

BIDDER'S INSTRUCTIONS

For the purposes of this Document, the terms "Bid" and Proposal" have the same meaning, and the terms "Bidder, Contractor, Vendor, or Seller" are intended to mean the company or firm who is the respondent Bidder for this RFP.

General Specifications

All equipment, components, accessories, and the adapters contained therein must be fully functional, new and free of defects. The bidding of refurbished or remanufactured product is **NOT permitted**. All equipment, components, accessories, and the adapters must have the same internal components from the specified manufacturer, (**Dell, Apple**) otherwise would be rejected.

Bidders are cautioned to quote only on manufacturers' systems specifications as specified herein. Any deviation from specifications or violation of this clause will cause the rejection of your bid. The bid and all its attachments shall be written in the English language. The financial proposals in price quotations must be in US currency.

Information to be Provided by the Bidder

Bidders shall provide with their offer the following information (7 items) listed herein.

1. **Bidder Profile**: The bidder must provide a **cover letter** with a brief company history, including the company's abilities and experiences and how they intend to carry out the required performances in providing the products and services specified in the RFP. All proposals must include a copy of a valid business license and reseller certificate, if any.
2. **Price Quotation**: All bidders must provide price breakdown of the submitted quotations of all direct and indirect costs, including shipping, insurance, and any other applicable fees as CIF Destinations to the location indicated below. The cost of any omissions will be the responsibility of the bidder. Quotations must remain valid for at least sixty (60) days after the quotation date. Quotations submitted with less than sixty (60) validity will be found non-responsive and therefore shall not be considered. The college reserves the right to request an extension of validity date if a decision cannot be made within the allotted time.
3. **Technical Specification Responsiveness**: All proposals will be evaluated on technical specifications to determine conformity to the requirements. The bidder is solely responsible to deliver a fully functional solution meeting the specifications described herein. Any deviation of specifications in the proposal shall be considered as none responsive.
4. **Submittal Form**: All the bidders must furnish the information in the Submittal Form provided herein.
5. **Payment Plan-Terms**: Below are preferred payment plan, but bidders are encouraged to submit alternative payment plan and terms that would promote efficiencies in the contract performances with understanding that the proposed payment plan is open for negotiation prior to any contract awarding. If bidder would agree with the payment plan stated below, then the payments shall be processed as follows upon invoice submittals and RFP terms and conditions are met: The first payment shall be disbursed after contract

signing upon vendor invoice. Second payment shall be disbursed upon invoice with shipment confirmation in the Bill of Lading, Air Waybill, or Carrier Tracking Number. The final payment shall be disbursed upon final invoice from the vendor. The College IT Department shall provide delivery confirmation & inspection report in Receiving Report that all items received in good and functional conditions in accordance to the RFP Requirements.

30% Payment Plan: Upon Contract Signing & First Invoice

20% Payment Plan: Upon Shipment Confirmation & Second Invoice

50% Payment Plan: Upon Receiving Report & Final Invoice

6. **Warranties:** The warranty term shall be one **(1) year from the date of the last invoice.** The vendor warrants that the hardware products, equipment, and components offered to the buyer are free from defects in materials and workmanship and compatible with all standard operating systems, applications, software, peripheral, and network operating systems. The vendor agrees to repair or replace products covered under this limited warranty that are returned by the buyer to its facility. After complying with the vendor's procedure in requesting warranty services, COM-FSM will ship the products back to the vendor in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. The vendor will ship the repaired or replacement products to COM-FSM freight collect. The vendor agrees to provide reliable customer service assistance for the duration of the warranty on defects, and damage equipment.
7. **Delivery Mode & Timeline:** All bidders are encouraged to make offer on delivery modes and timeline that leads to efficiencies in the contract performances. All shipping costs to the location below and proposed timeline as estimated delivery must be clearly stated in the price quotation.

Handling & Distribution

All equipment, components, accessories, and the adapters are to be purchased under one contract to be delivered to the address. The Contractor shall properly package equipment, components, accessories, and the adapters for protection against damage or deterioration that may result from shipment, handling, storage or other cause. Risk of loss or damage to the Goods and Services shall remain with Contractor until delivery of Goods and Services to the College at the specified destination at which title to the Goods and Services and such risk pass to Buyer.

