



ADMINISTRATIVE SERVICES
PURCHASING DEPARTMENT

Request for Proposal # 1008

FOR

CLOUD BACKUP SERVICE

DATE DUE: Tuesday, January 23, 2024 on or before 2:00 P.M. EDT

SUBMIT TO:

Janet Corrinne-Harvey
Interim Director of Purchasing
Westmoreland County Community College
145 Pavilion Lane
Youngwood, PA 15697

Contact Information:

724-925-4091
corrinnej@westmoreland.edu

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1.1 GENERAL COLLEGE INFORMATION

Since its founding in 1970, Westmoreland County Community College has provided affordable, high-quality, postsecondary education to thousands of southwestern Pennsylvania residents.

Westmoreland is a comprehensive community college serving approximately 5,554 students each fall and spring semester at seven locations and online. The college encompasses the main campus and six education centers in Westmoreland, Fayette, and Indiana counties, strategically located to serve every area of the region.

The main campus is located in rural Youngwood, PA, a short distance from the New Stanton Interchange of the Pennsylvania Turnpike off of US Route 119. The 80-acre campus comprises four buildings: Student Achievement Center, Commissioners Hall, Science Innovation Center and the Business and Industry Center all of which contain general classrooms, smart classrooms and laboratories with modern equipment that provide opportunities for students to gain hands-on experiences in a variety of career fields. Founders Hall also contains the college bookstore, library, student activities center, gymnasium and fitness center, a state-recognized child day care and preschool facility and more. In addition, there are athletic fields for baseball, softball, soccer and other sporting activities.

Westmoreland's state-of-the-art Advanced Technology Center offers education and training for students and incumbent workers in advanced manufacturing. Occupying 73,500-square-feet-of-space at RIDC-Westmoreland in Mount Pleasant, the center features numerous specialized labs to enhance learning including computer-aided drafting and design, computer numerical control, electronics, energy, metallurgy and welding/virtual welding.

Complementing the credit programming are a full array of student services, including financial aid, tutoring, child daycare/preschool and career placement, and student life activities such as intercollegiate athletics, intramurals and clubs.

The college also offers a variety of continuing education courses in workforce training, professional development, health care, computer training, personal enrichment, homeland security and public safety.

Westmoreland works with government, business and community leaders to continually develop and offer innovative and educational programs to improve the lives of the constituents it serves.

A full description of the Westmoreland College experience can be found at www.westmoreland.edu.

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1.2 SCOPE OF WORK

Westmoreland County Community College is seeking proposals from qualified, experienced and responsible bidders that can provide pricing for licenses for a Barracuda cloud backup service. This service will be effective March 8, 2024 with the expiration date to be determined based off of the three and five year pricing. No product alternates will be accepted.

1.5 PROPOSAL DUE DATE

The due date of this RFP is Tuesday, January 23, 2024 on or before 2:00 p.m., EDT. One (1) original proposal and one (1) copy shall be provided electronically. **Responses must be clearly marked with the RFP number and RFP title listed in the subject line along with your company name.** The purchasing department will distribute the copies to proper personnel.

Phone or fax copies are not acceptable.

The college will not consider or examine late responses. Amended responses will not be considered unless they are received in the Purchasing Department on or before the above date and time. The official copy must contain the complete response and related materials. A duly constituted corporate official legally capable of binding the contractor must sign responses.

The college reserves the right to reject any or all proposals or any part thereof.

1.6 CALENDAR

Date	Event
Friday, January 19, 2024	RFP Issued
Monday, January 22, 2024 2:00 P.M. EDT	Questions due to Janet Corrinne-Harvey at corrinnej@westmoreland.edu
Monday, January 22, 2024 4:00 P.M. EDT	Acknowledgement / Intent to Propose
Monday, January 22, 2024 8:00 P.M. EDT	Addendum emailed (if applicable)
Tuesday, January 23, 2024 2:00 P.M. EDT	Proposals must be submitted to the Purchasing Department, Student Achievement Center via email.
Wednesday, January 24, 2024	Recommendation to the Board

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1.7 ISSUING OFFICE

This request for proposal is issued for the Westmoreland County Community College by the Purchasing Department. The issuing office is the sole point of contact for the college for this RFP. Please refer all inquiries in writing to:

Janet Corrinne-Harvey
Interim Director of Purchasing
Westmoreland County Community College
145 Pavilion Lane
Youngwood, PA 15697
Phone: 724-925-4091
corrinnej@westmoreland.edu

1.8 INSTRUCTIONS TO VENDORS

Advice: The department responsible for this RFP is the Purchasing Department located at 145 Pavilion Lane Youngwood, PA 15697. The WCCC point of contact is Janet Corrinne-Harvey, Interim Director of Purchasing, corrinnej@westmoreland.edu.

