

REQUEST FOR PROPOSALS

No. 2016-027

Facilities Computerized Maintenance Management System

Solicitation Issued: March 21, 2016

Proposal Submissions Due: May 03, 2016 **Time:** 5:00 PM

Submissions Received By: Andrew Barnes, Project Manager/Systems Analyst III
City of Gaithersburg
Department of Information Technology
31 South Summit Avenue
Gaithersburg, Maryland 20877

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SECTION 1: Definitions

City: “City” means the City of Gaithersburg, Maryland, a municipal corporation of the State of Maryland.

City Manager: “City Manager” means the City Manager of the City, or his or her designee.

Contract: “Contract” means the binding agreement awarded pursuant to this Solicitation, if any.

Contractor: “Contractor” means the Offeror awarded the Contract.

Offeror: “Offeror” means any Person submitting a Proposal in response to this Solicitation.

Person: “Person” means any individual, or association or entity recognized by law.

Price Analysis: “Price Analysis” means the examination of the Proposal Price to ensure it is fair and reasonable.

Procurement Webpage: “Procurement Webpage” means the webpage on the City’s website dedicated to procurement: <http://www.gaithersburgmd.gov/government/procurement/current-bids>.

Proposal: “Proposal” means the technical proposal, price proposal and any and all documents submitted to the City by an Offeror in response to this Solicitation.

Services: “Services” means the goods and/or services to be provided to the City by the Contractor under the Contract as described in this Solicitation.

Solicitation: “Solicitation” means this Request for Proposals.

Solicitation Schedule: “Solicitation Schedule” refers to the events and dates and times thereof specified in Section 3.1 of this Solicitation.

Solicitation Documents: “Solicitation Documents” mean this Solicitation and any and all documents issued and/or used by the City to solicit Proposals, including but not limited to: addendums, amendments, forms and specifications.

Submission Deadline: “Submission Deadline” means the date and time, specified in Section 3.1 of this Solicitation, in which all Proposals shall be submitted to and received by the City.

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Offerors

2.1. INTRODUCTION

The City is seeking sealed Proposals from qualified Offerors for the purchase, installation and configuration of a Computerized Maintenance Management System (“CMMS”).

2.1. CITY PROFILE

Gaithersburg is among the largest cities in the State of Maryland, with a population in excess of 67,000, occupying more than 10 square miles within Montgomery County. The City provides many services including police protection, licensing and permitting, building inspections, recreation and cultural activities, street maintenance, recycling collection, stormwater management, housing and community development, and snow removal.

The City operates under the council-manager form of municipal government, with the City Manager being appointed by the City Council. The Mayor and City Council are elected to staggered four-year terms; the Mayor serves as Council President. Gaithersburg became a CHARACTER COUNTS! City in 1996. This national ethics education program is based on six pillars of character that people of all cultures, races and religious affiliations can embrace. The pillars include respect, responsibility, fairness, caring, trustworthiness and citizenship.

2.2. CITY'S LIABILITY

This is a Solicitation only, it is not a contract. The City shall assume no obligation to pay or reimburse any Person for any costs, fees, or expenses incurred in preparation of a response to this Solicitation, or for any meetings or travel costs related to such response. All Proposals submitted to and accepted by the City shall become the exclusive property of the City and shall not be returned. The City reserves the right to reject any or all Proposals in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the City. The City is under no obligation to any Offeror until a contract is executed for the Services described herein.

2.3. ACCEPTANCE

The submission of a Proposal shall constitute acknowledgement and acceptance by the Offeror of the requirements, specifications and terms and conditions specified herein.

2.4. ADA REQUIREMENTS

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the City's Procurement Manager by phone at 301-258-6320 or by email at wrhodes@gaitersburgmd.gov.

2.5. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

The City is the sole entity with the authority to issue and/or distribute any Solicitation Documents and/or information related thereto. Any and all Solicitation Documents obtained from any source other than the City may be incomplete or incorrect. The City assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued by and distributed by the City. Any and all Solicitation Documents shall be posted on the Procurement Webpage.

2.6. RESTRICTED DISCUSSIONS

Offerors are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the City except as expressly authorized herein. The City may, in its sole discretion, reject the Proposal submitted by any Offeror who is in violation of this provision. Any and all verbal statements and/or answers to questions relative to this Solicitation shall not be considered binding, valid or enforceable.

