hamblen County Department of Education reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamblen County Department of Education.

Subcontracting:

- 1.23 The Hamblen County Department of Education will award this bid to one vendor. The successful vendor may not subcontract the award without the written consent of the Hamblen County Department of Education.

New Material:

- 1.24 Unless specified otherwise in the bid package, the Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components and end products. Contractor submission of other than new materials may be cause for the rejection of the bid.

Expense of Bid Preparation:

- 1.25 The Hamblen County Department of Education or representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentations of Contractor's bid response.

Cooperative Purchasing:

- 1.26 Vendors are to indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.

Title VI Of The Civil Rights Act:

- 1.27 "Nondiscrimination in Federally Assisted Programs"- "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq.

It is the policy of the Hamblen County Department of Education that all its services and activities be administered in conformance with requirements of Title VI.

Envelope Cover:

- 1.28 Bids and modifications thereof shall be enclosed in sealed envelopes addressed to the Hamblen County Department of Education, Technology Department, with the name and address of the bidder, the date and hour of opening, and the bid number **"IT20.13.01.3 Enterprise Network Switching and Electronics"** on the face of the envelope. Electronically transmitted, telegraphic or facsimile bids will not be considered. Bids received without the envelope information will not be considered.

Late Bids

- 1.29 Bids and modifications or withdrawals thereof received after the time set for opening will not be considered. The Hamblen County Department of Education is not responsible for delivery times of vendor's chosen delivery carrier. If your bid is received after the deadline, it will be automatically disqualified.

Discounts

- 1.30 1. Prompt payment discounts will be included in the evaluation of bids, provided the period of the offered discount is sufficient to permit payment within such period in the regular course of business.
2. In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at a point of origin, or from the date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher is received in the Technology Department, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing.

Response Submission

- 1.31 Responses to this RFP must be submitted in sealed packages and delivered to Hamblen County Department of Education Technology Department, 210 E Morris Blvd. Morristown, TN, 37813, no later than 8:30 AM EST on January 13, 2020, so that this RFP is in compliance with the Federal Communication Commission's competitive bidding requirement for Universal Service Fund (USF) support and services. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The district will reject all late arrivals. The Vendor must submit two (2) copies of the response along with any required supporting documentation. **"IT20.13.01.3 Enterprise Network Switching and Electronics" should be clearly marked on the face of the envelope containing the bid along with the opening date of January 13, 2020.** Failure to comply with this may cause the bid to be misdirected and therefore not to be considered. Responses must be for the entire project. No substitutions or partial bids will be allowed. Oral, telephone, faxed or telegraphic bids shall not be considered, nor will modifications of bids by such communication be considered. The completed bid form shall be without erasures or alterations. Signatures on the proposals shall be in longhand and executed by an individual duly authorized by The Vendor to make a contract. Bids made out in pencil will NOT be accepted. Bid must be notarized. Prior to commencement of work, Vendor will name contractee as additional insured for liability purposes.

Interpretation and Changes

- 1.32 The intent of this RFP is to communicate the district's requirements to any qualified and interested bidder. Our intention is to receive bids for the system services as stated in Section 1 of this RFP. The district may make corrections, or changes to the RFP. If the customer makes changes or corrections to the RFP it will be via a written ADDENDUM. All efforts will be made by the district to mail or deliver any ADDENDUM to all parties who have requested and received the RFP. ADDENDUMS will be issued

as expeditiously as possible (by FAX, if necessary, followed by original documents). Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and The Vendor shall not rely upon such interpretations, corrections, or changes.

Addendum

- 1.33 It will be the responsibility of all respondents to contact The district prior to submitting a response to the RFP to ascertain if any ADDENDUM have been issued, and to obtain any and all ADDENDUMS, execute them, and return ADDENDUM with the response to the RFP.

Questions

- 1.34 Questions regarding this RFP must be submitted in writing/email. The district must receive questions no later than five (5) business days before the bid opening or the questions will be considered null and void. Responses to all questions received in proper timeframes will be made in writing and posted with the RFP on the district website. Phone calls will not be accepted.

Proposal Binding Period

- 1.35 Prices quoted in The Vendor's response for all services and equipment will remain in effect for a period of at least 90 business days from the issuance date of The Vendor's response. However, any taxes, whether local, state, or federal, imposed on services herein provided instituted after the date of bid response may be passed on to the district from the vendor. The Vendor must understand that the customer may use e-rate discounts for these services, in which case, within 90 days of submitting the response to the RFP the customer will submit SLD form 471 for funds based upon the pricing submitted by the Vendor. The SLD funding cycle may take as long as 12-18 months.

Omissions

- 1.36 Omissions in the proposal of any provision herein described shall not be construed as to relieve The Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

Financing

- 1.37 The district desires to contract using funds made available to the School System through the Federal Communications Commission E-Rate. After notification of award, The Vendor will issue a contract for the services for which The Vendor will be responsible as a result of the RFP. This Contract will show the amount that is the responsibility of the of the local school system under the E-Rate discount. In the contents of the contract will be a Contingency Clause that states that the Contract that is being issued is

contingent on the FCC Fund Administrator approving the Contract for Universal Services Funding. This paragraph should include the amount of funds that the FCC Fund Administrator will be required to pay based on the school system's E-Rate percentage. This will constitute a contingency contract between The district and The Vendor. After notification by the Schools and Libraries Corporation (FCC Fund Administrator) of the acceptance of the Universal Services Contract, the contingency will be removed and the Contingency Contract will become a legal and binding contract between The district and The Vendor. This will determine the amount of payment by the school system and the FCC Fund Administrator. Neither party to the contract shall assign the contract or sublet it as a whole without the consent of The district. In return for the implementation of the services used, the district shall pay The Vendor The district's portion of the contract as established by E-Rate in a timely manner. The district also agrees to work jointly and cooperatively with The Vendor in completing any and all paperwork necessary and required for The Vendor to receive payment by the FCC Fund Administrator for the FCC's portion of the contract.

Service Length

- 1.38 The contractual term of this contract will be one (1) years with options to renew up to six (6) years.

