

WESTPORT BOARD OF EDUCATION
110 MYRTLE AVENUE
WESTPORT, CT 06880
203 341-1002

SPECIFICATION COVER SHEET
BID #15-025-BOE
PURCHASE OF FORTIGATE MAINTENANCE CONTRACT

PLEASE ENCLOSE TWO COPIES OF THIS SPECIFICATION COVER SHEET and TWO COPIES OF THE BID SPECIFICATIONS PRICING SHEETS WHEN RESPONDING TO THIS BID

The Westport Board of Education reserves the right to reject any and all bids, or separate parts thereof, requested herein before. When items are mentioned by a particular brand, substitution of equal quality items will be considered only if the proposed substitution is clearly stated. When a bidder fails to so identify a proposed substitution, it will be assumed that he is bidding on the exact item requested. The Westport Board of Education is exempt from the payment of Federal Excise Taxes and Connecticut Sales and Use Tax according to State Statute. Such taxes must not be included in bid prices nor added to any items specified.

INSTRUCTIONS ON BID DEADLINES AND REQUIREMENTS:

NAME OF BID: PURCHASE OF FORTIGATE MAINTENANCE CONTRACT

TYPE OF BID: Sealed Bid QUOTATION #: _____

BID CLOSURE DATE: Received Until: DATE: May 28, 2015 TIME: 10:15 A.M.

LOCATION TO FORWARD BIDS:	Elio Longo, Jr., Director of School Business Operations Westport Board of Education 110 Myrtle Avenue, Room 300 Westport, CT 06880
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BID SECURITY: Bid Security Required _____% Bid Security *Not* Required x

PREVAILING WAGE: Required _____ *Not* Required x

FORMS TO COMPLETE BID: **Submit two copies of the Bid Specification Sheets**

Identify Name of Bid on Envelope:

PURCHASE OF FORTIGATE MAINTENANCE CONTRACT – BID #15-025-BOE

LENGTH OF TIME PRICES WILL BE HONORED: **MUST BE 120 DAYS**

STATE ESTIMATED DELIVERY DATE: _____

STATE ESTIMATED COMPLETION DATE: _____

I have read and understand the bidding requirement of this bid specification included for my review herein:

Signature of Company Representative

Date

TYPED NAME AND TITLE: _____

COMPANY: _____

ADDRESS: _____ TOWN: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: *(Please print clearly or attach business card):* _____

**WESTPORT BOARD OF EDUCATION
Elio Longo, Jr.
Office of Director of School Business Operations
110 MYRTLE AVENUE
Westport, CT 06880
203 341-1002**

**INVITATION TO BID
BID #15-025-BOE
PURCHASE OF FORTIGATE MAINTENANCE CONTRACT**

Notice is hereby given that sealed bids on the following will be received at the Office of the Director of School Business Operations until:

May 28, 2015 10:15 A.M.

at which time they will be publicly opened and read aloud:

**BID #15-025-BOE
PURCHASE OF FORTIGATE MAINTENANCE CONTRACT**

Specifications, if not attached, may be obtained at the office of the:

**Elio Longo, Jr.
Director of School Business Operations**

The Board of Education reserves the right to reject any and all bids, or any part thereof, to waive defects in the same, or to accept any proposal it deems to be in the best interest of the Board of Education and/or the Town of Westport.

**Questions regarding this bid should be directed to Jonathan Gryak, Infrastructure Manager
at 203-341-1211**

BID SPECIFICATIONS
PURCHASE OF FORTIGATE MAINTENANCE CONTRACT
BID #15-025-BOE

Due on or before **May 28, 2015, 10:15 A.M.** at the office of

Elio Longo, Jr.
Director of School Business Operations
Westport Board of Education
110 MYRTLE AVENUE, Room 300
Westport, CT 06880

Sealed bids will be received by the office of Director of School Business Operations of the Westport Board of Education of the Town of Westport, Connecticut until 10:15 A.M. on May 28, 2015. Each bid should be clearly marked (example) "**BID #15-025-BOE – PURCHASE OF FORTIGATE MAINTENANCE CONTRACT**". Specifications, instructions and bid forms may be obtained at the above address. Faxed copies of the bid will not be accepted.