2.7. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

- A. Offerors must be qualified to bid in the State of Maryland in accordance with §16-202 and §16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- B. To enter into any contract with the City, Offerors must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

~ END OF SECTION 2 ~

SECTION 3: Solicitation Schedule and Information

3.1. **SOLICITATION SCHEDULE**

Below is the schedule of events for this Solicitation. The City reserves the right to modify the Solicitation Schedule at any time as best may serve the interests of the City; any and all modifications shall be made by addendum or amendment and posted on the City's Procurement Webpage. Unless otherwise specified herein, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

EVENT	DATE	TIME
A. Solicitation Issued:	March 21, 2016	N/A
B. Pre-Submission Conference Call: <i>See Subsection 3.2 for additional information</i>	April 12, 2016	at 2:00 PM
C. Offeror Questions Due in Writing: <i>See Subsection 3.3 for additional information</i>	April 15, 2016	by 5:00 PM
D. City's Answers to Questions Issued: <i>See Subsection 3.4 for additional information</i>	April 21, 2016	by 5:00 PM
E. Submission Deadline: <i>See Subsection 4.2 for additional information</i>	May 3, 2016	by 5:00 PM

3.2. **PRE-PROPOSAL CONFERENCE CALL**

- A. There will be a Pre-Submission Conference Call ("Conference Call") on the dates and at the times specified in the Solicitation Schedule. Attendance of the Conference Call is not mandatory but is strongly encouraged.
- B. Offerors must register to attend the Conference Call. Requests to register for the Conference Call shall be sent by email to Andrew Barnes, Project Manager/Systems Analyst III, at abarnes@gaitthersburgmd.gov, no later than 5:00 PM on April 8, 2016. Instructions for attending the Conference Call will be emailed to registrants by 5:00 PM on April 11, 2016.

3.3. **SUBMISSION OF OFFEROR QUESTIONS**

Except for questions asked during the Conference Call, all questions regarding this Solicitation: (i) shall be submitted by email to Andrew Barnes, Project Manager/Systems Analyst III, at abarnes@gaitthersburgmd.gov; and (ii) shall be received by the date and time specified in the Solicitation Schedule. Any and all questions received not in compliance with this paragraph will not be answered unless the City, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

3.4. **CITY'S ANSWERS TO OFFEROR QUESTIONS**

The City's answers to questions submitted by Offerors will be posted by addendum on the City's Procurement Webpage by the date and time specified in the Solicitation Schedule.

~ END OF SECTION 3 ~

SECTION 4: Proposal Format, Content, Preparation and Submission

4.1. PROPOSAL FORMAT AND CONTENT

In order to provide each Offeror with an equal opportunity for consideration, adherence to a standardized proposal format is required; any Proposal submitted outside of the required format shall be cause for the Proposal to be rejected as non-responsive. All Proposals shall contain a separate technical proposal and separate price proposal as follows:

A. Part A: Technical Proposal

The technical proposal shall be submitted separate from the price proposal and shall include the following material organized into sections as follows:

I. Cover Letter

Include a cover letter which is prepared on the Offeror's business stationery and is signed by an individual authorized to bind the Offeror to its Proposal. The cover letter shall include: (i) the Solicitation number and Solicitation title; (ii) the firm's name, business address and telephone numbers (main and fax); and (iii) the name, business title, address, email address and telephone number of the individual authorized to represent the firm and to whom the City should direct correspondence.

II. Table of Contents

The technical proposal shall include a table of contents that references each of sections therein.

III. Section 1: Understanding the Requirements and Ability to Meet

This section of the technical proposal: shall address and confirm the Offeror understands the requirements of this Solicitation and possess the ability to meet such requirements; and shall clearly outline the proposed scope of work and objectives of their Proposal as it relates to the scope and objectives of the project, product and/or service deliverables.

IV. Section 2: Approach and Work Plan

This section of the technical proposal shall describe the Offeror's proposed approach and work plan (hereinafter referred to as "Work Plan") for the planned project, as follows:

- The Offeror should clearly differentiate between tasks which will be the responsibility of the Offeror from those which will be the responsibility of the City. Absence of these distinctions shall signify that the Offeror is assuming full responsibility for all tasks.
- The Offeror must describe in detail their Work Plan for meeting the requirements of each of the tasks and activities specified in this Solicitation. The Work Plan must address the staffing levels required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. In addition, the Work Plan must address documentation and/or approvals which will be required from the City, anticipated problem areas, along with proposed solutions to such 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.

