



THE CITY OF GAITHERSBURG

REQUEST FOR PROPOSAL

For A Storage Area Network (SAN)

RFP # 2012-010

Issued: July 20, 2011

PROPOSALS MUST BE SUBMITTED TO

**Wes Rhodes, Procurement Officer
City of Gaithersburg
31 South Summit Avenue
Gaithersburg, Maryland 20877**

NO LATER THAN

4:00 p.m. on September 6, 2011

**CITY OF GAITHERSBURG
GAITHERSBURG, MARYLAND**

**REQUEST FOR PROPOSAL NO. 2012-010
FOR A STORAGE AREA NETWORK (SAN)**

TABLE OF CONTENTS

REQUEST FOR PROPOSAL:

ADVERTISEMENT	<i>Page 1</i>
NOTICE TO BIDDERS	<i>Page 2</i>

SECTION I - INTRODUCTION..... *Page 4*

A. GENERAL INFORMATION	<i>Page 4</i>
B. BACKGROUND	<i>Page 4</i>
C. BIDDING SCHEDULE.....	<i>Page 4</i>
D. LENGTH OF CONTRACT.....	<i>Page 4</i>
E. TERMS AND CONDITIONS	<i>Page 5</i>

SECTION II - SCOPE OF SERVICES..... *Page 14*

A. GENERAL.....	<i>Page 14</i>
B. COST OF SERVICES	<i>Page 14</i>

SECTION III - BIDDING INSTRUCTIONS..... *Page 15*

SECTION IV - PROPOSAL FORMAT INSTRUCTIONS..... *Page 16*

A. UNDERSTANDING THE CITY’S REQUIREMENTS AND ABILITY TO MEET	<i>Page 16</i>
B. APPROACH AND WORK PLAN	<i>Page 16</i>
C. MANAGEMENT PLAN AND TIMETABLE	<i>Page 17</i>
D. PROJECT TEAM QUALIFICATIONS AND EXPERIENCE	<i>Page 17</i>
E. FINANCIAL STRENGTH.....	<i>Page 18</i>

F. FIRM EXPERIENCE AND CAPABILITIES	<i>Page 18</i>
G. REFERENCES AND LITIGATION INFORMATION	<i>Page 18</i>
H. REQUIRED FORMS AND CERTIFICATIONS.....	<i>Page 19</i>
I. COST PROPOSAL.....	<i>Page 19</i>

SECTION V - SELECTION OF CONTRACTOR..... *Page 20*

A. APPROVING AUTHORITY	<i>Page 20</i>
B. SELECTION COMMITTEE.....	<i>Page 20</i>
C. BASIS FOR AWARD	<i>Page 20</i>
D. EVALUATION CRITERIA.....	<i>Page 21</i>
E. PRIME CONTRACTOR.....	<i>Page 21</i>
F. CONTRACT DEVELOPMENT	<i>Page 22</i>
G. CONTINGENCY OF THE CONTRACT AWARD	<i>Page 22</i>
H. STANDARD CONTRACT FOR SERVICES.....	<i>Page 22</i>
I. TYPE OF CONTRACT.....	<i>Page 23</i>
J. ACCEPTANCE, INVOICING, AND PAYMENT	<i>Page 23</i>

ATTACHMENTS

A. PROJECT SCOPE AND REQUIREMENTS	<i>Page 24</i>
---	----------------

REQUEST FOR PROPOSAL
RFP 2012-010

Date: July 20, 2011

The City requires a Storage Area Network device(s) to be deployed at their main data center in City Hall. The device(s) will be comprised of a primary unit or set of units in City Hall and a replication partner(s) that will be located at the City's disaster recovery location.

Proposal and all completed bid forms must be submitted no later than 4:00 PM, September 6, 2011 to Wes Rhodes, Procurement Officer, 31 S. Summit Avenue, Gaithersburg, MD 20877. The City will not accept proposals sent via facsimile or e-mail. Faxed or e-mailed proposals will be rejected without consideration.

A pre-bid conference call will be held August 5, 2011 at 2:00 pm EST. To register for the conference call please contact Guy Goodenough at (301) 258-6325 or via email to ggoodenough@gaithersburgmd.gov.

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

Individuals with disabilities who wish to receive the information in this document in another form may contact the City of Gaithersburg's ADA Coordinator, Margaret Daily at 301-258-6310.

Full RFP details can be found online at <http://www.gaithersburgmd.gov/bids>. Questions regarding this solicitation should be directed to Guy Goodenough at 301-258-6325 or via email to ggoodenough@gaithersburgmd.gov.

NOTICE TO BIDDERS

This is a solicitation for proposals only. It is not a contract. The City of Gaithersburg, hereinafter referred to as the “City,” will assume no obligation to pay or reimburse any person or firm responding to this solicitation for any costs, fees or expenses incurred in preparation of a response to this Request For Proposal, or for any meetings or travel costs related to such response. The City is under no obligation to any responding party until a contract is executed for the below described services.

Companies not incorporated in the State of Maryland must be in compliance with the **State of Maryland Code of Regulations Title 21, State Procurement Regulations**, in order to enter into a contract with the City. “Pursuant to 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.”

Bidders must supply with their bids their **US Treasury Department Employers’ Identification Number** as such number is shown on their Employer’s Quarterly Federal Tax Return (US Treasury Department Form No. 941). This number shall be inserted on the **RFP Submission Form** in the space provided.

Bidders must be qualified to bid in the State in accordance with the **State Finance and Procurement Article of the Annotated Code of Maryland**. Bidders are on notice that, under **Section 16-202(a) of the State Finance and Procurement Article of the Annotated Code of Maryland**, a person is debarred by operation of law from entering into a contract with a public body if the person has been convicted under the laws of the State for bribery, attempted bribery, or conspiracy to bribe, committed in furtherance of obtaining a contract with a public body.