Patents and Royalties

- 1.39 The Vendor, without exception, shall indemnify and hold harmless The district and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by The district. If The Vendor or subcontractor uses any design, device, or material covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Indemnification

- 1.40 The Vendor shall indemnify and hold harmless The district, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence or any negligence (excluding negligence by The district, its agents or employees) in connection with the same; or by use of any improper, material or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants or employees. The Vendor further agrees to indemnify and hold harmless The district, its agents or employees, against claims or

liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees. The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at The district option, of any and all claims of liability and all suits and actions of every name and description that may be brought against The district which may result from the operations and activities under this Contract whether the installation operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either. The award of this Contract to The Vendor shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

Right to Reject

- 1.41 The district reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the Hamblen County Department of Education. The district reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor proposes. The district reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who in the opinion of the district is not in a position to adequately perform the contract.
- The district reserves the right to reject any or all proposals; any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of the Hamblen County Department of Education. Contracts will be awarded to The Vendor submitting the proposal determined to be in the best interests of the Hamblen County Department of Education.

Vendor Registration

- 1.42 Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Hamblen County Department of Education, Department of Instructional Technology with the form attached to this RFP/Bid document. Registration form is only good for THIS RFP/BID. Please fax the application to (423) 585-3783 or by e-mail at *ForteB@hcboe.net* at least **5 days prior** to the bid opening. **Do not send this form with the bid. Please see last page of bid for the vendor registration form.**

Possession of Weapons

- 1.43 All vendors and their employees and their agents are prohibited from possessing any weapons on the Hamblen County Department of Education property without prior written consent from Hamblen County Department of

Education. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

THESE TERMS AND CONDITIONS SHALL BE PART OF THE CONTRACT. THE HAMBLÉN COUNTY DEPARTMENT OF EDUCATION RESERVES THE RIGHT TO NEGOTIATE OTHER TERMS AND CONDITIONS IT DEEMS APPROPRIATE AND NECESSARY UNDER THE CIRCUMSTANCES TO PROTECT THE PUBLIC TRUST.

Incorporation:

- 2.1 All specifications, drawings, technical information, invitation to bid, bid award and similar items referred to or attached or which are the basis for this contract are deemed incorporated by reference as if set out fully herein.

Alterations Or Amendments:

- 2.2 No alterations, amendments, changes, modifications or additions to this Contract shall be binding on the Hamblen County Department of Education without the prior written approval of the the Hamblen County Department of Education.

Assignment:

- 2.3 Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of the Hamblen County Department of Education.

Warranty:

- 2.4 Contractor warrants to the Hamblen County Department of Education that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to the Hamblen County Department of Education all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the district. Return of merchandise not meeting warranties shall be at contractor's expense.

Remedies:

- 2.5 The Hamblen County Department of Education shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorneys fees.

Inspection And Acceptance:

- 2.6 Warranty periods shall not commence until the Hamblen County Department of Education inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by the Hamblen County Department of Education. The Hamblen County Department of Education reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

Order Of Precedence:

- 2.7 In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation to Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

Severability:

- 2.8 If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

Governing Law:

- 2.9 This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Hamblen County, Tennessee. The Chancery Court and/or the Circuit Court of Hamblen County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.

Default:

- 2.10 If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, the Hamblen County Department of Education may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. The Hamblen County Department of Education expressly retains all its and remedies provided by law in case of

such breach, and no action by the Hamblen County Department of Education shall constitute a waiver of any such rights or remedies. In the event of termination for default, the Hamblen County Department of Education reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

Termination:

- 2.11 The district may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

Appropriation:

- 2.12 In the event no funds are appropriated by the Hamblen County Department of Education for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

Compliance With All Laws:

- 2.13 Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

Indemnification/Hold Harmless:

- 2.14 Contractor shall indemnify, defend, save and hold harmless Hamblen County Department of Education, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

Right to Inspect

- 2.15 The Hamblen County Department of Education reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

Books and Records

- 2.16 Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

Child Labor

- 2.17 Contractor agrees that no products will be provided or used under this contract which have been manufactured or assembled by child labor.

SECTION III SPECIAL TERMS AND CONDITIONS

Intent:

- 3.1 The intent of these specifications is to convey to prospective bidders the type of computer equipment requested by the Hamblen County Department of Education. The Hamblen County Department of Education requests that prospective bidders price the items in SECTION IV as well as state a percentage of mark-up or discount on non-specified items.

Term:

- 3.2 The contract will be for One (1) year beginning approximately July 1, 2020 and continue through June 30, 2021.

Upon mutual consent of both parties, the agreement may be renewed for four (4) additional one (1) year periods, for a total term of five (5) years.

Escalation Provision:

- 3.3 The responder warrants that the unit price stated herein shall remain firm for a period of not less than one (1) calendar year from the first day of the contract period. If the responder's unit price is increased after one (1) calendar year, the contract unit price may be increased upon approval of the responder's written request to the Purchasing Agent.

Such a request shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; (3) the amount of the change requested with documentation to support requested adjustment (i.e., appropriate bureau of labor statistics, change in manufacturer's price, etc.). Such price adjustment shall be by the same percentage as

documented.

Bid Modification:

- 3.4 This bid may be modified accordingly provided that:

The aggregate of the increase in the contract unit price made under this clause shall not exceed a total of seven percent (7%) of the original contract unit price. If this contract is renewed, the percentage increase shall not exceed seven percent (7%) per contract period on the prices prevailing at the time of renewal;

The increased contract unit price may be effective after one (1) calendar year provided that the responder submits a written request, with supporting documentation, for an increase, at least thirty (30) calendar days prior to the proposed effective date of the price increase;

The increased contract unit price shall not apply to orders received by the vendor prior to the effective date of the increased contract unit price. Orders placed, via county purchase order, shall be considered to have been received by the responder after the fifth (5th) calendar day following the date of signature by the Purchasing Agent or his authorized representative;

Within thirty (30) calendar days after receipt of a responder's written request, the District Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increase and undelivered at the time of such cancellation.

Quantity Purchase:

- 3.5 Vendor should make additional discounts available to the Hamblen County Department of Education for quantity purchases.

Termination:

- 3.6 Should the responders fail to meet the Requirements of this contract, The Hamblen County Department of Education may terminate the Contract upon a thirty (30) day written notice.