Examination of the Document: Bidders are responsible for examining the solicitation documents and any addenda issued to become informed to all conditions that might in any way affect cost or performance of any work performed. Should the bidder find discrepancies in or omissions from the solicitation documents or should their intent or meaning appear unclear, promptly report such to the College, per below. Failure to do so will be at the sole risk of the bidder.

Question Submittal Process: Questions can be sent to Janet Corrinne-Harvey, electronically at corrinnej@westmoreland.edu on or before Monday, January 22, 2024 at 2:00 P.M. EDT. All questions and answers will be published and provided to all potential vendors, by means of an Addendum to the RFP, on or before January 22, 2024.

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

Faxed or Telephone proposals **ARE NOT** acceptable. All proposals **MUST** include the Certification of Bidder form. The proposal **MUST** be submitted by the date and time of opening and **MUST** be an electronic copy of the RFP provided via email to corrinnej@westmoreland.edu.

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RFP's must be addressed to: Westmoreland County Community College, Attn: Janet Corrinne-Harvey, Director of Purchasing, 145 Pavilion Lane Youngwood, PA 15697. Proposals must be submitted via **EMAIL** with RFP #1008 Cloud Backup Service and your company name in the **SUBJECT LINE**.

RFP's not submitted in the format as instructed by this RFP may not be accepted. Addendums to your proposal, once filed, may be submitted via email.

Receipt of RFP / Late RFP: Sealed RFP's shall be received and remain unopened until the time indicated in this RFP. It is the sole responsibility of the vendors to ensure timely delivery of the RFP. WCCC will not be responsible for failure of service on the part of the U.S. Postal Service, courier companies, or any other form of delivery service chosen by the vendor.

RFP's received after the date and time specified shall be considered LATE, and shall not be considered for award.

Accuracy of Proposals / Withdrawal of Proposals prior to RFP Opening: Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing any time prior to the opening hour. However, no proposal may be withdrawn for a period of sixty (60) days subsequent to the opening of the RFP without the prior written approval of the Director of Purchasing or Westmoreland County Community College.

Bid Preparation Costs: The costs for developing and delivering responses to this RFP are entirely the responsibility of the bidder.

Addenda: The only method by which any requirement of this solicitation may be modified is by written addendum.

If an addendum to the proposal is document required, WCCC will email the addendum within a reasonable time prior to the due date. WCCC is not responsible if a vendor does not receive the proposal revision in time to include the information with the proposal submission. Proposals may not be considered if they do not include acknowledgement of a formal addendum. Addendums will be mailed to all vendors of record and such addendum shall be acknowledged by signing and including in your proposal submission.

Proposal Due Date: The proposal must be received on or before 2:00 p.m., EDT, on Tuesday, January 23, 2024, via email to the Purchasing Department, corrinnej@westmoreland.edu.

Cancellation of the RFP: If the College determines that it is in the College's best interest, the College reserves the right to do any of the following:

- Cancel the RFP in its entirety
- Modify the RFP, in writing, as needed
- Reject any and / or all proposals received for this RFP

Taxes: WCCC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, WCCC will not be responsible for payment of the

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taxes. The vendor shall absorb the taxes entirely. Upon request, WCCC's Tax Exemption Certificate will be furnished.

1.9 FORMAT FOR RESPONSE

Proposals must be organized in the order presented in this RFP, and include a Quotation which is based on the specifications provided by Westmoreland County Community College. Proposals not organized in the prescribed manner will be eliminated from consideration. The Vendor must respond, in order, to all of the items listed in the RFP, use the numbering system of this RFP, and be complete and comprehensive in a concise manner.

The Vendor must provide written, point-by-point narrative responses to each Proposal requirement; simply stating "agreed" or "complies" is not acceptable. Supplemental technical information, product literature and other supporting materials that further explain or demonstrate the proposed system capabilities may also be included within the proposal response.

All Vendors who provide a proposal in response to this RFP are responsible for all costs associated with preparing that proposal, answering all questions, providing the Westmoreland County Community College with requested information, and making a Vendor presentation to the Westmoreland County Community College. The Westmoreland County Community College is under no obligation to incur or reimburse any Vendor for any proposal costs.