Bidders are further hereby on notice that, under **Section 16-202(b) of the State Finance and Procurement Article of the Annotated Code of Maryland**, a person *may* be debarred from entering into a contract with a public body, if the person: 1) has been convicted under the laws of the State for bribery, attempted bribery, or conspiracy to bribe, committed other than in furtherance of obtaining a contract with any public body; 2) has been convicted under the laws of another state or of the United States for bribery, attempted bribery, or conspiracy to bribe; or 3) during the course of an official investigation or other proceeding has admitted, in writing or under oath, acts or omissions that would constitute bribery, attempted bribery, or conspiracy to bribe, under the laws of the State, another state or the United States.

Bidders are also hereby on notice that, under **Section 16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland** bidders may be debarred from entering into a contract with the City if the person, an officer, partner, controlling stockholder or principal of the bidder, or any other person substantially involved in the bidder’s contracting activities has: (1) been convicted under the laws of the State, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or

private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust statute of the State, another state or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS IN PART OR FULL AND TO WAIVE ANY TECHNICALITIES OR INFORMALITIES AS MAY BEST SERVE THE INTERESTS OF THE CITY.

SECTION I - INTRODUCTION

A. GENERAL INFORMATION

This request solicits proposals to furnish the City of Gaithersburg with a Storage Area Network (SAN) device(s). Detailed system requirements are found in Attachment A – Project Scope and Requirements.

B. BACKGROUND

Please see Attachment A.

C. BIDDING SCHEDULE

1. Request for proposal published and issued by 5:00 PM, July 20, 2011.
2. Pre-bid conference call will be held on August 5, 2011 at 2:00 PM EST.
3. Offeror's technical questions accepted in writing until 4:00 PM EST, August 15, 2011.
4. Final addendum to RFP, if any, issued by 4:00 PM EST, August 22, 2011.
5. Proposals shall be submitted to Wes Rhodes, Procurement Officer, at 31 S. Summit Ave, Gaithersburg, MD 20877 no later than 4:00 PM EST, September 6, 2011.
6. Initial proposal evaluations will be completed approximately thirty (30) days after all proposals are submitted. This is an estimated time frame only; the City may extend this time frame in its sole and absolute discretion.
7. Offerors may be required to make additional presentations and/or submit additional material if deemed necessary by the City in order to make a final decision.

D. LENGTH OF CONTRACT

Commencement of work on the system shall occur when the contract is awarded. The system shall be completely installed and operational to the City's satisfaction within one year of contract award.

In the event that work on the system as described in Attachment A hereto is not completed within one year of work commencing the City may impose liquidated damages. The City may terminate the contract on thirty (30) days written notice to Contractor should there be a material breach of Contractor's obligations under the contract which is not cured to the City's satisfaction prior to the date of termination. The Offeror shall commit to providing the services requested at the rate submitted in the cost proposal for the term of the contract.

E. TERMS AND CONDITIONS

1. City's Right to Reject/Binding Nature of Proposal

The City reserves the right to reject any or all proposals, to waive informalities in the process, provided the informalities do not affect the price, quality, quantity or performance, and to accept or reject any item or combination of items. Each organization or individual assumes all charges, costs, claims or liability for the preparation and submission of its/his/her proposal. The City is under no obligation to pay or reimburse any organization or individual except pursuant to a written contract expressly providing for the same. The award will be to the Offeror whose proposal, in the opinion of the City, is in the best interests of the City taking into consideration all aspects of the Offeror's responses, including total net costs to the City. In the event that the Offeror to whom the award is made does not execute a contract within sixty (60) days of the notice of award, the City may give notice to such Offeror of intent to award the contract to the next most qualified Offeror, or to call for new proposals and may proceed to act accordingly.

In no event will the Selection Committee permit modifications to the amount proposed. The proposal as submitted will be considered to be the last and final offer. The proposal of the Offeror shall remain binding one-hundred eighty (180) calendar days after the date of the opening. Notwithstanding the foregoing, the City retains the right to choose to negotiate contracts when determined to be in the City's best interest, in accordance with Sec. 57 of the City Charter.

The intent of this bidding process is to select one vendor as specified in the proposal document. However, the City may elect to distribute services to different vendors if substantial cost savings and/or protection of investments or matters of convenience will accrue to the City as a result. The City may also reduce its requirements. The proposal form indicates anticipated volume of required services and although this is the City's best estimate of volume, the City is in no way guaranteeing these as minimum or maximum volumes.

2. Accurate Information, Accounting System, and Audit

The Offeror certifies that all information the Offeror has provided or will provide to the City is true and correct and can be relied upon by the City in awarding, modifying, making payments, or taking any other action with respect to a written agreement entered into with the Contractor pursuant to this request for proposals (hereinafter "The Agreement"). Any false or misleading information is grounds for the City to terminate an award to the Contractor or any written agreement entered into with the Contractor and such termination shall relieve the City of any direct or consequential damages or costs incurred by Contractor.

The Offeror certifies that the Offeror's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the Contractor's budgetary and

financial obligations, and is sufficient to produce reliable financial information.

The City may examine the Contractor's records to determine and verify compliance with the Agreement. The Contractor must grant the City access to these records at all reasonable times during the Agreement term and for five (5) years after final payment. If the Agreement is supported to any extent with Federal, State or County funds, the appropriate Federal, State or County authorities may also examine these records.

3. Bidder's Payment Terms

The City will reject as non-responsive a bid under this solicitation which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

4. Errors in Bids

Offerors shall thoroughly examine and be familiar with the City's specifications. The failure or omission of any Offeror to receive, examine, or understand this document shall in no way relieve any Offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph. Obvious error(s) in calculations may be corrected with the City's consent in the City's sole discretion, or may be cause to reject a bid, whether or not the City has accepted the bid.

5. Modifications, Alternate Proposals

Modifications and alternate proposals from the services required can result in the rejection of the proposal as not being responsive to this RFP. Offerors should clearly respond to the requirements of the RFP. Any alternate proposals which are offered should be clearly indicated as such.