Evaluation:

- 3.7 Evaluation will be made on the following Criteria:
In keeping with the guidelines of USAC, this contract will be awarded to the most cost-effective provider who submits a complete and accurate submittal that meets the stated requirements. Prices of eligible services will be the primary factor, but not necessarily the sole factor, in evaluating the bids. Other factors of consideration may include, but are not limited to

transition, prior experience, including past performance, personnel qualifications, including technical excellence; management capability, including schedule compliance; cost of ineligible products and services; and flexibility of services. The Hamblen County Department of Education does not guarantee award of a contract and reserves the right to reject all bids.

1	Total Price	30 Points
2	Percentage of Overall Price that IS E-Rate Eligible	15 Points
3	Prior Experience – K-12	10 Points
4	Adequacy/Compliance with Bid Specifications	10 Points
5	Percentage of Overall Price that is NOT E-Rate Eligible	15 Points
6	Level of service/support/maintenance provided in the proposal service without additional cost	15 Points
7	Local or in-state vendor/office	5 Points

Response:

3.8 Vendors shall bid in the following manner:

Provide, with their bid, a copy of the most recent vendor pricelist.

State the percentage of mark-up or discount from the aforementioned price list to the Hamblen County Department of Education.

Vendors shall submit their responses with the products, F.O.B. destination to Hamblen County Department of Education, Department of Instructional Technology, 210 East Morris Blvd., Morristown, TN 37813.

Pricing for these services and products must be provided in the Bid Response Form provided with this RFP. The vendor's bid may include additional quote pages in the vendor's preferred format. However, all pricing must be entered in the Bid Response Form, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as "See Page XX", "Refer to Page XX", etc. should not be entered in the Bid

Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration.

Quantities:

- 3.9 The Hamblen County Department of Education does not guarantee any quantities during the term of this agreement. However, it is to be noted that the Hamblen County Department of Education expended approximately one hundred thousand (\$100,000.00) dollars during the previous fiscal year. Depending on funding under e-rate applications a significant increase in this amount is possible, but not guaranteed, during the term of the contract.

Warranty:

- 3.10 All products shall be, as a minimum, warranted for three years on parts & labor.

Responders shall specify variations in length and conditions in section V.

Vendors shall serve as liaison and/or service provider during the term of warranty.

SECTION IV VENDOR RESPONSE:

- 4.1 Products to be most commonly purchased (Specifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, suppliers' itemization numbers, etc. is intended to set quality and feature standards and does not exclude bids from others as long as quality and feature standards are met). :

Part Number	Description
JL428A	Aruba 3810M 48GPOE+ 4SFP+ 680W Switch
JL428A ABA	INCLUDED: Power Cord - U.S. localization
JL086A	Aruba X372 54VDC 680W Power Supply

JL086A ABA	INCLUDED: Power Cord - U.S. localization
JL084A	Aruba 3810M 4-port Stacking Module
J9578A	Aruba 3800/3810M 0.5m Stacking Cable
J9665A	Aruba 3800/3810M 1m Stacking Cable
JL074A	Aruba 3810M 48G PoE+ 1-slot Switch
JL661A	Aruba 6300M 48G CL4 PoE 4SFP56 Switch
JL669A	Aruba 6300M Fan Tray
JL087A	Aruba X372 54VDC 1050W Power Supply
JL087A ABA	INCLUDED: Power Cord - U.S. localization
J9150D	Aruba 10G SFP+ LC SR 300m MMF Transceiver
JL487A	Aruba 25G SFP28 to SFP28 0.65m DAC Cable
JL488A	Aruba 25G SFP28 to SFP28 3m DAC Cable
JL001A	Aruba 5412R 92GT PoE+/4SFP+ v3 zl2 Switch
J9986A	INCLUDED: Aruba 24p 1000BASE-T PoE+ v3 zl2 Mod
J9990A	INCLUDED: Aruba 20p PoE+ / 4p SFP+ v3 zl2 Mod
J9830B	Aruba 5400R 2750W PoE+ zl2 PSU
J9830B ABA	INCLUDED: Power Cord - U.S. localization
J9827A	Aruba 5400R zl2 Management Module
J9583A	HPE X410 Universal 4-Post Rack Mounting Kit – 1U
JL075A	Aruba 3810M 16SFP+ 2-slot Switch
JL076A	Aruba 3810M 40G 8 HPE Smart Rate PoE+ 1-slot Switch
JL081A	Aruba 3810M/2930M 4 1 /2.5 /5 /10 GbE HPE Smart Rate Module
JL078A	Aruba 3810M/2930M 1QSFP+ 40Gbe Module
JL083A	Aruba 3810M/2930M 4SFP+ MACsec Module
JL308A	Aruba 40G QSFP+ LC BiDi 150m MMF XCVR
J9579A	HPE 3800 3m Stacking Cable
JL088A	Aruba 3810 Switch Fan Tay
JL659A	Aruba 6300M 48-port HPE Smart Rate 1 /2.5 / 5GbE Class 6 PoE and 4-port SFP56 Switch
JL489A	Aruba 25G SFP28 to SFP28 5m Direct Attach Copper Cable

Proposed items (modules, transceivers, and cables) must be compatible with existing Aruba switches, Aruba Clearpass Appliance, and infrastructure. Switches should be able to be stacked with existing switches in place at the school locations. **Documentation should be included for equivalent items to show compatibility.**

Switch Minimum Requirements

1. Must be capable of providing POE+ .
2. Must be capable of being stacked to create a single management switch.
3. 24 pt / 48 pt Access Switch must support NBASE-T technology providing the ability to deliver 2.5 and 5 Gbps over twisted pair on at least 4 ports.
4. Must support industry standard, OpenFlow, and the HPE Software defined Network Controller.
5. Must support role-based policies capable of automatic tunnel creation for secure traffic segmentation using APS's existing ClearPass Policy Manager.
6. Must support application layer firewalled policy with roles providing differentiated access using a single VLAN.

Additional Switch Requirements

1. If the switch that you are bidding as equivalent requires additional feature licenses to enable all of the capabilities of the switch, you must also include those licenses in the cost of your proposal.
2. The district desires an E-rate eligible multi-year warranty for a period up to three years that is provided as an integral part of an eligible component, without a separately identifiable cost. If the proposed product does not include an E-rate eligible multi-year warranty, vendors must provide a quote for a three year extended warranty. This cost will be evaluated as part of the E-rate ineligible items.
3. If the switches that you are bidding are not already in use at the Hamblen County Department of Education, you must include the cost of the training of at least two network administrators in your cost proposal. The Hamblen County Department of Education currently utilizes HP and Aruba switches. Vendors must identify whether this is an E-rate eligible or ineligible cost.