V. Section 3: Management Plan and Timeline

This section of the technical proposal shall include a timeline (hereinafter referred to as "Timeline") and a management plan (hereinafter referred to as "Management Plan") for the project as follows:

- The Timeline, which should coincide with the Work Plan, shall, at a minimum: set forth a realistic plan for the timing of each task in the Work Plan; establish beginning and completion dates for the project; and set forth any and all milestones.
- The Management Plan shall: clearly describe how the Offeror will manage and control all proposed tasks under the Work Plan and Timeline; and explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is performed properly and in accordance with the Work Plan and Timeline.

VI. Section 4: Firm Experience and Capabilities

This section of the technical proposal shall include an overview of the Offeror's firm and its commitment to provide the Services requested in this Solicitation. The Offeror shall, at a minimum:

- Summarize the organizational structure and size of their firm, and provide the firm's 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 Solicitation.
- Describe the Offeror's local office experience with similar projects, specifically with other government clients.
- Describe any local office(s) that will service the City, including size, services, area covered, and principal contact person.
- Provide the name, address, and telephone number of at least five (5) references for which the Offeror fully implemented a CMMS in the past three years; preferably local governments of similar size and which had CMMS requirements similar to the requirements specified in this Solicitation. A description of the services provided, project start and end dates and whether or not the project was completed on time shall be provided for each reference.

VII. Section 5: Staff Qualifications, Experience and Capabilities

This section of the technical proposal shall address the qualifications of staff assigned by the Offeror to the proposed project. The Offeror should, at a minimum:

- Designate a primary and alternate project manager. If the primary project manager has no experience in dealing with the accounts of governmental entities, identify the individual with this experience who will be available to work with the primary project manager.
- Describe the organization, functional discipline, and responsibilities of project team members.
- Provide a complete resume for each team member, which shall include education, professional experience, and length of time employed by the Offeror.

All personnel assigned to the proposed project shall remain assigned to the project throughout the contract period. The Offeror shall not substitute or replace any assigned personnel without the prior written approval by the City. All requests by the Offeror to substitute or replace assigned personnel must be made in writing and must include a complete resume.

The Offeror shall clearly state if they intend to subcontract any of the proposed work, and shall provide the City with the names of all such subcontractors. The Offeror shall assume full responsibility and liability for any and all work performed by a subcontractor.

VIII. Section 6: Forms and Documents

This section of the technical proposal shall include the documents and forms shown below, all of which are incorporated herein and attached hereto as Attachment A. All said documents and forms shall be completed in their entirety and, when applicable, be notarized and/or signed in ink by an authorized or duly authorized representative of the Offeror.

- Addendum and Amendment Acknowledgement Form
- Affidavit of Qualification to Propose
- Proposal Submission Certification
- Conflict of Interest Certification
- Litigation and Lien Information
- System Characteristics, Requirements and Questionnaire

B. Part B: Price Proposal

The price proposal shall be submitted separate from the technical proposal and be organized into columns that state a “not to exceed” cost for the required software/modules, maintenance & support, and training expenses. In addition, costs related to optional software/modules and reimbursable expenses shall also be included and must be broken out. Below is an example of how costs should be submitted:

I. REQUIREMENTS	
1. Software Modules:	\$
2. Maintenance & Support (Year 1):	\$
3. * Reimbursable Expenses:	\$
4. Training Expenses:	\$
TOTAL REQUIREMENTS (SUM OF 1-5):	\$
II. OPTIONS	
Optional Line Item A:	\$
Optional Line Item B:	\$
Optional Line Item C:	\$
Optional Line Item D:	\$
SUBTOTAL - OPTIONS	\$
Grand Total Requirements & Options	\$

Maintenance & Support Years 2 through 5	
Year 2:	\$
Year 3:	\$
Year 4:	\$
Year 5:	\$

* Reimbursable expenses: include travel, lodging, meal, or per diem expenses for any of the Offeror's staff who will spend time working in the City of Gaithersburg.

4.2. **PROPOSAL PREPARATION AND SUBMISSION**

The Offeror shall submit complete sets of its Proposal in a sealed package (hereinafter referred to as "Proposal Package") in accordance with and subject to the following instructions and conditions:

- A. The Proposal Package shall contain the following:
 - I. One (1) sealed envelope clearly labeled *Technical Proposal*, which shall contain one (1) original paper technical proposal and five (5) identical paper copies thereof. All documents and forms shall be completed in their entirety and, when applicable, shall be notarized and/or signed in ink by an authorized or duly authorized representative of the Offeror.
 - II. One (1) sealed envelope clearly labeled *Price Proposal*, which shall contain one (1) original paper price proposal and five (5) identical paper copies thereof. All price proposals shall be signed in ink by an authorized or duly authorized representative of the Offeror.
 - III. One (1) sealed envelope clearly labeled *Electronic Copies - Technical and Price Proposals*, which shall contain, on a compact disc or flash drive, one (1) identical electronic copy of the original technical proposal and the original price proposal.

