



# **Request For Proposal**

Server Room Cooling Solution for the  
Town of Vernon

**CONTRACT # 1066-05/26/2015**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

**LEGAL NOTICE**

**TOWN OF VERNON**

**CONTRACT #1066 - 05/26/2015**

**RFP**

**Server Room Cooling Solution for the  
Town of Vernon**

**INVITATION TO BID**

The Town of Vernon, Connecticut, is seeking written responses to a Request for Proposal (“RFP”) for Server Room Cooling Solution. A firm must have a demonstrated experience in providing such services and adhere to standards and requirements of the industry typical for such service.

Copies of the RFP are available online at State of CT Department of Administrative Services website at [www.biznet.ct.gov](http://www.biznet.ct.gov); or by visiting the town’s website at [www.vernon-ct.gov/legal-notices](http://www.vernon-ct.gov/legal-notices) with reference to Contract #1066 - 05/26/2015.

All Bidders who are interested in submitting a proposal on this project must attend a required site survey to be held on Monday, May 11, 2015, at 10:00 am EST at the Annex building, located at 5 Park Place, Vernon, CT on the 2<sup>nd</sup> floor. The onsite survey will review where the equipment is to be installed.

All questions about the proposal should be directed to Robert Sigan, Director of Information Technology, by email to [rsigan@vernon-ct.gov](mailto:rsigan@vernon-ct.gov), with a cc: to Town Administrator John D. Ward at [Jward@vernon-ct.gov](mailto:Jward@vernon-ct.gov) no later than May 14, 2015. Answers to all questions will be posted by May 18, 2015 on the Town’s website under the bid section at <http://www.vernon-ct.gov/legal-notices> with Contract #1066 - 05/26/2015.

Three (3) hard copies and one (1) digital copy (on CD-R disk or USB drive) of each vendor proposal is required. All should be submitted in a sealed envelope, with “BID DOCUMENT – DO NOT OPEN – CONTRACT #1066 - 05/26/2015”, clearly marked on the outside of the envelope, to: John D. Ward, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd floor, Vernon, Connecticut 06066 by 3:00 PM on May 26, 2015; at which time proposals shall be opened and read aloud publicly. E-mailed bids will not be accepted.

The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBEs/WBEs/SBEs are encouraged to apply. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed to be in the best interest of the Town.

**Confidentiality** – If Respondent believes that any information in its proposal should be treated as confidential that material shall be clearly marked. The Town shall endeavor to protect confidential material from disclosure to non-Town employees to the extent required by State or Federal law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

John Ward  
Town Administrator

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# 1. General Provisions

## a) Scope of Services

The Town of Vernon ("Town") is now accepting proposals for the procurement and installation of a cooling system for the Town's Server Room consisting of:

- 2 Split Duct units with a minimum total cooling capacity of 7 tons
- 2 Condenser units to support the above
- Installation of the above equipment:
  - Mounting the Split Duct units inside the server room.
  - Mounting Condensers outside of the building.
  - Penetrating walls to run piping to exterior.
  - Run refrigeration piping.
  - Charge with refrigerant.
  - Follow any manufacturer recommended best practices for installation.
- Once installation has been completed, start up and verify full functionality of the units.

The intention of this Request For Proposal ("RFP") is to:

- Get the best value for the equipment specified in section 3.1.1
- Receive manufacturer provided engineering services, as well as any vendor provided engineering services (at no additional cost) associated with the equipment.

## b) Qualifications of Vendors

The Town is seeking well qualified and experienced vendors for this project. As part of the proposal please include the following:

1. Provide three (3) current or former client references relative to the projects of this scope.

## c) Proposals

The Town requires three (3) hard copies and one (1) digital copy (on CD-R disk or USB drive) of each vendor proposal. All proposal material is to be submitted to John D. Ward, Town Administrator, Town of Vernon located at 14 Park Place, Vernon, Connecticut 06066 by 3:00 PM May 26, 2015. Immediately following, all proposals received will be publicly opened and read aloud.

All questions about the proposals should be directed to Robert Sigán by email at [rsigan@vernon-ct.gov](mailto:rsigan@vernon-ct.gov); with a cc: to Town Administrator John D. Ward at [jward@vernon-ct.gov](mailto:jward@vernon-ct.gov) no later than May 14 2015. Answers to all received questions will be posted on the Town's website under the bid section by May 18, 2015. All proposals must include the signature of a duly authorized officer or agent of the organization submitting the proposal.