If applicable, vendor is to specify the manufacturer's warranty provided as an integral part of an eligible component without separately identifiable cost.

Electronic Rack and Stack Requirements

1. The vendor will provide the following electronics:
 - a. Network Switches (Fiber / 48pt / 24pt)
 - b. Power Supplies for Fiber Distribution Switches
 - c. Power Supplies for Access Switches
 - d. Transceivers – SFP (Fiber / Copper)
 - e. Stacking Modules
 - f. Stacking Cables
 - g. SmartRate Modules
 - h. Fan Kits (for network cabinets)
2. It will be the responsibility of the Hamblen County Department of Education Instructional Technology Department to configure and tag all network switches.

SPECIFICATIONS

Listed below are part numbers and quantities for proposal. Vendors may submit alternative equipment as long as the equipment is an equivalent make and model. All equipment shall be new, factory-sealed equipment currently available from the manufacturer; the District will not accept proposals of used, remanufactured, refurbished, “B stock,” returns, open-box, discontinued, “gray market,” or equipment in any condition other than new and factory-sealed with all original manufacturer warranties. The Hamblen County Department of Education reserves the right to adjust quantities prior to purchasing to meet the needs of the school system, and shall have the sole discretion to evaluate, ascertain, and determine whether any item proposed or offered by any bidder is in fact an equivalent or better for any item listed below. It is the vendor’s responsibility and obligation to provide documentation and other evidence that alternative equipment is functionally equivalent or better. Failure to show equal functionality may result in the disqualification of the bid.

Minimum Eligibility Requirements

Eligible firms shall be those considered to be in the top 10 in the area of network switching or equivalent in technology position as HP/Aruba, Cisco, and Juniper. The company should be considered listed as part of Gartner magic quadrant evaluation of top tier Network Companies.

It shall be the responsibility of the selected vendor/contractor to provide the configuration and system quantities to all locations stated herein. The intentional or accidental omission of necessary component(s) or system(s) shall require the selected vendor/contractor to supply said missing component(s) or system(s) at

no cost to the District. The District's draft associated with this RFP is not responsible for any omission, failure to detect any requirement, or any other condition required to complete the Scope of Work.

All licensing should be bundled with switches and cost not identified separately. Any ongoing subscription pricing must be listed separate.

Licenses, software, and basic maintenance for the adequate performance of eligible components should be included in proposal.

A manufacturer's three year warranty provided as an integral part of an eligible component without separately identifiable cost.

Note: At any time if any network wiring should have to be performed for any reason it MUST adhere to standard structure cabling requirements (termination in a patch panel) and requirements of the Hamblen County Department of Education's Technology Department. Any deviation from these standards must have prior approval from the school system's Senior Network Administrator or the Supervisor of Instructional Technology. Failure to follow the standard will require the vendor to address and fix any deficiency at the cost of the vendor.

Current School Configurations

Alpha Intermediate

MDF

Item		Counts	Port Count
Switches		5	240
SFP+ Modules		2	
Stacked	Yes		
10G fiber	Yes		

Alpha Primary

MDF

RFP IT20.13.01.3

Item		Counts	Port Count
Switches		5	240
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

Fairview-Marguerite Elementary

MDF

Item		Counts	Port Count
Switches		4	192
SFP+ Modules		4	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF B

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		1	
Stacked	No		
10G fiber	Yes		

IDF C

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		2	
Stacked	No		
10G fiber	Yes		

Hillcrest Elementary

MDF

Item		Counts	Port Count
Switches		4	192
SFP+ Modules		3	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF B

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		1	

Stacked	Yes		
10G fiber	Yes		

IDF C

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		1	
Stacked	No		
10G fiber	Yes		

John Hay Elementary

MDF

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		3	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		2	
Stacked	Yes		
10G fiber	Yes		

IDF B

Item		Counts	Port Count
Switches		1	48

SFP+ Modules		1	
Stacked	No		
10G fiber	Yes		

Lincoln Heights Elementary

MDF

Item		Counts	Port Count
Switches		5	240
SFP+ Modules		3	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF B

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		0	
Stacked	No		
10G fiber	No		

IDF C

RFP IT20.13.01.3

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		2	
Stacked	No		
10G fiber	Yes		

Manley Intermediate

MDF

Item		Counts	Port Count
Switches		4	192
SFP+ Modules		3	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		2	
Stacked	Yes		
10G fiber	Yes		

Manley Primary

MDF

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		2	

Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		2	
Stacked	Yes		
10G fiber	Yes		

Miller Boyd Alternative

MDF

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		4	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		2	
Stacked	No		
10G fiber	Yes		

IDF B

Item		Counts	Port Count
Switches		1	48

SFP+ Modules		2	
Stacked	No		
10G fiber	Yes		

Russellville Intermediate

MDF

Item		Counts	Port Count
Switches		4	192
SFP+ Modules		2	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

Russellville Primary

MDF

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		2	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

Union Heights Elementary

MDF

Item		Counts	Port Count
Switches		4	192
SFP+ Modules		2	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

West Elementary

MDF

Item		Counts	Port Count
Switches		4	192

SFP+ Modules		3	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		1	
Stacked	No		
10G fiber	Yes		

IDF B

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		2	
Stacked	Yes		
10G fiber	Yes		

IDF C

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		1	
Stacked	No		
10G fiber	Yes		

Whitesburg Elementary

MDF

Item		Counts	Port
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			Count
Switches		2	96
SFP+ Modules		4	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		1	
Stacked	No		
10G fiber	Yes		

IDF B

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		1	
Stacked	No		
10G fiber	Yes		

IDF C

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

Witt Elementary

MDF

RFP IT20.13.01.3

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		3	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF B

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

East Ridge Middle

MDF

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		6	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF B

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF C

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF D

Item		Counts	Port Count
Switches		4	192
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF E

RFP IT20.13.01.3

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		2	
Stacked	No		
10G fiber	Yes		