An original, one (1) electronic copy of the proposal is required. The original copy should be so noted and signed

A. Title Page

Show the RFP subject, the name of the vendor's firm, address, telephone number, name of contact person, and date.

B. Table of Content

Clearly identify the materials by sections and page number(s).

C. Letter of Transmittal

Limit to one or two pages.

a. Briefly state the vendor's understanding of the scope of services to be provided and make a commitment to provide the services within the time period.

b. Give the names of the persons who will be authorized to make representations for the vendor, their titles, addresses, and telephone numbers.

D. Profile of the Vendor

a. Indicate the number of people in the organization and their level of experience and qualification and the percentage of their time that will be dedicated to this process. Also indicate the overall length of time in business.

b. Submit independently audited financial statements (one copy only). Such information will be considered in strict confidence.

c. Indicate any third-party firms involved with your program and state their role(s).

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E. Scope Section

Clearly describe the scope of services to be provided based upon the information in the scope section. Respond to each item listed.

F. Invoicing Procedure

- a. Describe the firm's invoicing procedures.
- b. Include documentation identifying all of the vendor's fees.

2 GENERAL TERMS AND CONDITIONS

2.1 Terms and Conditions

Applicability: These general terms and conditions will be observed in preparing the proposal to be submitted.

Purchase: After execution of the contract, purchases will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Purchasing.

Right to Cancel: WCCC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty (30) calendar day's written notice of such cancellation. Should WCCC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.

Governing Law and Venue: This contract shall be construed in and governed under and by the laws of the State of Pennsylvania. Any actions or remedies pursued by either party shall be pursued in the State and Federal Courts of Westmoreland County, Pennsylvania.

Dispute Resolution: WCCC and the contractor shall attempt to resolve any controversy or claim arising from any contractual matter by mediation. The parties will agree on a mediator and shall share in the mediation costs equally.

Costs: All costs directly or indirectly related to preparation of a response or oral presentation, if any, required to supplement and/or clarify a proposal shall be the sole responsibility of and shall be borne by the vendor.

Proprietary Information: Vendor should be aware that the contents of all submitted proposals are subject to public review and will be subject to the Pennsylvania Freedom of Information Act. All information submitted with your proposal will be considered public information unless the vendor identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." While WCCC will endeavor to maintain all submitted information deemed proprietary within WCCC, WCCC will not be liable for the release of such information.

Negotiation: WCCC reserves the right to negotiate all elements, which comprise the vendor's proposal to ensure the best possible consideration, be afforded to all concerned. WCCC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of WCCC.

Award: The successful vendor(s), as determined by WCCC, shall be required to execute a contract for the furnishing of all services and other deliverables required for successful completion of the proposed project. The vendor may not

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assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from WCCC.

Retention of Documentation: All proposal materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of WCCC.

Opening of Proposals: Proposals will be opened in a manner that avoids disclosure of the contents to competing vendors. Contents for proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the vendor submitting the proposal response will be made available to the public.

College Environment: The contractor shall be responsible for maintaining an environment in compliance with all rules, regulation, and codes covering an occupied school facility.

Tobacco Restricted: The College is a tobacco restricted campus. All individuals including students, faculty/staff, suppliers, contractors/subcontractors and visitors are prohibited from smoking in college buildings and premises. All individuals are expected to acknowledge the tobacco restricted policy and provide full compliance. Smoking will not be permitted in vehicles during traveling or standing time.

Indemnification: The vendor shall protect, indemnify and hold WCCC harmless against any liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the vendor.

Disclosure: Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

Invoicing: A copy of this document along with an original invoice must be submitted to the WCCC Accounts Payable email at apinvoice@westmoreland.edu. The purchase order number must be on the invoice.

Subcontracting: No portion of this contract may be subcontracted without prior written permission of the College. Please identify the use of a subcontractor in your RFP response.

Disclaimer: If any changes are made to this solicitation document by any party other than Westmoreland County Community College, the original document in the college's file takes precedence.