6. Additional Services

The City reserves the right to evaluate additional or new services or equipment which may be in the best interest of the City from time to time and may negotiate the price of these services with the successful Offeror or another vendor, whichever is determined to be the most advantageous to the City. While pricing for such additional services may be requested in the RFP, the City is under no obligation to consider such information on the additional services in selecting the successful Offer unless otherwise stated.

7. Questions

Technical and contractual questions pertaining to this request for proposals shall be in writing or via email to Guy Goodenough (ggoodenough@gaithersburgmd.gov).

8. Non-discrimination Requirements

The Contractor will not discriminate against and shall take affirmative action to ensure that any employee or applicant for employment because of race, creed, color, sex or national origin, disability, marital status, presence of children, ancestry and sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

The Contractor will, in all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin, disability, marital status, the presence of children, ancestry and sexual orientation. The Contractor agrees to use clauses similar to those above in all subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of this contract, or fails to include such contract provisions in all subcontracts, as hereinabove provided, this contract may at the option of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of his investigation, that the Contractor has failed to comply with the nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

9. Conflict of Interest

In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances, a prerequisite for payment pursuant to the terms of this contract is that the Contractor shall furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent and/or employee of the City, and no member of the governing body of the City or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor and Council of the City has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the City Council of the City of Gaithersburg, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied. Offeror shall also certify under oath that that no employee or agent of Offeror is a member or employee of any agency, commission, board or corporation of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If

Offeror is unable to so certify, the details of any such relationship with the City of Gaithersburg must be disclosed. See, **RFP Submission Form**.

10. Warranty Against Use of Broker

The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees, or bonafide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City or its officials or employees or in its discretion to deduct from the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

11. Preference

Evaluation scoring advantage will be awarded to resident Offerors of the City as per the evaluation criteria in Section V-D. Provided there is a tie preference will be given first to resident Offerors of the City then to resident Offerors of the State of Maryland.

12. Changes

No alterations of variables in the terms of a contract awarded pursuant to this RFP shall be valid or binding upon the City unless made in writing and signed by the City Manager or his/her designee.

13. Assignment of Contract

It is mutually understood and agreed that, once awarded a contract pursuant to this RFP, the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of its contract or its right, title or interest therein, or its power to execute such contract, to any other person, vendor or corporation, without the previous written consent of the City Manager or his/her designee, but in no case shall such consent relieve the Contractor from its obligations, or change the terms of the contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the prior written approval of the City Manager, and the furnishing to the City of a Release of Liens by the party furnishing the materials or services other than the Contractor.

14. Cancellation

The contract awarded pursuant to this RFP may be canceled or annulled by the City Manager or his/her designee by written notice of default to the Contractor, upon nonperformance or violation of contract terms. Upon such cancellation or annulment, an award may be made to another Offeror. In any event, the defaulting Contractor shall be liable to the City for costs to the City, including reasonable attorney's fees which are the

proximate result of Contractor's default.

15. Patents

Whenever any article, material, appliance, process composition, means or things called for by the RFP specifications is covered by Letters of Patent, the successful bidder must secure, before using or employing such materials the assent in writing of the owner or licensee of such Letters of Patent and file the same with the City.

The bidder will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on an allegation that the items provided by the bidder infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the bidder will, at its expense, procure for the City the right to continue using the items or replace or modify the same so that it becomes non-infringing.

16. Ownership

All materials submitted in response to this RFP will become the property of the City and may be returned at the option of the City.

All materials developed in accordance with the final agreement will become the property of the City. It is agreed that all data, information and material prepared by the Contractor as required by the final agreement, shall be delivered to and remain the property of the City upon completion of the final agreement. The data, information and material shall be put to any use the City sees fit without any compensation or reimbursement to the Contractor other than the fees to be paid under the terms of the Agreement.

17. Confidentiality

The City agrees, to the extent permitted by law and in accordance with the terms set forth in Section III D of this RFP, to hold all material information belonging to the Offeror, which it deems to be confidential, in strictest confidence. Offeror must specify in writing, delivered to the City, the precise information or material contained in its response to this RFP which the Offeror deems to be either a trade secret or other confidential material and why.

The Offeror awarded a contract pursuant to this RFP agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, and to release it only to employees or agents of the Contractor requiring such information and not to release or disclose it to any other party.

18. Dissemination of Data

During the term of the contract awarded pursuant to this RFP, the successful Contractor

shall not release any information related to the services or performance of the services under the Agreement nor publish any final reports or documents related to services or performance of services to the City without the prior written approval of the City of Gaithersburg.

19. Retention of Records

The Contractor shall retain and maintain all records and documents relating to the services for a minimum of five (5) years after payment by the City of the final invoice and shall make them available for inspection and audit by the City, the State of Maryland and any appropriate Federal agency. The accounting records and all supportive documentation shall be maintained in such a manner that will provide for a separation between direct and indirect costs. A similar provision shall be included in all subcontracts.

20. Independent Contractor Status/Personnel

- a. The selected Offeror shall perform the contract awarded pursuant to this RFP as an independent contractor and shall not be considered an agent or employee of the City nor shall any of the employees or agents of the Contractor be considered subagents or employees of the City.
- b. The Contractor shall utilize personnel listed in the final proposal package. Substitution of key personnel shall only be permitted with the written permission of the City. This provision, however, does not require the approval of a contract of employment between the Contractor and the personnel assigned to provide the services hereunder.
- c. For any project receiving funding from the City, the City may not enter into an agreement with any person who has left City employment, other than by reason of retirement, until the person has been out of the City employment for a period of one (1) year, unless excepted herein. The City may enter such an agreement with a person who has left City employment, other than by reason of retirement, for a period less than one (1) year provided that the specific project being bid upon was not under discussion or consideration in any form prior to or at the time the person left City employment. Where the person has been out of City employment for less than one year, a certification, under oath, must accompany the proposal certifying the fact that the project that is the subject of the RFP was not under discussion or consideration in any form prior to or at the time the person left City employment.
- d. No employee of the City, or of any department, commission or agency whose duties as such employee include matters relating or affecting the subject matter of this RFP shall, while such employee, become or be an employee, agent or representative, directly or indirectly, of the party or parties of any subsidiary thereof, thereby contracting with the City.
- e. Unless waived in writing by both the City and appropriate State and Federal agencies

prior to award of the contract awarded pursuant to this RFP, no member officer, or employee of the local public body, whether elected or appointed, during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in such contract or the proceeds thereof.