Lincoln Heights Middle

MDF

Item		Counts	Port Count
Switches		6	288
SFP+ Modules		4	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		4	192
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF B

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		1	
Stacked	No		
10G fiber	Yes		

IDF C

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		2	
Stacked	No		
10G fiber	Yes		

IDF D

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		2	
Stacked	Yes		
10G fiber	Yes		

Meadowview Middle

MDF

Item		Counts	Port Count
Switches		6	288
SFP+ Modules		6	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		6	288
SFP+ Modules		2	

Stacked	Yes		
10G fiber	Yes		

IDF B

Item		Counts	Port Count
Switches		4	192
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF C

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		1	
Stacked	No		
10G fiber	Yes		

IDF D

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		2	
Stacked	No		
10G fiber	Yes		

IDF E

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		0	
Stacked	No		

10G fiber	No		
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West View Middle

MDF

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		6	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF B

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF C

Item		Counts	Port Count
Switches		3	144
SFP+		1	

Modules			
Stacked	Yes		
10G fiber	Yes		

IDF D

Item		Counts	Port Count
Switches		4	192
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

MHHS West

MDF

Item		Counts	Port Count
Switches		4	192
SFP+ Modules		8	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		5	240
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF B

Item		Counts	Port Count
------	--	--------	------------

Switches		2	96
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF C

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF D

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		2	
Stacked	Yes		
10G fiber	Yes		

IDF E

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF F

Item		Counts	Port Count
Switches		1	48

SFP+ Modules		1	
Stacked	No		
10G fiber	Yes		

IDF H

Item		Counts	Port Count
Switches		4	192
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF I

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		1	
Stacked	No		
10G fiber	Yes		

IDF FA

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		3	
Stacked	Yes		
10G fiber	Yes		

MHHS East

MDF

Item		Counts	Port
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RFP IT20.13.01.3

			Count
Switches		5	240
SFP+ Modules		6	
Stacked	Yes		
10G fiber	Yes		

IDF A

Item		Counts	Port Count
Switches		4	192
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF B

Item		Counts	Port Count
Switches		4	192
SFP+ Modules		7	
Stacked	Yes		
10G fiber	Yes		

IDF C

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF D

Item		Counts	Port Count
------	--	--------	------------

Switches		3	144
SFP+ Modules		2	
Stacked	Yes		
10G fiber	Yes		

IDF E

Item		Counts	Port Count
Switches		4	192
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF F

Item		Counts	Port Count
Switches		3	144
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF G

Item		Counts	Port Count
Switches		4	192
SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF H

Item		Counts	Port Count
Switches		2	96

SFP+ Modules		1	
Stacked	Yes		
10G fiber	Yes		

IDF I

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		1	
Stacked	No		
10G fiber	Yes		

IDF J

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		1	
Stacked	No		
10G fiber	Yes		

IDF Q

Item		Counts	Port Count
Switches		1	48
SFP+ Modules		2	
Stacked	No		
10G fiber	Yes		

Helpdesk

Item		Counts	Port Count
Switches		2	96
SFP+ Modules		2	

RFP IT20.13.01.3

Stacked	Yes		
10G fiber	Yes		

- 4.2 Percentage of “discount off” from current Price List on catalog items not listed on these pages.

SECTION V VENDORS INFORMATION AND PRICING

Schedule of Events

- 5.1 The following is the required schedule of events for this project. The schedule may change the results of the responses and a final schedule will be established prior to contracting with

Event	Date
1 . Release of RFP to Bidders	December 8, 2019
2. Mandatory Bidder’s Conference at D.O.E.	N/A
3. Deadline for Proposal Submission	January 13, 2020
4. Evaluation of Responses	Beginning January 13, 2020 until completed
5. Contract Award	To be determined
6. Installation Starts	To be determined after receipt of order
7. Installation Completed	To be determined

SECTION VI MAINTENANCE, SUPPORT SERVICES, AND TRAINING

Training

- 6.1 If any training on any installed equipment is required, Vendor shall provide a minimum of one day’s training at no cost to The district. Vendor must provide a per day quote for additional days of training.

SECTION VII VENDOR QUALIFICATIONS

Omissions:

- 7.1 Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

Vendor Registration and Compliance with The Schools and Libraries Corporation:

- 7.2 The Vendor must provide proof of registration with the Schools and Libraries Division (SLD) a division of the Federal Communications Commission (FCC), for reimbursement under E-Rate guidelines and maintain a Green Light status with the FCC. If The Vendor fails to file the appropriate forms with the SLD or fails to receive an SLD Vendor Number or fails to remain in good standing with FCC, the Hamblen County Department of Education is not responsible for the discounted portion of The Vendor's bill. The Vendor must generate an invoice for the USF portion of the bill in accordance with SLD regulations. Vendor is responsible for supplying SLD SPIN number with RFP.

Price Quotations:

- 7.3 Price quotations are to include the furnishing of all materials, equipment, maintenance and training manual, tools, and the provision of all labor and services necessary or proper for the completion of the work.

In event E-Rate funding is not approved by the SLD any/all contracts or agreements shall be null and void.

SECTION VIII RESPONSE TO BID

Warranty:

- 8.1 Vendor must provide confirmation of the Support Warranty.
Vendor may state any additional vendor-supplied warranty.

Spin Number:

- 8.2 Contractor must provide valid Service Provider Identification Number (SPIN) issued from the Schools and Libraries Division of the Universal Services Administrative Company.

SECTION IX ADDITIONAL TERMS, CONDITIONS AND AWARD CRITERIA

Quantities:

- 9.1 The Hamblen County Department of Education does not guarantee any quantities during the term of this agreement. Much of the funding used for product procurement is sought through building projects and E-Rate

funding. Consequently, the utilization of the contract may vary significantly from fiscal year to fiscal year. The successful vendor is not guaranteed a specific amount of sales during the contract period.

Multiple Vendors:

- 9.2 The Hamblen County Department of Education reserves the right to select multiple vendors for this term bid to insure that appropriate resources will be available in the event of multiple, simultaneous large projects or the cessation of business by one or more of the vendors.