## d) Contract

This RFP is not a contract and, alone, shall not be interpreted as such. This RFP only serves as the instrument through which proposals are solicited. The Town reserves the right to make contract awards to the vendor or vendors whose proposal or components of the proposal is, in the opinion of the Town, best suited for use and the best value for the amount expended. The Town will not necessarily be bound by the lowest bid. Quality, value, and performance of the system shall be considered at all times and the Town shall be the sole judge of such.

**e) Proprietary Information**

The Town recognizes that in responding to this RFP, vendors may submit proprietary information. To the extent allowed by law, the Town will keep confidential such proprietary information provided that the conditions as described in the following paragraph are met.

Proprietary information is submitted separately and must be clearly identified as containing proprietary information. Reference to the proprietary information must be clearly made in the proposal, and conversely the section in the proprietary information packet shall be clearly labeled as to the location in the proposal that it references. Labeling a complete proposal proprietary, that is general in nature, may be cause for rejection of the proposal.

**f) Taxes**

The Town is tax exempt and will provide appropriate documentation if needed.

**g) Additional Information, Pricing, and Negotiation**

The price of the equipment in this proposal shall be itemized. Any and all manufacturer provided engineering services offered shall be inclusive. If price excludes certain fees/charges, either recurring or nonrecurring, vendors must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.

In the event that information or pricing submitted by the vendor is unclear, the Town may request further explanation and/or pricing breakdowns from the vendor for the purpose of evaluation and decision making. The vendor shall answer requests for additional information or clarification in writing, and these responses will become part of the vendor’s proposal. Vendors failing to provide adequate information on any issue in a timely manner to allow a comprehensive evaluation by the Town shall be considered unresponsive, and their proposal may be subject to rejection.

**2. Mandatory Requirements**

**a) Town Policies**

Proposals must meet all requirements of applicable Town policies.

**b) Added Value**

Proposals shall include any added value services provided under a separate section labeled “Added Value”. Added value may include manufacturer provided engineering services, as well as any vendor provided engineering services (at no additional cost).

**c) Onsite Survey**

All Bidders who are interested in submitting a proposal on this project must attend a required site survey to be held on Monday, May 11, 2015, at 10:00 am EST at the Annex building, located at 5 Park Place, Vernon, CT on the 2<sup>nd</sup> floor. The onsite survey will review where the equipment is to be installed.

**3. Product and/or Service Specifications**

**1.0 Technical Requirements**

**1.1 Equipment:** All equipment provided shall be factory new and not “refurbished”. Equipment

requirements are as follows:

- Must be able to maintain a temperature of 68°, with a variance of no more than 5°.
  - Room Specs: Approx 466 square ft., heat load is expected to be a maximum of 91000 BTU.
- Upon failure of a single unit, the remaining unit should be able to maintain the required temperature in conjunction with the current 5-ton cooling unit (which will be used for backup only).

## **2.0 Support**

**2.1 Inquiries:** All inquiries to sales or general administration shall receive a response from the vendor within one (1) business day.

**2.2 Additional Agreements:** Additional agreements shall not be allowed. The contract award and corresponding Purchase Order (PO) shall be the only documentation allowed for the purchase of equipment. The PO shall reference this contract and shall not deviate from the goods and services offered under the resulting contract award. Such documents shall be null and void. Any document utilized other than the contract award and corresponding PO(s) shall be invalid and all liability shall be the responsibility of the vendor. Any equipment delivered and installed under any of these null and void circumstances shall be removed immediately by the vendor and at the expense of the vendor.

**2.3 Discounted Pricing:** The discount, as awarded in the resulting contract, shall be a minimum discount and shall remain firm for the entire contract period. Additional discounts may be negotiated with the vendor as appropriate. Vendors shall make the Town aware of any Manufacturer's promotions and discounts being offered as they apply to the resulting contract award. Price decreases shall become immediately effective on the date specified in the Manufacturer's printed notice of change. Price decreases shall also include promotional pricing, and the Town shall receive the lower of the promotional pricing, and the negotiated contract discount price. The vendor shall bill the Town at the reduced prices for all deliveries made on and after the date of the manufacturer's price reduction. The vendor shall also promptly provide the Town with a letter of notice concerning the decrease in price of equipment.

