**REQUEST FOR PROPOSAL**

**for**

 **Core Switch Replacement**

Date: July 20, 2021

Bid Due: August 3, 2021 at 12:00 P.M.

Send bids to:

Dan Dundore

Accounts Payable

Central Maine Community College

1250 Turner Street

Auburn, ME 04210

ddundore@cmcc.edu

 Send inquiries to:

Lenore Charest

IT Services

Central Maine Community College

1250 Turner Street

Auburn, ME 04210

its@cmcc.edu

1. GENERAL INFORMATION

1.1 Purpose: Central Maine Community College (CMCC) is seeking bids to replace the College’s core switch, a Cisco 6509E (WS-6509E). The desired configurations start on page 5.

This Request for Proposal (RFP) states the instructions for submitting bids, the procedure and criteria by which a vendor may be selected and the contractual terms by which the College intends to govern the relationship between it and the selected vendor.

1.2 Definition of Parties: Central Maine Community College will hereinafter be referred to as the “College”. Respondents to the RFP shall be referred to as “Bidders”. The Bidder to whom the contract is awarded shall be referred to as the “Contractor”.

1.3 Scope: The selected Bidder will supply the core switching and any appropriate modules, expansion cards, optical cables, etc., to CMCC as outlined in this Request for Bid. The quantities and descriptions start on page five.

1.4 Evaluation: Award will be made to the low Bidder(s) provided that all other requirements are satisfactorily met. However, consideration will be given to the Bidder’s qualifications, references and capabilities to provide the specified service. During the evaluation process, CMCC reserves the right where it may serve the College’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions.

1.5 Communication with the College: It is the responsibility of the Bidder to inquire about any requirement of the RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The College will not be bound by oral responses to inquiries or written responses other than addenda.

1.6 Award: The College reserves the right to conduct any tests it may deem advisable and to make all evaluations. The College reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the College. The College reserves the right to waive minor irregularities. Scholarships, donations or gifts to the College will not be conside0red in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for “in-state bidders”. When the bids are either both in-state or both out-of-state, the award will be made to the bid that arrives first in Central Maine Community College’s Information Technology Office. **The College reserves the right to purchase all or only part of the proposal.**

1.7 Award Protest: Bidders may appeal the award decision by submitting written protest to Central Maine Community College’s Dean of Finance and General Services within five (5) business days of the award notice, with a copy to the successful bidder. The protest must contain a statement of the basis for the challenge.

1.8 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.

1.9 Debarment: Submission of a signed bid in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the College will be notified of any change in this status.

1.10 Bid Understanding: By submitting a bid, the Bidder agrees and assures that the specifications are adequate and the Bidder accept the terms and conditions herein. Any exceptions should be noted in your response.

1.11 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to Central Maine Community College’s Dean of Finance and General Services. Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the College. The due date of the bid may be changed if necessary to allow consideration of the protest and issuance of writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protest shall include the reason for the protest and any proposed changes to the specifications. Protest should be delivered to the Dean of Finance and General Service’s Office in sealed envelopes, clearly marked as: **Core Switch Replacement.**

1.12 Bid Validity: - **NA**

1.13 Errors: Bids may be withdrawn or amended by Bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low Bidder, the Bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.

1.14 Submission: The vendor may provide electronic copies of their proposal by emailing it to ddundore@cmcc.edu and its@cmcc.edu with “Core Switch Replacement RFP”in the subject line. Alternatively, a signed original plus one (1) copy of the bid may be sent to the Information Technology Office at Central Maine Community College, 1250 Turner Street, Auburn, Maine, 04210 in a sealed envelope by 12:00 p.m. local time by August 3, 2021. Envelope should be marked “Core Switch Replacement RFP”. Bidders are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the 12:00 p.m. deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The College assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. Bids must be dated and time stamped by the College on time to be considered. Bids received after the due date and time will not be considered. Additional time will not be granted to any single bidder; however, additional time may be granted to all vendors when the College determines that circumstances require it. Faxed bids will not be accepted.

1.15 Tax Exempt: The College is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required. The College is exempt from the payment of Maine State Sales and Uses taxes.

1.16 Bid Acceptance/Rejection: CMCC reserves the right, in its sole and absolute discretion to accept or reject, in whole or in part, any or all proposals with or without cause. CMCC further reserves the right to waive any irregularity or informality in this RFB process or any proposal, and the right to award the Contract to other than the lowest bidder. CMCC reserves the right to request additional information from any or all Bidders. CMCC reserves the right to negotiate with one or more Bidders concerning their proposals.

1. CONTRACT TERMS AND CONDITIONS

2.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Bids, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the College and the Contractor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

2.3 Contract Administration: Robert Boucher, Dean of Information Technology, shall be the College’s authorized representative in all matters pertaining to the administration of any contract(s) regarding the core switch replacement.