SECTION VIII VENDOR INFORMATION AND PRICING – Enterprise Network Switching & Electronics

Vendor Name _____

SPIN Number (FCC Vendor Number/Identifier) _____

Vendor Address _____

Telephone # (____) _____ - _____ FAX # (____) _____ - _____

Toll Free # (____) _____ - _____ E-mail _____

Contact Person _____

Authorizing Signature _____

HCDOE Business License Number (If Applicable) _____

(Contractors: PLEASE ENCLOSE A COPY OF LICENSE WITH BID)

State of TN Sales Tax Number (If Applicable) _____

I acknowledge the receipt of:

Addenda 1 ☐ Yes ☐ No

Addenda 2 ☐ Yes ☐ No

Addenda 3 ☐ Yes ☐ No

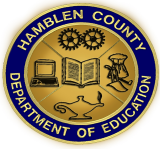
Please list all warranty information concerning length and coverage below:

Guaranteed days till delivery after receipt of order _____ Days

Percentage of Mark-Up or Discount *(Vendors shall bid one or the other)* _____ % Mark-Up

_____ % Discount

Catalog Pricing Discount *(Items not specifically mentioned in bid)* _____ % Discount



Bid Response Form – Enterprise Network Switching & Electronics

Page 1 of 10

Pricing for these services and products must be provided in the Bid Response Form provided with this RFP. The vendor's bid may include additional quote pages in the vendor's preferred format. However, all pricing must be entered in the Bid Response Form, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as "See Page XX," "Refer to Page XX," etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration.

TO: The Hamblen County Department of Education, Morristown, Tennessee,

VENDOR:

Name of Firm

Mailing Address

City, State, Zip Code

Representative's Name (Type or Print): _____

*Authorized Signature: _____

Date: _____ Telephone: (____) _____ - _____

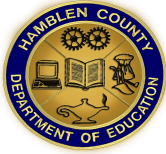
Email: _____

SPIN Number: _____

Operating as an individual corporation organization and existing under the laws of Tennessee, or a Partnership, or a joint venture consisting of,

_____.

*Signature certifies the proposed solution and services meet all requirements outlined in this document and the vendor will comply with all specified requirements unless exceptions are noted below.



Bid Response Form – Enterprise Network Switching & Electronics

Page 3 of 10

Pricing for these services and products **MUST be provided in the Bid Response Form provided with this RFP**. The vendor's bid may include additional quote pages in the vendor's preferred format. However, **all pricing must be entered in the Bid Response Form**, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as "See Page XX," "Refer to Page XX," etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration. Specifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, suppliers' itemization numbers, etc. is intended to set quality and feature standards and does not exclude bids from others as long as quality and feature standards are met.

NOTE: Placing pricing in only one column or other depending on if item is E-Rate Eligible or not.

Enterprise Network Switching & Electronics		
	E-rate Eligible	E-rate Ineligible
<i>*Please note equivalent product in space provided</i>		
JL428A Aruba 3810M 48GPOE+ 4SFP+ 680W Switchor equivalent product	\$ _____ per unit	\$ _____ per unit
JL428A ABA INCLUDED: Power Cord - U.S. localizationport or equivalent product	\$ _____ per unit	\$ _____ per unit
JL086A Aruba X372 54VDC 680W Power Supply or equivalent product	\$ _____ per unit	\$ _____ per unit

JL086A ABA INCLUDED: Power Cord - U.S. localization or equivalent product	\$_____ per unit	\$_____ per unit
JL074A Aruba 3810M 48G PoE+ 1-slot Switch or equivalent product	\$_____ per unit	\$_____ per unit
JL084A Aruba 3810M 4-port Stacking Module or equivalent product	\$_____ per unit	\$_____ per unit
JL661A Aruba 6300M 48G CL4 PoE 4SFP56 Switch or equivalent product	\$_____ per unit	\$_____ per unit
J9578A Aruba 3800/3810M 0.5m Stacking Cable or equivalent product	\$_____ per unit	\$_____ per unit
J9665A Aruba 3800/3810M 1m Stacking Cable or equivalent product	\$_____ per unit	\$_____ per unit
JL669A Aruba 6300M Fan Tray or equivalent product	\$_____ per unit	\$_____ per unit
JL087A Aruba X372 54VDC 1050W Power Supply or equivalent product	\$_____ per unit	\$_____ per unit
JL087A ABA INCLUDED: Power Cord - U.S. localization or equivalent product	\$_____ per unit	\$_____ per unit
J9150D Aruba 10G SFP+ LC SR 300m MMF Transceiver or equivalent product	\$_____ per unit	\$_____ per unit
JL487A Aruba 25G SFP28 to SFP28 0.65m DAC Cable or equivalent product	\$_____ per unit	\$_____ per unit
JL488A Aruba 25G SFP28 to SFP28 3m DAC Cable or equivalent product	\$_____ per unit	\$_____ per unit
JL001A Aruba 5412R 92GT PoE+/4SFP+ v3 zl2 Switch or equivalent product	\$_____ per unit	\$_____ per unit
J9986A INCLUDED: Aruba 24p 1000BASE-T PoE+ v3 zl2 Mod or equivalent product	\$_____ per unit	\$_____ per unit

RFP IT20-13.01.3

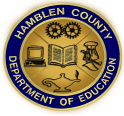
J9830B ABA INCLUDED: Power Cord - U.S. localization or equivalent product	\$_____ per unit	\$_____ per unit
J9827A Aruba 5400R z12 Management Module or equivalent product	\$_____ per unit	\$_____ per unit
J9990A INCLUDED: Aruba 20p PoE+ / 4p SFP+ v3 z12 Mod or equivalent product	\$_____ per unit	\$_____ per unit
J9830B Aruba 5400R 2750W PoE+ z12 PSU or equivalent product	\$_____ per unit	\$_____ per unit
ROM46A Aruba 50G SFP56 to SPF56 0.65m DAC Cable or equivalent product	\$_____ per unit	\$_____ per unit
ROM47A Aruba 50G SFP56 to SFP56 3m DAC Cable or equivalent product	\$_____ per unit	\$_____ per unit
JL484A Aruba 25G SFP28 LC 100m MMF Transceiver or equivalent product	\$_____ per unit	\$_____ per unit
JL485A Aruba 25G SFP28 LC eSR 400m MMF Transceiver or equivalent product	\$_____ per unit	\$_____ per unit
JL486A Aruba SFP28 LC LR 10km SMF Transceiver or equivalent product	\$_____ per unit	\$_____ per unit
JL658A Aruba 6300M and 4-port SFP+ and 4-port SFP56 Switch or equivalent product	\$_____ per unit	\$_____ per unit
JL659A Aruba 6300M 48-port HPE Smart Rate 1 /2.5/5GbE Class 6 Poe and 4-port SFP56 Switch or equivalent product	\$_____ per unit	\$_____ per unit
JL075A Aruba 3810M 16SFP+ s-slot Switch or equivalent product	\$_____ per unit	\$_____ per unit
JL081A Aruba 3810M/2930M 4 1 /2.5 /5/10GbE		