21. Insurance/Indemnification

The Offeror awarded a contract pursuant to this RFP, will be responsible for keeping in force a general comprehensive policy insuring against personal injury and property damage in an amount no less than one million dollars (\$1,000,000). The selected Offeror will be required to obtain and keep in force for all non-City employees and workers, workers compensation and other required insurance of the minimum limits of the project. Selected Offeror will be required to submit a certificate of insurance within ten (10) days of the City Manager's signing an agreement with selected vendor. The selected Offeror shall indemnify and hold the City, its officials and employees harmless from a) any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the selected Offeror, its employees, agents or subcontractors, and b) any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from any element of the project resulting from the negligence or omission of the solicitor/contractor, of its employees, agents or subcontractors. Selected Offeror shall, upon completion of work, provide the City with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

22. Award Protest

Any protest of an award made pursuant to this RFP shall be in writing to the City Attorney.

The provisions of COMAR Title 21, State Procurement Regulations, do not apply to municipalities (see, 21.01.03.01A.(7)) and therefore do not apply to the City of Gaithersburg.

23. Disputes

All disputes arising under a contract awarded pursuant to this RFP, not disposed of by agreement must be decided under procedures a-d listed below. Pending final resolution of a dispute, the selected Offeror must proceed diligently with contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- a. All disputes, claims, questions of fact or interpretations of the contract documents not disposed of by agreement or express provision of the contract arising between the City and the Contractor after performance of the contract has commenced but before final payment and termination of the contract, are decided by the City Manager or his/her designee.
- b. The City Manager or designee must give the selected Offeror not less than three (3)

working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager or designee may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence, and argument. The City Attorney may participate in the hearings to protect the City's interest.

- c. The City Manager or designee must render a decision, in writing, stating reasons for it and provide copies to the selected Offeror and the City Attorney. If the decision is mailed to the selected Offeror, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the selected Offeror.
- d. The written decision of the City Manager must be sent to all parties. Such decision may be submitted to Binding Arbitration by either party under the auspices of an arbitrator appointed by the American Arbitration Association.

24. Entire Agreement

Except to the extent that this RFP may be incorporated into a contract awarded pursuant to this RFP as provided herein, there are no promises, terms, conditions, or obligations other than those contained in the RFP and the terms and conditions of the RFP supersede all communications, representations, or agreements either verbal or written, between the City and the Offeror related specifically to the RFP.

25. Immigration Reform and Control Act

The Contractor awarded a contract pursuant to this RFP shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

26. Inconsistent Provisions

Notwithstanding any provisions to the contrary in any Agreement terms or conditions supplied by the Contractor, the City's General Conditions will supersede those terms and conditions in the event of any inconsistency.

27. Governing Law

Any contract awarded pursuant to this RFP shall be construed in accordance with the laws and regulations of the United States Department of Justice, State of Maryland, and the City of Gaithersburg. The Contractor must, without additional cost to the City,

pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving such contract, exclusive venue and jurisdiction shall be in the Circuit Court for Montgomery County, Maryland, or in the District Court of Maryland for Montgomery County.

SECTION II - SCOPE OF SERVICES

A. GENERAL

Refer to Attachment A for system requirements.

B. COST OF SERVICES

All submitted responses must include a cost summary which shall state a “not to exceed” price.

SECTION III - BIDDING INSTRUCTIONS

- A. Five (5) paper copies are required to be submitted as per the schedule in Section I-C. The City will not accept proposals sent via facsimile or e-mail. Faxed or e-mailed proposals will be rejected without consideration.
- B. All firms are to submit the required paper copies of their proposals in two separately bound parts as follows:

Copies	Part	Description
5	A	Technical Proposal
5	B	Cost Proposal

- C. All elements of the Technical Proposal (Part A) should be placed together in a clearly labeled package marked as follows: RFP No. 2012-010 Technical Proposal (Part A) and Forms. The Cost Proposal (Part B) should be placed in a separate clearly labeled package marked as follows: RFP No. 2012-010 Cost Proposal (Part B).
- D. The City shall not discuss or disclose proposals or their proposed cost with competing Offerors during the selection process or otherwise disclose them to the public except as may be required under the State Public Information Act and other relevant law (i.e., Title 10, State Government Article, Sections 10-611 et. seq. Maryland Code Annotated). Trade secret, confidential or proprietary information which is submitted must be identified as such at the time of submission, and shall not be disclosed to the public or competing Offerors at any point in time unless required by law or ordered by a court of competent jurisdiction to do so.
- E. No responsibility or liability shall be attached to the City, the Director of Finance and Administration or any City official, employee or agent for the premature opening or disclosure of a proposal not properly addressed and identified, or disclosure made pursuant to an obligation existing under federal or state law.
- F. If the firm is unable to meet or exceed the requirements as specified, then the words, "No Bid" should be placed in the extension column. If the firm does not have a charge for a particular service, then it should so indicate in the extension column by NC (no charge).

SECTION IV

PROPOSAL FORMAT INSTRUCTIONS

The City will follow the evaluation process and selection criteria described in Section V of this RFP. In order to enhance this process and provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. Offerors must ensure that all forms are completed, all requested information has been provided and the proposal is accurate and correct (no misspellings, grammatical errors, misnomers).

The format of each proposal must contain the following elements organized into separate chapters and sections:

- A. Understanding the City's Requirements and Ability to Meet
- B. Approach and Work Plan
- C. Management Plan and Timetable
- D. Project Team Qualifications and Experience
- E. Financial Strength
- F. Firm Experience and Capabilities
- G. References and Litigation Information
- H. Required Forms and Certifications
- I. Cost Proposal

These elements parallel the City's proposal evaluation criteria. The City is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal.

