



REQUEST FOR PROPOSALS FOR CITY SERVER REPLACEMENT

Issued: August 2, 2016 | Due: August 26, 2016 at 1PM

I. GENERAL INSTRUCTIONS

AUTHORITY: This Request for Proposal ("RFP") of offers for professional services is issued in accordance with the City Charter and purchasing policy of the City of Gardiner, Maine ("the City").

SCOPE: The terms of this RFP apply in like force to this proposal submission process and to any subsequent contract resulting therefrom.

PAYMENT: Payments to be made by the City will be made by authorized personnel only.

COLLUSIVE BIDDING: The contractor's signature on a submitted proposal is a guarantee by the contractor that the prices quoted have been arrived at without collusion with other eligible contractors or any other persons or entities in a manner that has the effect, or potential effect, of precluding the City from obtaining the lowest possible competitive price. A proposal shall be signed by the person or persons legally authorized to bind a contractor to a contract.

SPECIFICATIONS: Contractors must submit a proposal in accordance with the terms and conditions and the scope of services set forth in this RFP.

INVESTIGATION: Contractors submitting bids shall make all investigations necessary to inform themselves regarding the services(s) requested and to be performed under this RFP and any resulting contract(s). By submitting a proposal, a contractor represents that it has read and fully understands this RFP and any addenda.

CLARIFICATION OF RFP: Contractors who request a clarification of the RFP requirements must submit questions in writing to Anne Davis, Director of Library and Information Services in the manner and by the deadline specified in Section III.A. of this RFP, or present them orally at a scheduled pre-submission conference, if one has been scheduled. All written questions must be received by the City no later than the date or time stated herein. The City or its authorized staff and committees will issue a response in the form of an addendum to the RFP if a substantive clarification is necessary. Oral instructions or information concerning this RFP provided by the City or its employees and agents to prospective contractors shall not bind the City or its committees.

ADDENDA: Any change to this RFP shall be made by written addendum issued no later than August 18, 2016. The City is not responsible for any explanation, clarification, response or approval made or given in any manner except by authorized addendum.

PROPOSAL SUBMISSION: All proposals submitted in response to this RFP shall be filed with the City in person, by email (adavis@gardinermaine.com) or via mail (USPS, FedEx, UPS, etc.) at: Anne Davis, City of Gardiner, Attn: City of Gardiner server replacement RFP, 6 Church Street, Gardiner, ME 04345. **Three hard copies of the proposal must be submitted.**

ALTERNATE TERMS AND CONDITIONS: The City, at its sole discretion, may entertain alternative terms and conditions which deviate from the RFP requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the City. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are not encouraged and, unless explicitly accepted by the City, are deemed to be rejected.

INSURANCE: For City projects where the scope of work will be less than \$200,000 the following levels of insurance will be required: The successful contractor shall provide a certificate of insurance indicating (1) workers' compensation that complies with state statutes, if required; (2) general liability in an amount not less than \$250,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$500,000 where more than one person is involved in any one accident; (3) property damage insurance in an amount not less than \$500,000; and (4) all policies shall name the City as an additional insured.

For City projects where the scope of work will exceed \$200,000 the following levels of insurance will be required: The successful contractor shall provide a certificate of insurance indicating (1) workers' compensation that complies with state statutes, if required; (2) general liability in an amount not less than \$1,000,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$5,000,000 where more than one person is involved in any one accident; (3) property damage insurance in an amount not less than \$500,000; and (4) all policies shall name the City as an additional insured.

COST OF PREPARING PROPOSAL: This RFP does not commit the City to pay any costs incurred by a contractor in preparing and submitting a proposal or in making and preparing necessary investigations, studies or designs, or for procuring or contracting for services to be furnished under this RFP.

AWARD: All purchases or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. This RFP is not a commitment by the City to enter into a contract for the services requested herein with any particular entity or contractor. The City reserves the right, in its sole discretion, to withdraw this RFP at any time prior to entering into such a contract and/or to reissue the RFP at a later date, if in the City's sole estimate it is in the best interest of the City to do so. The City and its authorized staff and committees reserve the right to reject any or all proposals, wholly or in part, or to award multiple contracts in whole or in part, at its sole discretion. The City and its authorized staff and committees also reserve the right at its sole

discretion to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the contractor's competitive position. All awards will be made in a manner deemed in the best interest of the City.