## **3. Terms and Conditions**

### **a) Proposal Withdrawal**

No proposal can be withdrawn after it is filed unless the vendor makes a request in writing to the Town Administrator, John D. Ward, 14 Park Place, Vernon, Connecticut 06066 prior to the time set for the opening of proposals.

### **b) Proposal Acceptance**

The Proposals must remain valid for a period not less than forty-five (45) days to allow for evaluation.

### **c) Incurring Costs**

The Town and their technical consultants accept no responsibility for any expense incurred in the proposal preparation and presentation; such expenses are to be borne exclusively by the respondent vendor.

**d) Collusion Among Vendors**

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection by the Town. Reasonable grounds for believing that a vendor is interested in more than one proposal for the work contemplated may result in rejection of all bids in which the vendor is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the vendors. Participants in such collusion may not be considered in future solicitations for the same work. Each vendor, by submitting a bid, certifies that it is not a party to any collusive action.

**e) Irregular Proposals**

Proposals may be rejected if they show omissions or irregularities of any kind. Proposals taking or noting exception to any element requested may be rejected in their entirety.

**f) Minor Irregularities**

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of the Town.

**g) Cancellation of the RFP and Rejection of Proposals**

The Town may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response, whenever this action is determined to be in their best interest. In the event of such suspension, termination or modification, the Town shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

**h) Public Information Act Notice**

Vendors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, or to contain proprietary information or trade secrets. Such information should be removed from the general portion of the proposal and submitted under separate cover. Envelopes containing confidential or proprietary information should be conspicuously marked and sealed. Vendors should provide justification why such material upon request, should not be disclosed by the Town.

**i) Vendor Investigation**

Before submitting a proposal, each vendor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the Town that the vendor will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful vendor from its obligations to comply in every detail with all the provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful vendor.

**j) Laws and Regulations**

It shall be understood and agreed that any and all articles and/or equipment furnished on this proposal shall comply fully with all Local, State and Federal laws and regulations.

**k) Acceptance of Terms and Conditions**

By submitting a response to this RFP, a vendor shall be deemed to have accepted all the terms, conditions, and requirements set forth in the RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this RFP become the property of the Town. The selected firm must meet all municipal, state and federal AA and EEO practices and requirements.

MBEs/WBEs/SBEs are encouraged to apply. The Town reserve the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed in the best interest of the Town.

**l) Non-Conflict of Interest Statement**

It is unlawful for any officer, employee or agent of the Town to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother or sister, has a financial interest, or to which any firm, corporation, association, or other organization in which he/she has a financial interest, or in which he/she is serving as an officer, director, trustee, partner, or employee, or agent. The successful bidder agrees that during the term of the contract and for twenty four (24) months following the exit conference, the successful bidder, its employees, agents, and representatives, shall not, with or without compensation, on behalf of the successful bidder, or another person, entity, or corporation, take any action in connection or receive any benefit with any specific matter, finding or recommendation associated in any way with this project, except with the express written consent of the Town .

**m) Non-Discrimination of Employment**

The Town actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, national origin or political affiliation. The vendor shall not discriminate in any manner against any employee because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, national origin or political affiliation.

**n) Order of Preference**

In any and all cases of conflict between this document and the attachments, the following order of precedence shall govern;

- a. This solicitation document
- b. Addendum(s) signed by the vendor

**o) Anti-Bribery Affidavit**

Vendors and consultants are required to be aware that any person convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or federal government, or found civilly liable under a State or federal anti-trust statute, shall be subject to disqualification from entering into a contract with the Town for the supply of materials, supplies, equipment, or services by the person.

**p) Confidentiality**

Vendor shall treat confidential all information, reports, and documents, hereafter, "data", regardless of form, that vendor receives or is provided access by the Town. Vendor shall take all precautions necessary to prevent disclosure of such data to others except upon the express written approval of the Town. Any third party to whom vendor is authorized to provide data shall be required, as a condition of receiving such data, to execute confidentiality agreement satisfactory to the Town. Vendor shall not use data for any purpose other than the performance of work contemplated under the contract. Upon the Town's request, vendor will return to the Town all copies of data. Vendor shall safeguard against disclosure to all others data in vendor's possession for a period for seven years after completion of the work and only if permitted by law.

If Respondent believes that any information in its proposal shall be treated as confidential that material shall be clearly marked. The Town shall endeavor to protect confidential material from disclosure to non-Town employees to the extent required by State or Federal Law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.