A. UNDERSTANDING THE CITY'S REQUIREMENTS AND ABILITY TO MEET

This section should confirm the Offeror's understanding of the requirements of this RFP and outline Offeror's ability to meet those requirements. In addition, it should clearly outline the scope and objectives of the proposal as it relates to the scope and objectives of the total project and the requested product and/or service deliverables.

This section must include a completed Proposed System Characteristics Form. Each Offeror submitting a proposal must complete this form with accurate information as to the capabilities of the proposed system. The form's format must be adhered to allowing the City to compare proposed systems as uniformly as possible.

B. APPROACH AND WORK PLAN

This section should describe the recommended approach and Work Plan regarding the assistance to be provided. The Offeror should clearly distinguish tasks that the Offeror will undertake as distinguished from those which are the responsibility of the City. Absence of this distinction will mean the Offeror is assuming full responsibility and costs for all tasks.

The proposal must address in depth the Offeror's plans to meet the requirements of each of the tasks and activities outlined in this RFP. The Work Plan must discuss the staffing level(s) required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The Work Plan must include a task-by-task schedule of the time required to complete the project. The Work Plan should also discuss documentation and/or authorizations which will be required from the City, anticipated problem areas, along with proposed solutions to the problem areas, etc.

Work Plan steps should be supported by the proposed hours the Offeror agrees to commit to assist the City plus the hours and resources required by the City's staff to assist. The Offeror should clearly specify who has primary responsibility for each Work plan element, the Offeror or the City's staff.

C. MANAGEMENT PLAN AND TIMETABLE

In this section, the Offeror must present a Plan that clearly explains how it will manage and control all proposed activities and the resulting timetable. The firm must explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is properly performed and that milestones are met on a timely basis as proposed.

The section should set forth beginning and ending dates, deliverables, and major milestones for a proposed timetable that coincides with the proposed Work Plan.

D. PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

This section must include the qualifications of the staff the Offeror will assign to this project once selected. At a minimum, the proposal should:

- Designate a Project Manager and an alternate.
- Include the organization, functional discipline, and responsibilities of project team members.
- Provide a complete resume or description of each team member's education, professional experience and length of time employed by the Offeror and/or a subcontractor.

The personnel named in the proposal shall remain assigned to the project throughout the period of the contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval of the City.

The Offeror shall clearly state if it is proposing to subcontract any of the work herein. The names of subcontractors are to be provided and by proposing such firm(s) or individuals, and the Offeror assumes full liability for the subcontractor's performance.

If the Project Manager has not had previous experience in dealing with the accounts of governmental entities, identify the individual with this experience who will be available to work with the Project Manager.

E. FINANCIAL STRENGTH

This section shall contain, at a minimum, the following information:

- Financial statements for the last three (3) fiscal years.

F. FIRM EXPERIENCE AND CAPABILITIES

The purpose of this section is to provide the City with an overview description of the Offeror's company, plus the Offeror's commitment to the services set forth in this RFP and/or government clients in general. The Offeror should:

- Summarize the organization structure and size of the company plus its date of organization and current principal place of business.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Describe the Offeror's local office experience with similar projects.
- Indicate whether or not the company has an organized practice addressing the requested scope of services, who formally heads that practice and where that person is located.
- Describe any local office(s) that will service the City including size, services, area covered, and principal contact person.

The Offeror must also specify, in a similar manner with references, etc., the qualifications of any subcontractors to be used in this proposed project.

The City reserves the right to make such additional investigation as it may deem necessary to establish the competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the City, the City reserves the right to reject the proposal.

G. REFERENCES AND LITIGATION INFORMATION

This section of the Offeror's proposal should:

- List the total number of clients actively using the proposed system for each of the last three fiscal years. Active clients are clients that are currently paying for maintenance or support contracts where offered. Proposed system means the same "major

version” of the system being proposed by Offeror. Offerors may optionally list number of clients actively using earlier versions of the same system in addition to clients using the same version proposed.

- Provide the current name, address, and telephone number of at least five (5) specific references the Offeror has fully implemented the proposed system for in the past three years. References should preferably be local governments with similar size and scope as the City or larger that are located as close to the City as possible where the Offeror provided the same or similar services as requested herein. Each reference should indicate the scope of services provided to each referenced client and whether or not each project was begun and/or completed on time.
- All solicitors are to provide a descriptive listing including case citation, jurisdiction, and a brief summary of the nature, status and disposition of any litigation in which they are presently involved and litigation claims resolved within the previous twenty-four (24) month period.

H. REQUIRED FORMS AND CERTIFICATIONS

The forms in this section are required and must be completed and then returned with the proposal document. The forms are located at the end of this document.

- **RFP Submission Certification.** Each Offeror submitting a proposal must complete and include the RFP Submission Certification which certifies the truth and correctness of the documents submitted in response to the RFP. The certification must be signed in the name of the Offeror by the person duly authorized to represent the firm. Failure by the Offeror to include this RFP Submission Certification with its proposal will be cause for rejection of the proposal. Requires notary
- **RFP Submission Form.** Each Offeror submitting a proposal must complete and include the RFP Submission Form regarding company identification and ownership disclosures, conflicts of interest, and collusion. The proposal must be signed in the name of the Offeror by the person duly authorized to represent the firm. Failure by the Offeror to include this RFP Submission Form with its proposal will be cause for rejection of the proposal. Requires notary
- **Affidavit of Qualification to Bid.** Requires notary

I. COST PROPOSAL (BOUND SEPARATELY)

Wherever possible, prices should be separated out into line items on a module by module basis. Proposed equipment costs (if any) are to be broken out separately from software and services costs. Pricing should include the first year maintenance costs - if any. Software and/or equipment costs that can be sourced via GSA contracts should not exceed GSA pricing.