2.4 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine. The Contractor agrees that any litigation, action or proceeding arising out of the Contract shall be instituted in a state court located in the State of Maine.

2.5 Assignment: Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of the College.

2.6 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with college policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age disability or veteran’s status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The College encourages the employment of individuals with disabilities.

2.7 Sexual Harassment: The College is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not undermines the quality of the educational and working climate. The College thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as College policy by the Board of Trustees. Failure to comply with this policy could result in termination of this contract without advance notice. Further information regarding this policy is available from the Human Resource Office, Central Maine Community College, 1250 Turner Street, Auburn, Me 04210, (207) 755-5396.

2.8 Smoking Policy: Central Maine Community College must comply with the “Workplace Smoking Act of 1985” and MRSA title 22, 1541 et seq, “Smoking Prohibited in Public Places.” In compliance with this law, Central Maine Community College has prohibited smoking on campus. This rule must also apply to all contractors and workers that are on campus. The Contractor shall be responsible for the implementation and enforcement of this requirement.

2.9 Parking Regulations and Use of Walkways: Unregistered vehicles on the college campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by the City of Auburn police. Towing will be at the Contractor’s expense.

2.10 Payments: Payment will be upon final acceptance of product and submittal of an invoice to the College, by the Contractor on a net 30 basis unless discount terms are offered.

1. SCOPE

3.1 Central Maine Community College is accepting bids for the replacement of the College’s core switch, a Cisco 6509E (WS-6509E). Current specifications/configurations are available upon request.

The proposed quotes must include all materials, licenses, equipment and accessories required for a complete switch installation. The College’s IT staff will install the hardware with remote assistance for the installation, configuration and technical support. A spine-leaf architecture has been chosen as the preferred network architecture.

**Desired switching configuration:**

2 Spine switches with

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| --- | --- |
| 32 | QSFP28 ports. (100 GbE max density)  |
| 2 | SFP+ ports. |
| 4 | Transceiver SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach |
| 4 | Networking Cable, QSFP+ 40GbE, Active Optical Cable (No optics required), 10 Meters |
| 4 | Networking Cable, QSFP28 to QSFP28, 100GbE, Active Optical (Optics included) Cable, 10 Meter |
| 2 | Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter |
| 2 | Hot swap power supplies with cords |

2 Leaf switches with

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| --- | --- |
| Quantity | Description |
| 48 | SFP28 ports - 25GbE |
| 4 | QSFP28 ports - 100GbE  |
| 2 | QSFP28-DD ports - 100GbE  |
| 10 | Transceiver, SFP, 1000BASE-SX, 850nm Wavelength, 550m Reach  |
| 2 | Transceiver, SFP, 1000BASE-LX, 1310nm Wavelength, 10km Reach  |
| 6 | Transceiver, 25GbE, SFP28-SR, No FEC, MMF, Duplex LC  |
| 2 | Networking cable, 200GbE QSFP28-DD Passive Direct Attach Cable, No FEC, 0.5 M |
| 2 | Hot swap power supplies with cords |

3 Access switches with

|  |  |
| --- | --- |
| Quantity | Description |
| 48 | 1GB ports |
| 4 | 10G SFP+ ports |
| 2 | 100G QSFP28 ports |
| 6 | Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach |
| 2 | Hot swap power supplies with cords |

**Other core switch requirements:**

* Managed device via command line and or graphical user interface
* Switches should have dual firmware image storage capability
* Switches are to be new and not refurbished
* Layer 3 networking/ switching
* Supports layer 3 switching, VLANs, Access control lists, spanning tree support
* Supports standard routing protocols BGP, EIGRP, ECMP, OSPF, PIM-SIM, RIP, RIP-2
* Rack mountable
* Redundant hot swappable power supplies and fans
* Spine switches (32 port) should support:
	+ Switching capacity of 6.4 Tbps (full duplex)
	+ 1.5 Bpps Throughput
* Leaf switches (48 port) should support:
	+ Switching capacity of 4 Tbps (full duplex)
	+ 1.9 Bpps Throughput
* Access switches should support:
	+ 576 Gbps fabric capacity (full duplex)
	+ 800 Mbps forwarding rate

**Warranty and support:**

Three years Next Business Day Onsite Service after problem diagnosis and three years 7x24 hardware/software technical support for all switches. Please list warranty and support as a separate line item. Warranty must be provided by the manufacturer; third party warranty is not acceptable.

1. SELECTION CRITERIA

Preference will be given based on price and desired criteria/options.

5.0 VENDOR BACKGROUND

1. List your company’s legal name, address and telephone number.

Enter text here

1. How long has your company been in business?

Enter text here

1. Indicate whether your company is the manufacturer or the distributor of the proposed equipment. If you are a distributor, describe the terms of your agreement with the manufacturer and the manufacturer’s level of support.

Enter text here

1. RFP SCHEDULE

|  |  |
| --- | --- |
| **RFP Schedule** | **Date** |
| RFP issued | July 20, 2021 |
| Deadline for Questions | July 28, 2021 |
| Response to Questions | July 30, 2021 |
| RFP due back | August 3, 202112:00 PM |
| Winner selected and notified | August 4, 2021By End of Business Day |

6.1. Please submit questions by email to its@cmcc.edu. Questions will not be accepted by telephone. CMCC will make every effort to answer questions submitted by bidders to the best of our ability by the due date. We strongly encourage bidders to submit questions as early in the RFP process as possible.

6.2 Depending on the responses to the RFP, CMCC will make every effort to select and notify the winning bidder by the end of business August 4, 2021. The College reserves the right to change the RFP schedule allowing the time necessary to make the best decision for the college.

1. NOTICES TO VENDORS AND BIDDERS:

**Notice to Vendors and Bidders:**

**Standard Terms and Conditions Applicable to All MCCS Contracts**

**and MCCS Master Rider To Vendor Form Agreements**

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively “MCCS”). These terms and conditions derive from the public nature and limited resources of the MCCS. **MCCS DOES NOT AGREE TO:**

 1. Provide any defense, hold harmless or indemnity;

 2. Waive any statutory or constitutional immunity;

 3. Apply the law of a state other than Maine;

4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;

 5. Add any entity as an additional insured to MCCS policies of insurance;

6. Pay attorneys’ fees; costs, including collection costs; expenses or liquidated damages;

7. Promise confidentiality in a manner contrary to Maine’s Freedom of Access Act;

8. Permit an entity to change unilaterally any term or condition once the contract is signed;

9. Automatic renewals for term(s) greater than month-to-month;

10. Limitations on MCCS’ recovery of lawful damages incurred as a result of breach of the contract;

11. Limitation of the time period under which claims can be made or actions brought arising from the contract;

12. Vendor’s terms prevailing over MCCS’ standard terms and conditions, including addenda; and

13. Unilateral modifications to the contract by the vendor.

By submitting a response to a Request for Proposal, bid or other offer to do business with MCCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;

2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;

3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point black font on a white background and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and

4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to “trade secret” exemption from disclosure under Maine’s Freedom of Access Act; that failure to so identify will authorize MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine’s Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.

**MCCS MASTER RIDER**

**TO**

**VENDOR FORM AGREEMENTS**

Notwithstanding any term, condition, provision or section of any contract, agreement, license, schedule, specification, addendum, rider, exhibit or other document or source purporting to govern the transaction (collectively “contract”) between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for itself and any subsidiaries or affiliates (collectively “Vendor”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Community College for itself and the Maine Community College System (collectively “MCCS”), Vendor recognizes the governmental status of MCCS and agrees with MCCS to the following priority terms and conditions:

1. MCCS is not obligated to:

a. Provide confidentiality in any manner inconsistent with the Maine Freedom of Access Act (FOAA);

b. Waive any intellectual property rights; any state or federal statutory or constitutional immunity; or any limitation of liability;

c. Provide any defense, hold harmless or indemnity to Vendor; or pay attorney’s fees, legal or collection costs, or liquidated damages of any kind;

d. Use the Vendor exclusively;

e. Procure a type or amount of insurance beyond that which MCCS already maintains; waive any right of subrogation; or add any entity as an additional insured to MCCS policies of insurance;

f. Honor any automatic term renewal other than on a month-to-month basis;

g. Limit MCCS’ recovery of lawful damages incurred as a result of Vendor’s breach of the contract;

h. Limit the time period under which claims can be made or actions brought
 arising from the contract;

i. Provide precedence to Vendor’s terms over MCCS’ standard terms and conditions, including addenda; or

j. Honor any unilateral modification to the contract by Vendor.

2. The laws of the State of Maine shall govern the performance and interpretation of the contract, without regard to conflicts of laws, and the State of Maine shall be the forum for the resolution of any disputes thereon.

3. Vendor will identify at the time of contract signature which, if any, portion of Vendor’s submitted materials are entitled to “trade secret” exemption from disclosure under FOAA. Failure to so identify will authorize MCCS to conclude that no portions are so exempt. Vendor will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under FOAA some or all of Vendor’s submitted materials and/or contract, if any, executed between MCCS and Vendor.

4. Vendor and MCCS do not intend to or grant any rights to any third party. Vendor shall not change unilaterally any term or condition of the contract. Any early termination by MCCS shall not result in an MCCS obligation to pay more than a pro-rated amount.

With proper authorization, Vendor and MCCS executed this Rider on the date(s) set forth below.

**For Vendor: For MCCS:**

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Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_