Shipping Address

<p>National Campus/IT Department College of Micronesia-FSM PO Box 159 Kolonia, Pohnpei FM. 96941 Federated States of Micronesia</p>
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Evaluation Criteria

An Ad Hoc Committee of at least three members shall evaluate to rank the submissions in order of rating from first to last in accordance with these evaluation criteria:

1. Bidder Profile	20 points
2. Price Quotation	20 points
3. Technical Specification Responsiveness	20 points
4. Submittal Form	10 points
5. Payment Plan/Term Proposal	10 points
6. Warranties	10 points
7. Delivery Mode & Timeline	10 points
Total	100 points

Any mutually agreed modifications to the supplier's proposal resulting from any purchasing approved negotiations shall be considered responsive to the RFP and be attached to the recommendation to enhance the selection processes.

Procurement Timetable Schedules

The timetable for this RFP schedule is summarized below. Note that these target dates are subject to change by the college.

Tentative Activity Schedule	Date, Time
Issuance of Request for Proposals	July 02, 2020
Proposal Submission Deadline	July 17, 2020; 5:00pm Pohnpei Time
Questions Cut Off Date	July 13, 2020; 5:00pm Pohnpei Time
Bid Opening Date	July 20, 2020
Ad Hoc Evaluation/Recommendation	July 24, 2020
Negotiation/Interview Period	July 25-30, 2020
Intent to Award Notification	July 31, 2020
Contract Awarding	August 15, 2020

Term/Conditions

The college intends to select a qualified respondent and award a contract agreement pursuant to this RFP solicitation for base contract period upon first invoice as payment request after the contract signing into effect until final delivery of goods to stated locations. All pricing shall be held without increases and **remain valid for at least sixty (60) days**. The college reserves the right to request an extension of validity date if a decision cannot be made within the allotted time. Respondents are encouraged to check pricing/quotations thoroughly and placement of proposal when responding to this RFP. Quantities indicated in the RFP are approximations. The College shall have the right to order more or less than the quantities indicated at the prices stipulated if deemed to be in its best interest. Successful respondent must maintain sales representation to insure that reliable customer services is provided in case of inquiries with respect to sales, service, and technical support and guidance. Successful respondent shall issue full credit and pay return shipping charges for any items shipped in error or received defective or

damaged. All bids are to be received and treated with the utmost discretion and confidentiality and must be appropriately stored in a secure place until the bid opening date.

Format

All bidders must ensure that all electronic documents are not editable i.e. **must be in pdf format.**

Citizen Bidder Preference

Citizen bidders who qualify to bid under the provisions of this RFP shall receive preference over noncitizen bidders in determining the award of the contract per college policy and procedures and in accordance to FSM FMR 6.2.11.

Guarantees

The vendor guarantees that its equipment and all components are designed and extensively tested to compatible with all standard operating systems, applications, software, peripheral, and network operating systems developed for Industry Standard Architecture (ISA), Peripheral Component Interconnect (PCI), and Extended Industry Standard Architecture (EISA) systems for a period of 1 year after the invoice date.

Questions & Interpretations

All inquiries must be communicated only via email as to ensure proper documentations on all communications. Any request for clarification shall be in writing via email to: Martin Mingii, Director of Procurement and Property Management Office at: procurement@comfsm.fm. Bidders must seek clarification on uncertainties in this RFP as soon as possible, but no later than cut-off date/time shown in the procurement timetable.

Indemnification

To the fullest extent permitted by law, Contractor/Vendor shall defend, indemnify and hold harmless the College of Micronesia-FSM, its agents, officers, employees, and students from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) to the extent directly arising from the acts, errors, mistakes, omissions, work or service of Contractor/Vendor, its agents, employees, or any tier of its subcontractors in the performance of this Contract.

Review Rights

The College of Micronesia-FSM reserve the right to accept or reject any or all responses to this RFP and to enter into discussion, or negotiations with one or more qualified bidders at the same time, if such action is in the best interest of the College of Micronesia-FSM.