SECTION V

SELECTION OF CONTRACTOR

This Section of the RFP outlines the City's process for selecting the best proposal plus the major elements of the subsequent contract resulting from this selection.

A. APPROVING AUTHORITY

The Approving Authority for this RFP is the City Manager or his/her authorized designee. The authority to approve acquisition is contingent upon appropriation of funds for the total amount of the Contract within each fiscal year.

B. SELECTION COMMITTEE

The City Manager or his/her designee shall appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of a firm to the Approving Authority. Members of the Selection Committee may be changed at any time by the City for any reason.

C. BASIS FOR AWARD

The Selection Committee and/or Approving Authority will base its recommendations on the evaluation criteria in Section V-D. The Evaluation Committee will initially evaluate each proposal against the criteria established herein to determine if the proposal is responsive to the solicitation requirements. Proposals lacking any of the submission criteria may be determined non-responsive and may be removed from consideration. The Evaluation Committee will ask questions of a clarifying nature from bidders as required.

The highest rated firm(s) may be invited to make oral presentations to the Selection Committee and/or the Approving Authority. Such presentations may include, but are not necessarily limited to, demonstrations of the proposed system, explanations of the proposed approach, work plan, and qualifications of the firm. The Selection Committee and/or the Approving Authority will then conduct a second evaluation of the firms also based upon the evaluation criteria in Section V-D. The award may be made to the responsible Offeror whose offer conformed to the solicitation and is most advantageous to the City, cost or price and other factors considered.

When the Evaluation Committee or Approving Authority has tentatively selected the Offeror, it may request a conference(s) to formulate plans in greater detail, to clarify specific areas and to otherwise complete negotiations prior to the recommendation for award. Price of items proposed or the total will not be raised or lowered during these conferences. At any time during these conferences and prior to actual awarding of a contract, the Evaluation Committee may choose to modify its choice of a selected Offeror if it determines that such a change is in the best interest of the City.

D. EVALUATION CRITERIA

Proposals will be scored on the following basis:

Evaluation Criteria	Maximum Points
A. Understanding the City's Requirements and Ability to Meet	30
B. Approach and Work Plan	10
C. Management Plan and Timetable	10
D. Project Team Qualifications and Experience	5
E. Firm Experience and Capabilities	0
F. References and Litigation Information	5
G. Cost Proposal	30
H. Offeror's Business is Located Within City Limits	2
Maximum Score	102

Proposals should be submitted initially on the most complete and favorable terms from a technical standpoint. Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

The Selection Committee may arrange for discussion with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The Selection Committee and/or Approving Authority may make such reasonable investigations as it deems proper and necessary to determine the ability of the firm to perform the work. The Selection Committee and/or its representative(s) and the Approving Authority reserve the right to inspect the firm's physical premises prior to award to satisfy questions regarding the firm's capabilities.

After review and evaluation, and based on its sole discretion, the City reserves the right to reject any or all proposals received in response to this request and will not compensate or reimburse Offerors for the cost of proposal preparation whether or not an award is consummated.

E. PRIME CONTRACTOR

The selected Offeror will be required to assume full responsibility for the complete effort as required by the RFP whether work is performed by the Offeror or subcontractors. The

selected Offeror is to be the sole point of contact with regard to all contractual responsibilities.

F. CONTRACT DEVELOPMENT

Once a firm is tentatively selected based on the "Evaluation Criteria," the City reserves the right to negotiate further with the selected firm. As a result of this contract discussion and negotiation, the City may propose a contract which amends the scope of the RFP or the firm's proposal prior to signing the contract. At the same time, this RFP and the firm's proposal shall be incorporated by reference directly into the final contract.

The contract awarded, this RFP, and the Offeror's proposal submission in response thereto shall constitute the whole agreement between the parties. However, the RFP and submission without more shall not be considered a contract.

If a satisfactorily proposed contract cannot be negotiated with the highest ranked and qualified firm, negotiation will be formally terminated. Negotiations shall be undertaken with the second highest ranked and most qualified firm and so on. The Selection Committee, if a Committee is utilized, will make appropriate recommendations to the Approving Authority prior to actual award of the contract.

G. CONTINGENCY OF THE CONTRACT AWARD

Award of the contract to the selected firm is contingent upon:

- The budget and appropriation of funds (if necessary) by the Mayor and City Council, and;
- The successful negotiation of contractual terms agreeable to both parties; and
- Contract awarded by resolution of the Mayor and City Council.

Failure to achieve the foregoing will result in no award.

H. STANDARD CONTRACT FOR SERVICES

The City expects to enter into a contract for services in a form substantially in accordance with the Terms and Conditions contained in Section I-E. of this RFP. Specific obligations of each party will be specified in the final signed contract.

The City will consider contracts proposed by Offerors. Any contract awarded, however, shall be in a form acceptable to the City with approval by the City Attorney and shall incorporate by reference the terms of the RFP.

Offerors are reminded that the proposal will form the basis of the contract negotiations phase between the City and the selected firm. Accordingly, the proposal should be written in a

concise, forthright manner, and responded to in the manner described in Sections III and IV of the RFP. The City reserves the right to incorporate all statements and claims made in the proposal (to include any attachments) in the final contract.

I. TYPE OF CONTRACT

The City expects to award a fixed price type of contract or a contract based on fixed rates with a set contract maximum for specified period based on present assumptions.

J. ACCEPTANCE, INVOICING, AND PAYMENT

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the products are approved as acceptable by the Director of Information Technology.



ATTACHMENT A

PROJECT SCOPE AND REQUIREMENTS

I. PROJECT BACKGROUND

The City requires a Storage Area Network device(s) to be deployed at their main data center in City Hall. The device(s) will be comprised of a primary unit or set of units in City Hall and a replication partner(s) that will be located at the City's disaster recovery location. Specifically, the City seeks to achieve the following objectives:

- Acquire a stable and scalable solution for the City's growing VM (Virtual Machine) infrastructure
- Increase performance for database applications
- Centrally manage VM disk space to optimize use and performance
- Take advantage of disaster recovery technologies inherent in software already in-use at the City

The City intends to procure the most appropriate solution within its financial means from a qualified Offeror at a firm, fixed price. The City prefers to purchase a proven solution that is already in use and operating effectively at other organizations. Any requirement that is not specified in this document but is pertinent to project success should be detailed by the Offeror.