LICENSES: A successful contractor that is awarded a contract under this RFP shall be responsible for obtaining any and all necessary licenses, permits and authorizations to perform work in the United States, State of Maine and the City, at no cost to the City.

CANCELLATION: The City or its authorized staff or committees reserve the right to modify, revise or cancel this RFP, without liability to any contractors at its sole discretion. The receipt and review of proposals or the completion of interviews do not obligate the City or its authorized staff or committees to award a contract.

LATE SUBMISSIONS: Proposals received after the scheduled closing time for filing may be rejected by the City and its authorized staff and committees, without liability to a contractor. Contractors assume all responsibility for the timely submission of proposals in accordance with this RFP. The City and its authorized staff and committees shall have no obligation to consider late-filed proposals.

CONFLICT OF INTEREST: A contractor submitting a proposal thereby certifies that no elected or appointed official, agent or employee of the City who has a pecuniary interest in this RFP has participated in the preparation of this RFP or contract negotiations; that the proposal is made in good faith without fraud; that the contractor is competing solely on its own behalf without connection or obligation to any undisclosed person or firm and that the contractor (including all subcontractors) is able to perform all the services specified in this RFP without any conflict of interest. A breach of this provision shall be deemed an anticipatory default under the terms of any contract issued in accordance with the RFP.

PERFORMANCE, PAYMENT AND DEFAULT: The City reserves the right to require a performance and/or payment bond from the successful contractor in a form and amount acceptable to the City, without expense to the City. In case of default of the contractor, the City may enter into a contract for services specified in this RFP from other sources and hold the contractor responsible for any excess cost and other damages caused thereby, or may trigger the coverage provisions of the bonds, at the sole discretion of the City. Contractors should price their proposals assuming a bond will be required.

PRICING: All rates and prices set forth in a proposal shall remain firm and irrevocable for at least ninety (90) calendar days following the deadline for the submission of proposals.

AUDIT REQUIREMENTS: A contractor that is awarded a contract under this RFP shall maintain such records as are required by the City in order to allow the City to fulfill its reporting requirements to the State of Maine or other agencies. A successful contractor shall allow the City or other agencies authorized by the City, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of the contract documents, for purposes of audit, for a minimum of six years.

VENUE: Any legal action or proceeding involving this RFP and any resulting contract shall be venued in a court of competent jurisdiction in Kennebec County, Maine, without regard to conflicts of law principles.

II. SCOPE OF THE REQUEST FOR PROPOSAL

A. Introduction and Background

The City is seeking proposals from qualified firms with demonstrated experience and expertise to supply hardware and software for new city servers. Proposals must reflect the exact specifications. No substitutes accepted. More details are provided for in the attachments.

The City of Gardiner is a service-center community located in Kennebec County in central Maine. Located along the scenic Kennebec River, Gardiner is home to 5,800 people and features a historic downtown, a new waterfront park, a business park located at the intersection of Maine's two major Interstate's, and beautiful Maine landscapes.

B. Scope of Work

Any entity selected by the City, or its authorized staff and committees, pursuant to this RFP will be required to enter into a not-to-exceed contract for the following services:

The City of Gardiner will purchase hardware and software per the specifications.

C. Timeline for Selection & Project Completion

- August 18, 2016: Addenda issued, if needed, by 1:00 p.m. ET (via City website only)
- August 26, 2016: Proposals due by 1:00 p.m. ET.
- August 30, 2016: Proposals reviewed; Winning vendor selected
- September 2, 2016: Winning vendor notified, contract negotiated
- September 19, 2016: Date by which project must be substantially completed
- September 23, 2016: Date by which project must be fully completed to City specifications

By submitting a response to this RFP, respondents agree to include language in the project contract that calls for payment of liquidated damages in the amount of \$100.00 per day if the project is not substantially complete by September 19, 2016 and/or fully constructed by September 23, 2016 (as determined by the City). At the City's sole option, it may trigger the liquidated damages clause in the event of a default or declare the contractor in breach, triggering payment or performance under the required bonds or payment of general compensatory damages by the contractor.