B. The Proposal Package shall have the following information printed clearly on the outside of the Proposal Package:

- I. Solicitation Number;
- II. Solicitation Title; and
- III. Name of the Offeror submitting the Proposal Package

C. The Proposal Package shall be addressed to Andrew Barnes, Project Manager/Systems Analyst III, and shall be submitted at the following location by the Submission Deadline:

City of Gaithersburg
Department of Information Technology
31 South Summit Avenue
Gaithersburg, Maryland 20877

Any and all Proposals not received by the City by the Submission Deadline and/or that are not submitted at the above location shall be deemed non-responsive.

- D. The City shall assume no responsibility for delays or errors in the delivery of any Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt.
- E. The Offeror is strictly prohibited from submitting its Proposal by facsimile or by e-mail. Any and all Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.
- F. Any and all Proposals submitted not in compliance with any of the provisions herein shall be rejected as non-responsive and be removed from consideration.

~ END OF SECTION 4 ~

SECTION 5: Evaluation Criteria and Selection Process

5.1. AWARD

Award of the Contract, if any, shall be to the Responsible Offeror whose Proposal: (i) fully conforms in all material respects to the requirements of this Solicitation, including all form and substance; and (ii) is, in the sole discretion of the City, the most advantageous to the City, price and other factors considered.

5.2. SELECTION COMMITTEE

The City shall assign a committee comprised of personnel it considers to be stakeholders in the project (hereinafter referred to as "Selection Committee") to: review, evaluate and score all Proposals; conduct interviews, if required; and select and recommend the most qualified Offeror for the Contract award.

5.3. EVALUATION CRITERIA

The Selection Committee will evaluate each responsive Proposal on the following criteria (hereinafter referred to as "Evaluation Criteria"):

- ↳ Understanding the Requirements and Ability to Meet
- ↳ Approach and Work Plan
- ↳ Management Plan and Timeline
- ↳ Firm Experience and Capabilities
- ↳ Staff Qualifications, Experience and Capabilities
- ↳ Price

5.4. SELECTION PROCESS

Below is the anticipated selection process for this Solicitation; however, the City reserves the right, in its sole discretion, to modify this process as best may serve the interests of the City.

A. Phase 1 – Review and Evaluation of Proposals

I. Review for Responsiveness

The Procurement Manager shall perform an initial review of each Proposal to determine its responsiveness to the requirements set forth in this Solicitation. Following the initial review, the Procurement Manager shall distribute all responsive Proposals to the Selection Committee to be evaluated and scored. In the event a Proposal is determined to be nonresponsive, it shall be retained by the Procurement Manager and not be distributed to the Selection Committee.

II. Evaluation and Scoring

The Selection Committee shall evaluate and score each responsive Proposal to determine the responsibility of the respective Offeror to perform the Services and to establish a list of the highest ranking Offerors.

B. Phase 2 – Interviews, Presentations and Demos

Following the evaluation and scoring of all responsive Proposals, the Selection Committee may require an interview with the highest ranking Offerors, each of which who may be required to make a presentation and/or provide a demo(s). Following interviews, if any, the Selection Committee will score each Offeror interviewed on their interview and make a recommendation of tentative award to the City Manager or Designee. Formal award shall be contingent on the approval by the City's Mayor and City Council. The City reserves the right to require any Offeror to make a presentation and/or to provide a demo(s).

5.5. SUBSTANTIATION OF QUALIFICATIONS AND ABILITIES

Upon request by the City, the Offeror shall provide the City with any and all information and/or data requested in order to substantiate the Offeror's qualifications and abilities. The submission of a Proposal shall constitute acknowledgement and agreement by the Offeror to surrender any information and/or data requested by the City for such purposes. The City reserves the right, in its sole discretion, to reject the Proposal of an Offeror if the fails to provide all requested information and/or data, or if the investigation and/or evidence submitted fails to substantiate the qualifications and abilities of the Offeror to perform under the Contract.