CONDITIONS FOR BIDDING

1. The Board of Education reserves the right to reject any bid if it is deemed to be in the best interests of the Town of Westport, Connecticut, Westport Board of Education and its students.
2. The Board of Education reserves the right to grant an award in total or for any part thereof for the items or services being bid. In addition, the Board of Education reserves the right to award this bid as a package in conjunction with other bids for similar services/supplies/equipment. The Board reserves the right to award with preference to State of Connecticut contract holders and/or local vendors.
3. The submission of a bid shall be conclusive evidence that the bidder has satisfied himself as to the requirements of the bid specifications and any controlling conditions which may exist.
4. Bidders may not withdraw their bid for a period of 120 days from the date of bid opening. The Board of Education and the bidder may mutually agree to extend the time limit.
5. In determining the ranking of responsible bidders, the Board of Education may consider, in addition to price, the quality, availability and type of items, the experience of the bidder, the sufficiency of the financial resources of the bidder and the reputation of the bidder for ability, integrity, judgment and performance, as well as the ability of the bidder to provide future service/supplies/equipment.
6. It is anticipated that the goods will be needed for the current school year, but the Board of Education reserves the right to cancel or alter this service because of enrollment changes, budget consideration or unforeseen circumstances which require a change.
7. All bid prices are to include the complete costs, which includes inside delivery to each school or location with installation and assembly of same, if applicable, and training, if applicable. All deliveries must be made prepaid and must be delivered to the location subsequently designated on the purchase orders at no cost over and above the bid price indicated in your bid. Deliveries must be made inside building indicated. In no case will collect shipments or sidewalk deliveries be accepted. A packing slip shall be included in each shipment. All packages must be clearly marked as to content.

8. The Board of Education of the Town of Westport supports efforts to reduce the use of illegal drugs in the workplace. In instances where responsible prospective bidders submit identical tie bids, preference shall be given to the businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Board of Education for the procurement of commodities or contractual services which are bid, a bid received from a business which has certified that it has implemented a drug-free workplace program shall be given preference in the award process. The drug-free workplace program certification is attached and is to be submitted with the bid package by the bidder along with other bid documents in order to receive preference. This policy shall become effective in accordance with the provisions of the Charter of the Town of Westport regarding bidding procedure.
9. **ALTERNATIVES:** When proposing an alternate item, indicate the Brand and Model identification on the bid specification sheets. To have alternates considered, complete specifications and submit catalogues describing the product must accompany the bid. The Westport Board of Education reserves the right to request equipment samples on specific items.
10. **SUBSTITUTIONS: No substitutions**

The Westport Board of Education reserves the right to request equipment samples on specific items.
11. **FORM AND STYLE OF BID:** All blanks on the Specification Form, except where otherwise requested, shall be filled in by typewriter or manually in ink and must be completely legible..
12. **WARRANTIES:** Whenever an item or service is covered by a specified product or service warranty, such warranties must be submitted with the official bid or quotation specification sheets. All such warranties shall inure to the benefit of the Board.
13. **INSURANCE REQUIREMENTS:** The successful vendor will be required to purchase from and maintain, for the life of the contract, in a company or companies with an A.M/Best rating of A- (VII) or better, such insurance as will protect the Board of Education from claims set forth below which may arise out of or result from the vendor's obligation under the Contract, whether such obligation is the vendor's or a subcontractor or any person or entity directly or indirectly employed by the successful vendor or anyone for whose acts said vendor may be liable.
14. **Workers Compensation:**
Vendor shall provide workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$ 500,000 each accident and bodily injury by disease of \$500,000.
15. **Commercial General Liability Insurance:**
Vendor shall provide commercial general liability insurance policy with an edition of 1986 or later including products and complete operations. Limits should be at least: Bodily injury and property with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.
 - The policy shall name the Westport Public Schools' as an additional insured and include ISO Form CG2010 (07/04) and CG 2037 (07/04).