III. PROPOSAL PREPARATION AND SUBMISSION

A. RFP Clarification

Questions and requests for clarification regarding this RFP must be directed via email to the person listed. The deadline for initiating such questions and/or clarifications is August 18, 2016. Addenda will be issued, as needed, no later than August 18, 2016 solely through the City website at <http://www.gardinermaine.com>

Refer written questions to:
Anne Davis, Director of Library and Information Services

adavis@gardinermaine.com

B. Proposal Format

Proposals (three copies) must be submitted to the City at the address above and at the time and date specified in section 2.C. Proposals must include the price sheet contained within this bid package. It is the proposer's responsibility to ensure that proposals are received prior to the specified closing date and time. Proposals received after the specified closing date and/or time may not be considered. The City shall not be responsible for the proper identification and handling of any proposals submitted.

By submitting a proposal, a proposer is accepting the General Instructions of the RFP (reference page 1 of the RFP).

D. Required Proposal Content

The proposal must include the following information supporting the respondent's expertise in providing the required services:

1. Company representatives and contact information, including the name(s) of the person(s) authorized to represent the company in any negotiations; name(s) of the person(s) authorized to sign any contract that may result; contact person's name, mailing or street address; telephone and facsimile numbers; and e-mail address(es).
2. The name(s) and resume(s) of the company's representative(s), both primary and backup, who will be responsible for providing any aspect of the requested services.
3. The name and resume of any clerk of the works or other company representative who you expect to be on the job site when work is in progress and to whom questions or concerns about the project can be addressed as they arise.
4. Company history and experience in providing the requested services, as described in the scope of work.
5. Evidence of a history of successful completion of similar projects, on time and within budget, including two (2) or three (3) examples of similar efforts, to include contact names and information. **Please also include photographs.**
6. A maximum fee that covers the complete scope of the project and all tasks. The maximum fee shall indicate (a) the estimated hours, (b) the hourly rate, (c) the total cost of all materials, and (d) the total that will not be exceeded to complete the Scope of Work tasks. **In addition, respondent must include a completed price sheet.**
7. Proposed construction schedule, including start date and end date.
8. Proof of insurance at levels required by this RFP.

9. The proposal must be signed by the person submitting the proposal or a duly authorized representative of the firm submitting the proposal. The signature shall include the title of the individual signing the proposal.

IV. EVALUATION AND ASSESSMENT OF PROPOSAL

The City will evaluate and rank the written proposals. The following qualifications and standards are examples of anticipated considerations:

Scope of Proposal: Does the proposal show an understanding of the project objective?

Assigned Personnel: Do the people who will work on the project have the necessary skills? Are sufficient skilled people assigned to the project?

Availability: Can the work be completed in the timeframe required? Can targeted start and completion dates be met? Are other qualified personnel available, if required, to assist in meeting the project schedule? Is the project team available to attend meetings as required by the Scope of Work?

Cost and Work Hours: Are the work hours reasonable for the effort required in each project task or phase? Can the work be completed within the anticipated budget? Is the total not-to-exceed budget reasonable?

Capability and Experience: Does the respondent have the support capabilities, including personnel and equipment, and the financial viability to complete the project? Has the respondent successfully completed previous projects of this type and scope?

The City may in its sole discretion, also consider additional factors or modify the criteria set forth above.

V. PROPOSAL ACCEPTANCE

All proposals shall remain firm, irrevocable and subject to acceptance for at least 90 calendar days after the submission deadline. Any contractor whose proposal is selected will be expected to sign a contract with the City.

The City reserves the right to reject any or all of the proposals and to waive any deviations or irregularities at its sole discretion. Any proposals received after the submission deadline may be rejected.

UNIFORM PRICING SHEET – Replacement of City servers

***** All respondents must include a completed copy of this sheet with their responses *****

Although you may provide additional details within your response to this RFP, please complete the information below in aggregate so that the RFP review committee can ascertain your total cost for the project and any deviations you have proposed to our specifications.

COSTS

\$ _____ Total cost of materials

\$ _____ Total cost of labor

\$ _____ Total other costs (please explain: _____

\$ _____ **GRAND TOTAL COST**

DEVIATIONS FROM SPECIFICATIONS

Please highlight any deviations you are proposing from the included specs.

Name of Respondent: _____

Signature of Respondent: _____

Date: _____