~ END OF SECTION 5 ~

SECTION 6: General Terms and Conditions

The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Contract:

6.1. HEADINGS

Any and all of the headings contained in any of the Solicitation Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of any of the same.

6.2. ACCEPTANCE AND REJECTION OF PROPOSALS

The City reserves the right: (i) to accept or reject any or all Proposals in whole or in part; (ii) to waive any technicalities or informalities in Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the City. The City may reject the Proposal of any Offeror in arrears or in default to the City on any contract, debt, or other obligation.

6.3. ACCURATE INFORMATION

The Offeror certifies that all information provided or to be provided to the City is true and correct and may be relied upon by the City in awarding the Contract. Any false and/or misleading information is cause for the City to reject the Offeror's Proposal or to terminate the Contract if awarded to the Offeror. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Offeror.

6.4. ADDENDA AND AMENDMENTS

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. Any and all written communication not posted on the Procurement Webpage relative to this Solicitation shall not be considered binding, valid or enforceable. It is the responsibility of the Offeror to inquire about and obtain any and all addenda and/or amendments issued, all of which shall be published on the City's Procurement Webpage.

6.5. ALTERNATE PROPOSALS

The Offeror is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Proposals for the Services shall be rejected as non-responsive and shall be removed from consideration.

6.6. BINDING PROPOSAL

All Proposals shall remain binding for 180 calendar days following the Submission Deadline; Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City by an Offeror of its intent to withdraw its Proposal. Proposals may only be withdrawn by written notice to the City at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

6.7. CONFIDENTIALITY

- A. The City agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Offeror in strictest confidence. The Offeror shall specify in writing to the City the information and/or material the Offeror deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Offeror agrees that all knowledge and information it may receive from the City or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, if awarded the Contract, which are included or referenced in Title 4 of the General Provisions Article of the Annotated Code of Maryland, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the City Manager. This confidentiality provision shall also apply to any information, activity, or record designated by the City as being “confidential” or “privileged”.

6.8. CONTRACT AWARD

- A. It is the intent of the City to award the Contract to one (1) Offeror. The City reserves the right to award the Contract to multiple Offerors and/or to award the Contract in whole or in part. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days’ following formal award, the City may withdraw the award and award to another Offeror, or solicit new Proposals.
- B. In the event the City receives only one (1) Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Offeror that submitted the Proposal.

6.9. ERRORS IN PROPOSALS

Obvious error(s) in calculations in any Proposal may not be corrected without the prior written consent of the City and may be cause for the Proposal to be deemed non-responsive. If an error is made in an extended price, the unit price will govern.

6.10. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION

Multiple Proposals submitted in response to this Solicitation by any Offeror under the same or different names shall be rejected as non-responsive. Reasonable grounds for believing that any Offeror has interest in more than one (1) Proposal for this Solicitation, both as the Offeror and as a subcontractor for another Offeror, shall result in the rejection of all Proposals in which the Offeror has interest and disqualify the Offeror from responding to any reissuance of this Solicitation. However, a Person acting only as a subcontractor may be included as a subcontractor for multiple Offerors. The City may reject all Proposals if reasonable cause exists for believing that collusion exists among Offerors.

6.11. LATE PROPOSALS

- A. It is the responsibility of the Offeror to ensure the delivery of its Proposal by the Submission Deadline and to the location specified in Section 4.2 of this Solicitation. Any and all Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive.

- B. The submission of any Proposal by way of facsimile or e-mail is strictly prohibited; any and all Proposals submitted as such shall be rejected as non-responsive. The City assumes no responsibility for any delays and/or errors in the delivery of a Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

6.12. MODIFICATIONS TO PROPOSALS

The Offeror may only modify its Proposal prior to the Submission Deadline and in accordance with and subject to the following:

- A. The City shall consider a modified Proposal as an entirely new Proposal and shall replace the original Proposal, which shall be deemed to be withdrawn and null and void.
- B. The modified Proposal shall be subject to all the requirements, specifications and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Proposal herein, the modified Proposal shall clearly be labeled "Modified Proposal".

6.13. OPTIONAL GOODS AND/OR SERVICES

The City reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the City, and to negotiate the price of such goods and/or services with the successful Offeror or with another Offeror, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Offeror unless otherwise stated.

6.14. SOLICITATION DOCUMENTS

The Offeror is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Offeror shall make an inquiry as to such meaning and/or intent. The failure of the Offeror to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Offeror of its obligations under the Contract, if awarded to the Offeror. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Offeror fully understands everything in the Solicitation Documents.