- Such coverage will be provided on an occurrence basis, and will be primary, and shall not contribute in any way to any insurance or self-insured retention carried by the Board of Education.
- The policy shall contain a waiver of liability in favor of the Board of Education.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision of the contract.
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to approval by the Board of Education.

16. **Commercial Automobile Insurance:**

Vendor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage. Policy shall name the Board of Education as an additional insured.

17. **Umbrella Liability Insurance:**

Vendor shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (14) through (16). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Board of Education certificates of insurance prior to execution of the agreement by the Board of Education describing said coverage.

13. 18. **QUESTIONS:** For questions regarding the bidding procedure, contact Elio Longo, Jr., Director of School Business Operations, Assistant Superintendent for Business, at (203) 341-1001. **For questions regarding the purchase of FORTIGATE MAINTENANCE CONTRACT, contact Jonathan Gryak, Infrastructure Manager at 203-341-1211.**

NOTE: By bidding on this contract the vendor agrees that any or all past clients may be contacted by the Westport School System. The vendors bidding on this contract also agree to release and discharge by bidding on this contract for the vendor him/herself, his/her heirs executors administrators and assigns, release acquit and forever discharge the Westport School System, its Board of Education and all employees and any or all other persons, firms and corporations of and from any and all actions, causes of actions, claims or demands for damages, costs, loss of services, expenses, compensation, consequential damage or any other thing whatsoever, on account of, or in any way growing out of any former client contacted by the Westport School System to obtain an opinion regarding any work performed by your company. The above release shall also include and apply to any former client contacted.

DRUG-FREE WORKPLACE CERTIFICATE

I hereby certify that this company:

1. Has a published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and that this statement specifies the actions which will be taken against employees for violations of such prohibition.
2. Has a written policy informing employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free workplace, any available counseling, rehabilitation, and employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations.
3. Each employee engaged in providing the commodities or contractual services which are being bid was given a copy of the statements specified in paragraphs 1 and 2, above.
4. In the statement specified in paragraph 1, the employees have been notified that, as a condition of working on the commodities or contractual services which are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of "guilty" or of "nolo contendere" to any violation of any controlled substance law of the United States or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. This firm will impose a sanction on or require the satisfactory participation in a drug abuse assistance program or a rehabilitation program, if such are available in the employee's community, by any employee who is so convicted.
6. This firm will make a good faith effort to continue to maintain a drug free workplace.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Signature: _____ ***Date:*** _____

Print Name: _____

Company: _____

**Appendix A
INSURANCE PROCEDURE
Westport Public Schools
Westport, CT**

PLEASE NOTE:

RETURN THIS COMPLETED FORM WITH YOUR BID/REQUEST FOR PROPOSAL(RFP). FAILURE TO DO SO MAY RESULT IN YOUR BID/RFP BEING REJECTED.

Please take the insurance requirements of the BID/RFP to your agent/broker immediately upon receipt of the BID/RFP documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in BID/RFP. Any BID/RFP's that contain exceptions to the insurance requirements may be considered non-responsive and may be rejected.

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. BID/RFP cost reflects any additional costs relating to insurance requirements for this work.

If I am awarded this BID/RFP, I or my insurance agent shall submit all of the required insurance documentation to Westport Public Schools Business Office within ten (10) days after the date of the award of the BID/RFP.

Signature

Date

Print Vendor Name

PURCHASE OF FORTIGATE MAINTENANCE CONTRACT**Bid Opening: May 28, 2015 10:15 a.m.****BID 15-025-BOE SPECIFICATIONS****Vendor must be an authorized Fortinet reseller and include proof of authorization with bid response.****Bid prices must be held for 120 days**

Item	DESCRIPTION	Qty	Unit Price	Extended Price
1	Fortigate 8x5 Forticare Plus Fortiguard Bundle Contract, Including Fortigate 8x5 Support and UTM Updates For Fortigate Model 1000C Serial Numbers: FGT1KC3912802520 FGT1KC3912801195	2		
	TOTAL PRICE			

VENDOR NAME:
