

Administration & Finance

Information & Technology Service



RFP — Dell computer hardware, laptops, desktops, servers, and software
No. ITS-001-22

06/07/2021

Overview

The Boston Public Health Commission (BPHC) is the local public health department for the City of Boston. BPHC's mission is to protect, preserve, and promote the health and well-being of all Boston residents, particularly the most vulnerable.

BPHC acting through its Information Technology Services Department invites competent persons, firms, or corporations to apply for a request for proposal for the Dell Computer Hardware, laptop, Desktops, Servers, and Software to perform such work in coordination with BPHC Officials as it relates to the enclosed RFP specifications.

As part of BPHC's efforts to have an equitable procurement process, BPHC will consider and encourage unrepresentative businesses that includes Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE), Veteran-owned Business Enterprises (VBE), Service-disabled Veteran-owned Business Enterprises (SDVOBE), Disability-owned Business Enterprise (DOBE), Lesbian Gay Bisexual Transgender Business Enterprises (LGBTBE), and local businesses to apply to this RFP.

RFP Timeline

Sunday, June 6, 2021	RFB Legal Notice publication in The Boston Globe
Monday, June 7, 2021	RFB available online at www.bphc.org/RFP by 10:00AM EST
Friday, June 11, 2021	Questions due in writing by 5:00 PM EST to: Jeff Beers at email jbeers@bphc.org Subject – Dell Computer Hardware FRP
Wednesday, June 16, 2021	Responses to questions available for viewing on www.bphc.org/RFP by 5:00 PM EST
Monday, June 21, 2021	RFP due by 5:00 PM EST: Please submit all correspondence and proposals Via e-mail directly to jbeers@bphc.org and include 'RFP-Dell computer hardware, laptop, desktops, servers, and software' in the subject line NO EXCEPTIONS TO THIS DEADLINE
June 2021	Notification of Decision: Desired date to award. BPHC has the discretion to extend this time period without notice to the proposers. All proposals shall remain valid and open for a period of one hundred twenty (120) days from the proposal submission date, unless a proposer notifies BPHC of its withdrawal.

Invitation to Proposal

The Boston Public Health Commission acting by its Division of Information Technology, 1010 Massachusetts Avenue, Boston, MA hereinafter referred to the awarding authority, invites bids for:

Project title: RFP-Dell Computer Hardware, laptop, Desktops, Servers, and Software

Project location: 1010 Massachusetts Avenue, 2nd Floor, Boston, MA 02118

Number: ITS-001-22

Proposal Deadline: 6/21/2021

Boston Public Health Commission (“BPHC”) reserves the right to reject any and all qualification statements, to cancel this solicitation, and to waive any informalities or irregularities in procedure.

TABLE OF CONTENTS – REQUEST FOR PROPOSAL PACKAGE

The items below represent components which comprise this Request for Proposal (RFP) package. Proposers are asked to review the package to be sure that all applicable parts are included. It is the Proposers responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your proposal packet.

1. Table of Contents: Identifies the order in which the information appears in the document.
2. General Requirements: You should be familiar with all of the General Requirements.
3. Special Requirements/Instructions: This section provides information you must know in order to make a complete and proper proposal.
4. Specifications: This section contains the detailed description of the products/services sought by Boston Public Health Commission.
5. Attachments:
 - a. Proposal Requirement
 - b. Insurance Coverage Requirements
 - c. Financial Statements
 - d. Proposed Exceptions, Alterations, Additions, or Modifications to RFP (if any)

General Requirements

ACCESS TO RECORDS

Proposer may be required to allow duly authorized representatives of BPHC access to contracts, books, documents, and records necessary to verify the nature, extent, and cost of services provided by the Proposer.

AWARD

BPHC reserves the right to reject any and all proposals and reserves the sole right at its discretion to accept any proposal(s) it considers most favorable to the interest of BPHC and waive any and all minor irregularities in any proposal(s). BPHC further reserves the right to reject any proposal(s) and seek new proposals through the issuance of a new or amended RFP if such action is deemed in the best interest of BPHC.

OFFER COMPLETION

Completed proposal(s) must be sent to Information Technology Services of the Boston Public Health Commission, 1010 Massachusetts Avenue, 2nd floor, Boston, MA 02118. Completion of these forms is intended to verify that the proposer has submitted the proposal, is familiar with its contents, and has submitted the material in accordance with all requirements.

The submission of a response shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, quantity, and quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed.

All terms, conditions, specifications, stipulations, and supplier requirements stated in the RFP, any attached Appendices to the RFP, and any and all Addenda issued shall become part of the contract entered into between BPHC and the Proposer.

OFFER RETURNS

Proposers must return completed proposals by date stated above. Late proposals will not be accepted. It is the responsibility of the responding Proposer to assure that the response is received prior to the date/time indicated on this package.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between BPHC and the Proposer. Any price escalations are limited to those stated by the Proposer in the original proposal.

DISQUALIFICATION OF PROPOSER

Upon submitting the response to this RFP, a Proposer certifies that the proposal has not violated the antitrust laws of this state, Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if BPHC believes that collusion exists among the proposers. Proposals in which the prices are obviously unbalanced may be rejected.

EVALUATION

In evaluating the proposals submitted, BPHC will apply the "Best Value" process in selecting the Proposer to be awarded a contract for this project. Purchase price is not the only criteria that

will be used in the evaluation process. The selection process will include, but not be limited to, the following considerations:

1. The purchase price.
2. The Proposer's overall experience, reputation, expertise, stability, and financial responsibility.
3. The quality and range of goods and/or services the firm proposes to provide.
4. The extent to which the goods and/or services meet BPHC needs.
5. The Proposer's past relationship with BPHC.
6. The ability to provide service in a reliable, expedient, and efficient manner.
7. The total long-term cost to BPHC to acquire the Proposer's goods or services.
8. The Proposer is a Certified Underrepresented Business Enterprises (CUBEs)
9. Any other relevant factor(s) specifically listed in the request for proposals.

All proposals must be valid for a minimum period of one hundred-twenty (120) days from the due date of this RFP. Proposers shall furnish in a timely manner to BPHC such additional information as BPHC may reasonably require.

BPHC reserves the right to contact references from the Proposer's client list, or any other persons considered relevant by BPHC.

All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Contract prices and terms are to remain firm through project completion. The Proposer shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered.

DOCUMENT INTERPRETATION

In the event of any conflict of interpretation of any part of this overall document, the interpretation of BPHC shall govern consistent with the laws of the Commonwealth of Massachusetts. Wherever the term "Proposer" is used throughout the RFP, it includes the Proposer's agents, employees, directors and/or assigns even if not specifically delineated.

HOLD HARMLESS AGREEMENT

The successful Proposer(s), its agents, employees (paid or volunteer), directors and/or assigns shall indemnify, hold harmless, and defend BPHC, its directors, officers, and employees (paid or volunteer) from and against any and all claims, demands, causes of action of whatever kind or nature arising out of error, omission, misrepresentation, negligent act, conduct or misconduct of the Proposer and its agents, employees (paid or volunteer), directors and/or assigns in the provision of goods or the performance of services arising out of the preparation of this proposal and execution and performance of any contracts resulting there from. Such indemnification shall also include reasonable attorneys' fees, court costs, and expenses.

INSPECTIONS

BPHC reserves the right to inspect any item(s) or service location for compliance with specifications, requirements, and the needs of BPHC. If a Proposer cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, BPHC can reject the proposal as inadequate.

TESTING

BPHC reserves the right to test equipment, supplies, materials and goods proposed for quality, compliance with specifications and ability to meet the needs of BPHC. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.

INVOICES AND PAYMENTS

The Proposer who is awarded the contract is required to send all invoices electronically to accountspayable@bphc.org and or to Accounts Payable 1010 Massachusetts Avenue, 2nd floor, Boston, MA 02118. Invoices shall be provided to BPHC in a timely manner. The Proposer who is awarded the contract is required to invoice BPHC within 30 days of providing goods and/or services to BPHC.

In the event BPHC is presented with invoices, statements, reports, etc. that are incomplete, or inaccurate, BPHC may be required to perform substantial research which could result in delay of payment. BPHC will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate, incomplete, or inaccurate information provided in invoices.

PRICING

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of the contract or as agreed to in terms of time frame and/or method of determining price escalations, if any by Proposer. All prices and methods of determining prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

STATE CONTRACTS

ITC73: Proposer should use the Statewide Contract IT73 for IT Hardware and Services. The duration of the contract term: February 1, 2021 – January 31, 2028. This contract covers the acquisition of Information Technology hardware, project management, integration, maintenance, and other related services. This contract replaces ITC47- IT Hardware and Services.

ITS75: Proposer should use the ITS75 multi-state Statewide Contract for software and related services, including installation, implementation, customization, training, support, and maintenance. The duration of the contract term: February 2, 2021 – June 30, 2026. This contract includes vendors that are Software Resellers, Software Publishers, and Software Implementation Services Providers. Types of software available include Commercial Off the Shelf (COTS) Software, Software as a Service (“SaaS”), Platform as a Service (“PaaS”), and Infrastructure as a Service (“IaaS”).

SUPPLEMENTAL MATERIALS

Proposers are responsible for including all pertinent product data in the returned offer package. Literature, brochures, data sheets, specification information, completed forms requested as part of the offer package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials maybe cause to reject the entire proposal.

TAXES

BPHC is exempt from federal, state and local taxes. In the event that taxes are imposed on the goods or services purchased, BPHC will not be responsible for payment of the taxes. The Proposer awarded the contract shall absorb the taxes entirely. Certificates of exemption will be furnished upon written request to BPHC.

TERM CONTRACTS

Any contract which results from this RFP shall run for three-years period with an exclusive option of additional two-years by BPHC to renew on an annual basis. There is to be an additional 90-day transitional period added to the end of the contractual agreement which may be exercised at the option of BPHC. The contractual prices, terms and conditions are to remain in force during the transitional period.

The successful Proposer, as determined by BPHC, shall be required to execute a contract to furnish all goods and/or services and other deliverables required for successful completion of the proposed project. No Proposer shall obtain any interest or right in any award until BPHC has executed a contract, and any such interest and rights shall be subject to the terms and conditions as contained in such contract.

The successful Proposer may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof, without prior written consent from the BPHC.

QUANTITY

There is no guaranteed amount of business, expressed or implied, to be purchased or, contracted for by BPHC in the initial maximum 1 year contract term or in subsequent renewals which may or may not be negotiated and agreed to by BPHC with any proposer(s). However, the Proposer(s) awarded the contract shall furnish all required goods and/or services to BPHC at the stated price, when and if required.

CONTRACT TYPE

The preferred contract type to be awarded is a fixed fee contract. However, if a Proposer has reason to believe a better (more cost effective) method is practical, then the Proposer is encouraged to offer that better pricing option as an alternative in its submitted proposal. BPHC will consider that type of contract as it compares with other recommended contract options. The contract type providing the best value, over the longest period of time is what BPHC seeks. Proposers are required to provide BPHC with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered or rendered.

TERMINATION

BPHC reserves the right to terminate the contract without cause with 60 days prior written notice for convenience and with 30 days prior written notice for cause, if Proposer breaches any of the terms therein, including warranties of proposer or if the proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which BPHC may have in law or equity. Cause may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to BPHC's satisfaction and/or to meet all other obligations and requirements.

If the Proposer breaches any provision of the proposal stipulations, becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors, BPHC will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate any contract with 30 days prior written notice to the Proposer.

BPHC will then be relieved of all obligations, except to pay the reasonable value of the supplier's prior performance (at a cost not exceeding the contract rate). The Proposer will be liable to BPHC for all costs exceeding the contract price that BPHC incurs in completing or procuring the service as described in the proposal. BPHC's right to require strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance, or course of dealing.

TRANSITION

Once an executed contract with the Proposer terminates for any reason, BPHC reserves the right to have a period of time to transition the contracted goods and/or services provided to BPHC by the Proposer to a new provider. During this transition period, BPHC will pay for these goods and/or services to the provider at the negotiated rate(s) in existence at that time. BPHC further reserves the right to establish the length of the transition period and communicate this transition time period to the provider; however, such transition period shall not exceed 180 days.

FUNDING OUT OPTION

Any contract resulting from this RFP is contingent upon the continued availability of budget appropriations and is subject to cancellation, without penalty to BPHC, either in whole or in part, if funds are not appropriated by the BPHC Board of Directors, or otherwise not made available to BPHC. All outstanding invoices will be paid upon cancellation.

WARRANTIES

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Proposers may not limit or exclude any implied warranties.

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Boston Public Health Commission (BPHC) encourages Certified Underrepresented Business Enterprises (CUBEs) to respond to this RFP. CUBE's are identified as; Disability-owned Business Enterprise (DOBE), Lesbian Gay Bisexual Transgender-owned Enterprise (LGBTBE), Minority-owned Business Enterprise (MBE), Small Local Businesses Enterprise (SLBE), Women-owned Business Enterprise (WBE), Veteran-owned Business Enterprise (VBE).

ASSOCIATION

Proposers may not use the BPHC official logo(s), or any phrase associated with BPHC, without the written permission from BPHC.

EXCEPTIONS, ALTERATIONS, ADDITIONS AND MODIFICATIONS

If any exceptions, alterations, additions, or modifications are submitted by Proposer to any portion of this RFP, the Proposer must clearly indicate the exceptions, alterations, additions,

and modifications and include a full explanation as a separate attachment to the proposal. The failure to identify exceptions, alterations, or modifications will constitute acceptance by the proposer of the RFP as proposed by BPHC. BPHC reserves the right to reject a proposal containing exceptions, alterations, additions, or modifications.

PROPOSAL PREPARATION COSTS

All costs related to the preparation and submission of this proposal shall be paid by the Proposer. Issuance of this RFP does not commit BPHC, in any way, to pay any costs in the preparation and submission of the proposal, nor does the issuance of the RFP obligate BPHC to award a contract or purchase any goods and services stated in the RFP.

RETENTION OF PROPOSAL DOCUMENTATION

All proposal materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of BPHC.

MODIFICATION/WITHDRAWAL OF PROPOSAL

Proposals may be modified in writing at any time prior to the due date. Proposals may be withdrawn in via email, by facsimile written transmission, or in person before the response date.

Special Requirements/Instructions

EVALUATION AND AWARD

This RFP in no manner obligates BPHC to the eventual rental, lease, and purchase, etc. of any equipment or service described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of BPHC and may be terminated at any time prior to the signing of the contract. BPHC may initiate discussions with supplier personnel authorized to contractually obligate the supplier. Discussions will develop into negotiating sessions with the successful Proposer(s).

If BPHC is unable to agree to contract terms, BPHC reserves the right to terminate contract negotiations with a Proposer and initiate negotiations with another Proposer. BPHC reserves the right to select services and products from any number of Proposers if in its sole discretion it is in the best interest of BPHC to do so. Evaluation will consider the proposal(s) best meeting the needs and requirements of BPHC and such evaluation and determination of best value shall be solely at the discretion of BPHC.

Purchase price is not the only criteria that will be used in the evaluation process. Submission of a proposal implies the Proposer's acceptance of the evaluation criteria and all other terms and conditions as set forth in this RFP as well as the Proposer's recognition that subjective judgments can and will be made by those individuals evaluating proposals.

BPHC RESERVES THE RIGHT TO AWARD THE CONTRACT TO ONE PROPOSER/CONTRACTOR, OR MORE THAN ONE PROPOSER/CONTRACTOR IN ITS SOLE DISCRETION.

NON-PERFORMANCE BY PROPOSER/CONTRACTOR

Performance, before and during the contract term, will be a major consideration of current contract award, renewals, and future award considerations. Failure to perform, in any sense relative to this contract, may result in the probation and/or termination of this agreement by BPHC

on the basis of nonperformance. Nonperformance shall be determined as follows:

1. Failure to meet and maintain all qualifications required in this RFP;
2. Failure to meet required operating performance standards in the time period required and consistent with workmanlike manner. Workmanlike manner means work that is "completed in a skillful manner and is non-defective".
3. Failure to keep and maintain all required insurance coverage;
4. Failure to cure deficiencies within a reasonable amount of time as stated herein.

INSURANCE

All proposers must provide evidence of insurance or insurability.

CONFLICT OF INTEREST

The prospective proposer, its agents, employees, directors and/or assigns, shall disclose any financial, business, or other relationship with BPHC that may have an impact upon the outcome of this contract or potential future of the BPHC projects resulting from this effort. The prospective proposer, its agents, employees, directors and/or assigns shall also list current clients who may have a financial interest in the outcome of this contract or BPHC projects that will follow. In particular, the prospective proposer its agents, employees, directors and/or assigns shall disclose any financial interest or relationship with any company that might submit a bid on the BPHC projects.

NON-DISCRIMINATION

The selected proposer shall comply, and shall require its agents, employees, directors and/or assigns to comply, with all applicable federal, state, and local laws, ordinances, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis.

PUBLIC DISCLOSURE

Proposals submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by appointment by anyone requesting to do so following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between the Boston Public Health Commission and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the vendor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET" on each page for which the protection is sought. If a request is made for disclosure of such portion, the Boston Public Health Commission will notify the vendor of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the Boston Public Health Commission by the stated deadline, the Boston Public Health Commission will release the requested portions of the Proposals. By submitting a response, the vendor assents to the procedure outlined in this paragraph and shall have no claim against the Boston Public Health Commission on account of actions taken under such procedure.

Submission Instructions

Please submit your Proposal before *Monday, June 21, 2021 due by 5:00 PM EST* – Via e-mail directly to jbeers@bphc.org and include ‘RFP-Dell computer hardware, laptop, desktops, servers, and software’ in the subject line

NO EXCEPTIONS TO THIS DEADLINE, June 21 by 5:00PM