PRICING BID FORM

Name of Bidder/Company: _____

DESCRIPTION	COST	
	3 YEAR COST	5 YEAR COST
1. Barracuda 890 Premium Support Barracuda Backup Server 890 w/10 GBE Fiber NIC Premium Support BAR-BS-474877 Premium Support	\$	\$
2. Barracuda 890 IR Barracuda Backup Server 890 w/10 GBE Fiber NIC Premium Support BAR-BS-474877 Instant Replacement	\$	\$
3. Barracuda 890 EU Barracuda Backup Server 890 w/10 GBE Fiber NIC Premium Support BAR-BS-474877 Energizer Updates for 890	\$	\$
4. Barracuda 890 Cloud Storage Barracuda Backup Server 890 w/10 GBE Fiber NIC Premium Support BAR-BS-474877 Unlimited Cloud Storage	\$	\$
5. Any additional costs not identified in the RFP (provide detailed description in response):	\$	\$
Applicable Discount	\$	\$
TOTAL ONE-TIME COSTS	\$	\$

THE BOARD OF TRUSTEES RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR ANY PART THEREOF.

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REFERENCES:

All proposals must include five (5) references including educational institutions (if possible). Local Pennsylvania references are preferred. References should include company name, contact name, address, phone, fax, and email address and contact information for the specific person who is knowledgeable about the contractor's record and performance. References may be contacted for consultation and/or site visits at our discretion.

NAME _____
COMPANY _____
ADDRESS _____
CITY/STATE/ZIP _____
PHONE/FAX _____
EMAIL _____

NAME _____
COMPANY _____
ADDRESS _____
CITY/STATE/ZIP _____
PHONE/FAX _____
EMAIL _____

NAME _____
COMPANY _____
ADDRESS _____
CITY/STATE/ZIP _____
PHONE/FAX _____
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NAME _____
COMPANY _____
ADDRESS _____
CITY/STATE/ZIP _____
PHONE/FAX _____
EMAIL _____

NAME _____
COMPANY _____
ADDRESS _____
CITY/STATE/ZIP _____
PHONE/FAX _____
EMAIL _____

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ACKNOWLEDGEMENT OF RECEIPT

This Form Must be Completed and Emailed upon Receiving the Request for Proposal

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CLOUD BACKUP SERVICE

Please fill in the requested information below and return by email, as acknowledgement that you have received the Request for Proposal noted above.

Email this to Janet Corrinne-Harvey prior to: **January 22, 2024 prior to 4:00 P.M. EDT**

Email to: corrinnej@westmoreland.edu

By doing this, we will be able to provide responses to questions and notification of any addenda to the RFP.

Name of Firm: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Name: (Print) _____

Title: _____

Email address: _____

Signature: _____ Date: _____

_____ Yes, our company does have an interest in responding.

_____ No, our company does **NOT** have an interest in responding.

CERTIFICATION OF CONTRACT/BIDDER

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of Federal or State law.

NAME OF CONTRACTOR/BIDDER

SIGNATURE OF CONTRACTOR/BIDDER

TITLE

DATE

THIS FORM **MUST** BE RETURNED WITH YOUR BID TO:

Janet Corrinne-Harvey
corrinnej@westmoreland.edu
Interim Director of Purchasing
Westmoreland County Community College
145 Pavilion Lane
Youngwood, PA 15697

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INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this RFP. According to the Pennsylvania Antirigging Act, 73 P.S. § 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the RFP.
3. RFP rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the vendor with responsibilities for the preparation, approval or submission of the RFP.
4. In the case of an RFP submitted by a joint venture, each party to the venture must be identified in the RFP documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary RFP" as used in the affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to submit an affidavit with the RFP in compliance with these instructions may result in disqualification of the proposal.

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NON-COLLUSION AFFIDAVIT

Contract Name _____ Contract/Bid No. _____

State of _____ County of _____

I state that I am _____ (Name and title) of _____ (Name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the price(s) and the amount of this RFP.

I state that:

- (1) The price(s) and amount(s) of this RFP have been arrived at independently and without consultation, communication or agreement with any other contractor, vendor or potential vendor.
- (2) Neither the price(s) nor the amount(s) of this proposal, and neither the approximate price(s) nor approximate amount(s) of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from responding to this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or non-competitive proposal or other form of complementary proposal.
- (4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (5) _____ (Name of firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to submitting a proposal on any public contract, except as follows:*

I state that _____ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by **Westmoreland County Community College** in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Purchasing Agency of the true facts relating to the submission of this RFP.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____

*Note: Such a conviction of liability does not prohibit acceptance of your bid or award of a contract but may be a basis for a determination that you are not a responsible bidder. Please list any convictions or liabilities in an attached pages to this affidavit.