Organization Information

The City of Gaithersburg is an incorporated municipality located within Montgomery County, Maryland with a population of close to sixty thousand residents occupying 10.2 square miles. In 2010, the City's budget was 48 million dollars. Only the Department of Information Technology will be directly involved in this project.

Computing Environment

General Information

The City's computing environment is comprised of approximately 50 server-class systems located at City Hall and approximately 275 workstation-class computers spread across fourteen facilities.

Networking and Topology Information

The City's network is a hub and spoke configuration. Thirteen facilities are connected back to the hub location (City Hall) via dark fiber and every connection to City Hall is a minimum of 100 Mb/s. One of the facilities is using wireless for network connectivity. The City has two connections to the Internet. The primary connection is a 25Mb/s synchronous connection and the secondary is a 3Mb/s synchronous connection.

The City's switching infrastructure is a mix of Foundry (Brocade) and Cisco switches in a layer 2 configuration.

Server Information

The data center at City Hall is host to a mix of virtual servers and physical machines. There are about 25 physical machines in the environment running a mix of Operating Systems. Windows-based machines are the majority of the servers in the environment running every iteration of the server OS since Server 2000 (e.g. Windows Server 2000, Windows Server 2003 32-bit, Windows Server 2003 R2 64-bit, Windows Server 2008 32-bit, Windows Server 2008 64-bit, Windows Server 2008 R2). There are two Red Hat Enterprise Linux 5 servers and one Debian 5.0 installation for network monitoring running Nagios 3.2.0.

Virtual Machine Specific Information

There are approximately 26 virtual machines spread across 4 physical servers. While, the servers vary in memory and processor speed, all virtual machines are hosted from the local directly attached hard drives. Three of the machines are configured with RAID10 and one is configured with RAID5. The machines are a mix of 15K SAS drives, 10K SAS drives and SATA disks. The servers are running VMware ESXi server 4.0 and above.

User Workstation Information

There are approximately 240 user workstations that are exclusively Windows XP. These systems share a common Active Directory domain. There are another approximately 35 machines that are in public or semi-public use. These systems are segmented into their own Active Directory domain. The City projects that within 3 to 6 months, the majority of the workstations in our environment will be 64-bit Windows 7.

II. PROJECT REQUIREMENTS

The primary goal of the project is to provide stable, redundant and reliable storage for the City's growing virtual machine infrastructure. The City anticipates housing all hardware, software and networking components of the project in both City Hall and at our Public Works facility (the disaster recovery location). The Offeror will provide the hardware, software and applicable networking components to successfully deploy the shared storage devices. Services are anticipated to include (but not limited to) design, installation, configuration, training and documentation. The Offeror will provide the name of the proposed storage solution and its basic form factor (rack size in U, number of disk bays, expansion options, number of ports and kinds of ports). Offeror will describe in general terms how the device will meet the City's goals as outlined in the Project Background section.

General Requirements

- Entire system and all of its components will be covered by a warranty for a period of no less than 3 years.
- Offeror must provide best practice guidelines for maintenance.

- The system will be able to act as primary storage for all current Virtual Machines in the City's computing environment.
- The system initially should be a minimum of 4TB of usable space for provisioned Virtual Machines.
- The system will be able to accommodate additional Virtual Machines and host servers for future network expansion.
- The system will be flexible to accommodate additional storage needs as additional Virtual Machines are added to the network.

Technical Specifications and Requirements

Describe how the proposed storage device will meet or exceed the following baselines requirements.

- **Scalability and Capacity**

A baseline requirement should be stated for the solution and any expectations for longer term incremental non-disruptive growth. The Offeror should detail available tools to automate capacity planning and performance analysis.

- **Drive Types and Performance**

A mix of high and lower performance drives (SCSI, SAS or SATA) will be required. Describe how the mix of drives in the solution works in the stated storage system.

- **RAID Level and Management**

RAID level or mix of RAID levels in the solution should be stated. If multiple RAID levels are required, state the proportion of total storage appropriated to each RAID level. The proposed solution must have RAID protected storage and must have the capability to dynamically change its disk subsystem configuration. The solution should also allow for “on-the-fly” allocation of volumes/logical units (LUNs) and provide for LUN security.

- **Connectivity**

The City anticipates the use of iSCSI; however the City is open to the proposal of any of the other current SAN connectivity types (e.g. 2 Gbps Fibre Channel, 4 Gbps Fibre Channel, 8Gbps Fibre Channel, Gigabit or 10 Gigabit Ethernet). The Offeror should state if the solution supports multiple connectivity types and will include any additional networking equipment (e.g. switches, bridges, HBAs, etc.) the City will need to fulfill the project's objectives.

- **Replication**

The Offeror should state the replication abilities and limitations of the solution. In addition, the Offeror should also describe any connectivity optimizations between locations.

- **Interoperability**

With a varied mix of operating system types in the City's environment, the solution should provide information on all supported platforms and life-cycle support for legacy platforms. The Offeror should also provide information on unsupported platforms.

- **Recovery Time**

Offeror should provide a baseline of per gigabyte recovery time estimate for within the array.

- **Additional Redundancy**

In addition to disk redundancy, the Offeror should describe other redundancy that the solution provides (e.g. power supply, networking, and disk controllers).

- **Management**

The Offeror should state any and all software management options. This will include any disk, array, monitoring, or resource management software. There should be an explicit statement of included software in the proposed solution. In addition, the Offeror should state any “add-on” software and its benefits in fulfillment of the solution's goals. If additional software is recommended, the Offeror should state any costs associated.