HPE Smart Rate Module or equivalent product _____	\$_____ per unit	\$_____ per unit
JL083A Aruba 3810M/2930M 4SFP+ MACsec Module or equivalent product _____	\$_____ per unit	\$_____ per unit
J9150D Aruba 10G SFP+ LV SR 300m MMF XCVR or equivalent product _____	\$_____ per unit	\$_____ per unit
J9583A HPE X410 Universal 4-Post Rack Mounting Kit – 1U	\$_____ per unit	\$_____ per unit
JL075A Aruba 3810M 16SFP+ 2-slot Switch	\$_____ per unit	\$_____ per unit
JL076A Aruba 3810M 40G 8 HPE Smart Rate PoE+ 1-slot Switch	\$_____ per unit	\$_____ per unit
JL081A Aruba 3810M/2930M 4 1 /2.5 /5 /10 GbE HPE Smart Rate Module	\$_____ per unit	\$_____ per unit
JL078A Aruba 3810M/2930M 1QSFP+ 40Gbe Module	\$_____ per unit	\$_____ per unit
JL083A Aruba 3810M/2930M 4SFP+ MACsec Module	\$_____ per unit	\$_____ per unit
JL308A Aruba 40G QSFP+ LC BiDi 150m MMF XCVR	\$_____ per unit	\$_____ per unit
J9579A HPE 3800 3m Stacking Cable	\$_____ per unit	\$_____ per unit
JL088A Aruba 3810 Switch Fan Tay	\$_____ per unit	\$_____ per unit
JL659A Aruba 6300M 48-port HPE Smart Rate 1 /2.5 / 5GbE Class 6 PoE and 4-port SFP56 Switch	\$_____ per unit	\$_____ per unit
JL489A Aruba 25G SFP28 to SFP28 5m Direct Attach Copper Cable	\$_____ per unit	\$_____ per unit
JL484A Aruba 25G SFP28 LC SR 100m MMF Transceiver	\$_____ per unit	\$_____ per unit
OPTION A: Installation Cost	\$_____ per _____	\$_____ per _____

Any Additional Costs? If yes, specify what this charge covers: <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div>	\$_____ one-time \$_____ recurring	\$_____ one-time \$_____ recurring
Maintenance Costs: <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 10px; margin-bottom: 2px;"></div>	\$_____ per _____	\$_____ per _____
Total:	\$_____ recurring	\$_____ recurring
	\$_____ one-time	\$_____ one-time
	\$_____ recurring	\$_____ recurring

Additional Costs :	E-rate Eligible	E-rate Ineligible
Specify Item: _____	\$_____ per _____	\$_____ per _____
Specify Item: _____	\$_____ per _____	\$_____ per _____
Specify Item: _____	\$_____ per _____	\$_____ per _____

Total Additional Costs	\$ _____ one-time	\$ _____ one-time
	\$ _____ recurring	\$ _____ recurring
Total Cost	\$ _____	\$ _____



Notarized Bid Compliance Form – Enterprise Network Switching & Electronics

Having carefully examined the invitation to bid documents prepared by the Hamblen County Department of Education entitled **IT20.13.01.3 Enterprise Network Switching and Electronics**, and together with such addenda, if any, as listed hereafter, the undersigned hereby proposes and agrees to provide all components as specified in the attached Proposal Schedule, these sheets being a part of the Proposal, for the total contract price shown and under the terms of the attached contract. **It is agreed that the undersigned has complied with all requirements concerning Vendor Qualifications, licensing, and with all other local, state, federal laws, and that no legal requirement has been violated in making or accepting this proposal in awarding a contract to him or in the delivery of products.** In submitting this proposal, it is understood that the right is reserved by the Customer to reject any or all proposals and waive all technicalities/informalities in connection therewith. It is also agreed that this proposal may not be withdrawn for a period of Ninety (90) days from the opening thereof.

The undersigned declares that the person or persons signing the Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the conditions and provisions thereof. In view of the terms of this Invitation to Bid, the undersigned proposes to furnish all items for a total sum of:

Signature: _____

Title: _____

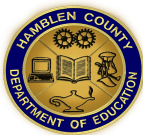
Date: _____

THIS BID MUST BE NOTARIZED Sworn and subscribed before me this

_____ day of _____ 20____

Notary Public

My commission expires: _____



**NON –COLLUSION INDEPENDENT PRICE DETERMINATION
NON-DISCRIMINATION AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, or national origin.

I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the vendor.

COMPANY NAME _____

ADDRESS _____

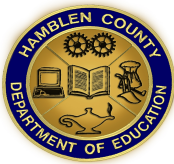
AUTHORIZED SIGNATURE _____

PRINT NAME HERE

DATE _____

Please indicate which of the following apply to your company:

- _____ African Owned
- _____ Asian Owned
- _____ Caucasian Owned
- _____ Hispanic Owned
- _____ Native American Owned
- _____ Other Owned
- _____ Woman Owned



NOTICE TO PROPOSERS

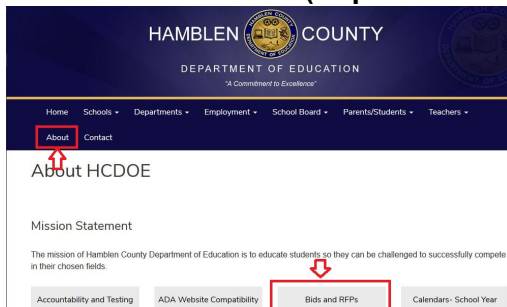
There may be one or more amendments to this proposal solicitation. If your company desires to receive copies or notices of any such amendments, you **must** provide the information requested below to Hamblen County Department of Education's Department of Instructional Technology. Please send this information to Betina Forte via fax at (423) 585-3783 or by e-mail at ForteB@hcboe.net. **The Hamblen County Department of Education will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.**

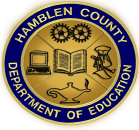
RFP number	IT20.13.01.3 Enterprise Network Switching & Electronics
Company name	_____
Mailing address	_____ _____ _____
Phone number	_____
Fax number	_____
Contact person	_____
E-mail address	_____

Send amendments by (check one): ☐ fax
☐ e-mail

E-mailed amendments will be sent in a PDF format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Hamblen County Department of Education.

Amendments also will be posted on the Hamblen County Department of Education's web site (<http://www.hcboe.net>) in a PDF format.





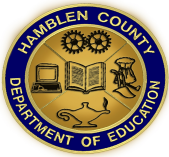
Hamblen County Department of Education Vendor Registration Form

Please send this information to Betina Forte via fax at (423) 585-3783 or by e-mail at ForteB@hcboe.net.

This form MUST BE RECEIVED by The Hamblen County Department of Education PRIOR TO BID OPENING. Do not send this form with the bid.

RFP number	IT20.13.01.3	Enterprise	Network	Switching	&
	Electronics				
Company name	<hr/>				
Mailing address	<hr/>				
	<hr/>				
	<hr/>				
Phone number	<hr/>				
Fax number	<hr/>				
Contact person	<hr/>				
E-mail address	<hr/>				
SPIN Number (FCC Vendor Number/Identifier)	<hr/>				

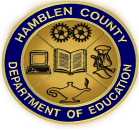
Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Hamblen County Department of Education, Department of Instructional Technology. Please fax the application to (423) 585-3783 or by e-mail at ForteB@hcboe.net at least **5 days prior** to the bid opening. **Do not send this form with the bid.**



Reference Form – Enterprise Network Switching & Electronics

Three recent references (school systems similar in size to the Hamblen County Department of Education (10,000 students, 18 schools, 23 sites including district site or larger preferred.)

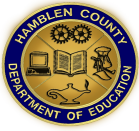
District Reference #1	
Contact	
Phone	
Address	
Scope of Services	
Email address of Contact	
District Reference #2	
Contact	
Phone	
Address	
Scope of Services	
Email address of Contact	
District Reference #3	
Contact	
Phone	
Address	
Scope of Services	
Email address of Contact	



Hamblen County Department of Education

Response Cover Sheet

Name of Respondent			
Mailing Address	City	State	Zip Code
Telephone	Fax	Web Address	
Primary Contact for Clarification		Primary Contact Email Address	
Authorized Signatory		Authorized Signatory Email Address	
Respondents DUNS No.			



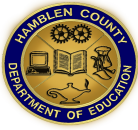
Hamblen County Department of Education

Bid Response Label

DELIVER BIDS TO:

**Hamblen County Dept. of Education
Technology Department
210 East Morris Blvd.
Morristown, TN 37813
IT20.13.01.3 Enterprise Switching & Electronics
Opening Date: January 13, 2020**

**CONTRACTORS LICENSE NUMBER AND EXPIRATION DATE OF LICENSE
& EXPIRATION DATE (If applicable):**



Iran Divestment Act Certification Form – Enterprise Switching & Electronics

This certification must be completed by each bidder in order to be considered.

I understand that under the Iran Divestment Act, T.C.A. 12-12-101-12-12-113, political subdivisions in Tennessee are prohibited from entering into any procurement or contract over \$1,000 with a person who engages in investment activities in Iran. The state's chief procurement officer, as required by T.C.A. 12-12-106, has created a list of persons who engage in investment activities in Iran. Any person who is on the list is ineligible to contract with any political subdivision of the State of Tennessee, and any such contract will be considered void *ad initio* under T.C.A. 12-12-110. The list is published on the Tennessee Department of General Services website at:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

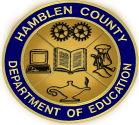
CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. 12-12-106.

Bidder Name

Bidder Signature

Date of Certification



SERVICE PROVIDER ASSURANCE FORM – Enterprise Switching & Electronics

Service Provider agrees to provide:

Installation and Testing

Service Provider will unbox, deliver, install, configure, and test all equipment based on the school's installation schedule.

Signature _____ (enter "NA" if not applicable)

Administrator Training

Service Provider will provide training to the school's network administrator(s) relative to the network operations of the new equipment and network software. Training will not cover end-user devices.

Signature _____ (enter "NA" if not applicable)

Asset Tagging and Inventory

Service Provider will tag all equipment with appropriate school and E-rate identification information and provide a digital and paper inventory.

Signature _____ (enter "NA" if not applicable)

Walk-through and Acceptance

After all of the services above have been provided, a Service Provider project manager will conduct a walk-through with a school representative. At that time, project documentation will be given to the school. Documentation will include: digital and paper inventory; installation and testing data; as-built drawings; product documentation and warranty information; and Service Provider contact information. When all elements are provided, the school representative will sign an Acceptance Page.

Signature _____ (enter "NA" if not applicable)

Service Provider agrees to the following:

Contingent upon Funding – This proposal/contract will be contingent upon approved E-rate funding. The does not bind the district to the project if SLD or matching funds are not appropriated.

Project Scaling – Service Provider understands that the district may not have access to required funds and may need to scale back the project to meet budgetary needs.

Portion Billing – If implementation occurs after E-rate approval, the school will be billed only for the school’s USAC portion of charges.

Lowest Corresponding Price – The service provider will offer and charge the lowest price that the service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services.

Signature _____

New Factory-Sealed Equipment

All equipment shall be new, factory-sealed equipment currently available from the manufacturer; the District will not accept proposals of used, remanufactured, refurbished, “B stock,” returns, open-box, discontinued, “gray market,” or equipment in any condition other than new and factory-sealed with all original manufacturer warranties.

Signature _____

Licensing

All licensing is bundled with switches and cost not identified separately. Any ongoing subscription pricing must be listed separate.

Signature _____

Licenses, software, and basic maintenance for the adequate performance of eligible components is included in proposal.

Signature _____

Warranty

A manufacturer’s three-year warranty provided as an integral part of an eligible component without separately identifiable cost.

Signature _____