- **Training**

The Offeror should provide pre-installation training on the proposed solution for two of the City's staff. Training should cover all relevant hardware and software that shall in used during the maintenance, troubleshooting and general use of the solution. The Offeror will also provide post-installation and evaluation follow-up training.

- **Support**

The solution should explicitly state the duration and details of the warranty and hardware/software support (e.g. Onsite support, web support, phone support, and hardware failure response time in hours). The Offeror should explicitly state the parties' responsible for updates (i.e. hardware, software, firmware, etc.) and maintenance of the solution. If the Offeror is using a third-party to deliver any of the above service for the solution, the outsourcing details should be provided. In addition, the Offeror should state the duration of the relationship with the third-party.

- **Product Life-cycle**

The Offeror should provide a technical road map for the proposed solution. The solution should detail the firmware/software update cycle and product retirement support cycle. The proposed solution should also detail system update notifications.

Conversion Requirements

- **Planning Requirements**

The proposed solution should provide for an implementation plan with a detailed agenda. The implementation plan must cover the scope of work from planning to final acceptance and include number of work days, City staff requirements, Offeror staff time, and costs related to implementation. The Offeror must provide information in a format that is easy for the City to evaluate the Offeror's response.

- **Installation Requirements**

The Offeror must agree to install the solution, both during and if necessary, outside regular business hours as determined by City personnel to lessen impact on the current production environment. The Offeror will perform all installations under the supervision of the City's Department of Information Technology. The Offeror will specify any environmental requirements including, but not limited to, AC, Power, physical space, HVAC, etc. The Offeror will provide any requirements for moving the solutions to the appropriate City facilities.

- **Testing Requirements**

The Offeror will test all solution components (hardware and software) after installation and provide certification that all components are functioning normally during acceptance. The Offeror will test and validate configuration requirements (e.g. Replication, Snapshots, etc.). The Offeror must explain how to maintain and insure that high levels of performance are delivered in their proposed solution.

City of Gaithersburg

RFB/RFP Submission Certification Form

RFB/RFP No. 2012-010

Note to the Offeror: This form must be completed and returned with the bid/proposal submission.

Proposal Submitted By: _____

Name of Firm: _____

Street Address: _____

City, State & Zip Code: _____, _____

Telephone Numbers: (P) _____ (F) _____

Email Address: _____

The proposal for RFP No. **2012-010** as submitted includes the RFP Submission Form with Conflict of Interest Certification, and the Affidavit of Qualification to Bid Form. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my firm has met the minimum selection criteria as outlined in the solicitation document.

Signature: _____

Notary Attestation:
State of Maryland
County of Montgomery

I hereby certify that on this _____ day of _____, 20____, before me the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to he within instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Print Name

RFB/RFP No. 2012-010

Note to the Offeror: This form must be completed and returned with the bid/proposal Submission.

Name of Firm: _____

Federal ID No: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____

Telephone Numbers: (P) _____ (F) _____
(P) _____ (C) _____

Email Address: _____

Email Address: _____

CONFLICT OF INTEREST CERTIFICATION

I HEREBY CERTIFY, on behalf of _____ that neither the City Manager or designee, nor any other officer, agent, or employee of the City of Gaithersburg, no member of the governing body of the City of Gaithersburg, and no member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor and Council of the City of Gaithersburg has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager or designee, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this bid submission, will furnish to the City Council of the City of Gaithersburg, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied.

I HEREBY CERTIFY, on behalf of _____ that no employee or agent of _____ is a member or employee of any agency, commission, board or corporation of the City of Gaithersburg or is the spouse or any other relative of any

RFP Submission Form
RFB/RFP No. 2012-010

of the foregoing. If _____ is unable to so certify, the details of any such relationship with the City of Gaithersburg are disclosed herein:

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

Notary Attestation:

State of Maryland

County of Montgomery

I hereby certify that on this _____ day of _____, 20____, before me the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to he within instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public:

Print Name

City of Gaithersburg

Affidavit of Qualification to Bid Form

RFB/RFP No. 2012-010

Note to the Offeror: This form must be completed and returned with the bid/proposal submission.

I HEREBY AFFIRM THAT:

1. I am the _____ and the duly authorized representative

Title

of the firm _____ and that I possess the legal authority

Name of Firm

to make this affidavit on behalf of myself and the firm for which I am acting.
2. The firm _____ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation at 301 West Preston Street, Baltimore, Maryland 21201, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.
3. Except as described in Paragraph 5 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of Maryland or any municipality, county, bi-county, or multi-county agency, or subdivision of the State of Maryland have been convicted of, or have pleaded nolo contendere to a charge of, or have, during the course of an official investigation or other proceeding, admitted in writing or under oath, acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe, whether or not in furtherance of obtaining a contract with a public body, under the provisions Md. Code Ann., State Finance and Procurement Article, §16-202 (1995 Repl. Vol.) and Article 27 of the Annotated Code of Maryland or under the laws of any local, state or the federal government (conduct prior to July 2, 1977 is not required to be reported).
4. List any conviction, plea, or admission described in paragraph 3 above, with the date, court, official, or administrative body; the individuals involved and their position with the firm; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.

5. Neither I nor the above firm, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the bidder, or any other person substantially involved in the bidder's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been

Affidavit of Qualification to Bid Form
RFB/RFP No. 2012-010

found civilly liable under an antitrust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

6. Bidder hereby declares that this bid is made without any connection or collusion with any person, firm or corporation making a bid for the same work; that pursuant to this affidavit; that the attached specifications and any drawings referred to herein have been carefully examined and are understood; that careful examination has been made as is necessary to become informed as to the character and extent of the work required; and, that if this bid is accepted, this Bidder will contract to do, for the price stated in the attached cost proposal, all of the work described in the specifications, drawings and contract conditions.
7. I acknowledge that this affidavit is to be furnished to the City Manager or designee for the City of Gaithersburg, Maryland. I further acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Gaithersburg may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

Notary Attestation:

State of Maryland

County of Montgomery

I hereby certify that on this _____ day of _____, 20____, before me the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to he within instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public:

Print Name