6.15. SOLICITATION PROTEST

- A. Any protest of this Solicitation shall be in writing to the City Attorney. The provisions of COMAR Title 21.01.03.01A(7), State Procurement Regulations, do not apply to municipalities and are not applicable to this Solicitation. Protests of alleged improprieties in this Solicitation shall be filed prior to the Submission Deadline.
- B. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

6.16. USE OF BROKER

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

6.17. ACCOUNTING SYSTEM AND AUDIT

A. The Contractor certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with its budgetary and financial obligations under the Contract. In addition, the Contractor acknowledges and agrees to the following:

I. The Contractor: (i) shall maintain any and all necessary source documentation, accounting records and supporting documentation in such a manner that will provide for a separation between direct and indirect costs; and (ii) shall enforce sufficient internal controls as dictated by GAAP to properly account for expenses incurred under the Contract.

II. The Contractor: (i) shall allow the City to examine and/or obtain copies of the Contractor's records to determine and verify compliance with the terms and conditions of the Contract; (ii) shall grant the City access to such records at all reasonable times during the Contract term and for a period of five (5) years thereafter; and (iii) shall make such records available for examination and/or to obtain copies by any and all Federal, State and/or County authorities if the Contract is supported to any extent with any funds of the same.

B. The Contractor shall include a similar provision in any and all subcontracts.

6.18. ASSIGNMENT OF THE CONTRACT

The City's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other person without the express written consent of the City; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

6.19. CHANGES IN GOODS AND/OR SERVICES

The City, without invalidating the Contract, may order changes in the goods and/or Services within the general scope of the Contract, consisting of additions, deletions and/or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the City from a change in Services shall be determined by mutual written agreement between the City and the Contractor. The Contractor shall provide all of the goods and services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the City unless made in writing and signed by the City and the Contractor.

6.20. CONTRACT DISPUTES

Any and all disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the City and the Contractor, shall be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor shall 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 documents of the Contract 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 designee ("City Manager").
- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager 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/or argument. The City Attorney may participate in the hearings to protect the City's interest.
- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

6.21. DISSEMINATION OF DATA

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the same without the prior written approval of the City. The Contractor shall include a similar provision in all subcontracts.

6.22. EMPLOYMENT AS INDEPENDENT CONTRACTOR

The City and the Contractor recognize and agree: (i) that the Contractor shall act as an independent Contractor to the City; (ii) that the Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties; (iii) that neither party shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) that the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and (v) that the City shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.

6.23. ETHICS LAWS AND REQUIREMENTS

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's ethics laws, which may be found on the City's website at: <http://www.gaithersburgmd.gov/government/city-code>.

6.24. FORCE MAJEURE

The City and the Contractor acknowledge and agree that either party hereto will be relieved of its obligations hereunder in the event and to the extent that the performance of its obligations under the Contract is delayed or prevented by any cause beyond its control, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or riots ("Force Majeure"). Failure to receive necessary materials and supplies will not excuse performance hereunder unless such failure is itself due to an event of Force Majeure. A party obtaining relief under this provision shall make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

6.25. GOVERNING LAW

The Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Maryland for Montgomery County, District Court of Maryland for Montgomery County or the United States District Court of Maryland.

6.26. IMMIGRATION REFORM AND CONTROL ACT

The Contractor 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 ("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.

6.27. INCONSISTENT PROVISIONS

- A. Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency.
- B. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

6.28. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officials, employees and agents from the following:

- 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 Contractor, its employees, agents or subcontractors; and
- B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

6.29. LAWS AND REGULATIONS

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

6.30. NO LIENS

The Contractor shall have no title or interest in any of the goods delivered to the City under the Contract. In no event shall the Contractor encumber any such goods delivered to the City with any lien of any kind or offer such goods as collateral in any transaction whatsoever.

6.31. NO WAIVER

Except as otherwise specifically provided in the Contract, a waiver by either party to the Contract of any breach of any provision of the Contract, or either party's decision not to invoke or enforce any right under the Contract, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Contract shall remain in force.

6.32. NON-DISCRIMINATION REQUIREMENTS

A. The Contractor acknowledges and agrees that during the term of the Contract it shall:

- I. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
- II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion 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.

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

6.33. NONEXCLUSIVE

Nothing in the Contract shall be deemed to act as a bar to the City's solicitation or purchasing of equipment, goods or services from any other company or entity.

6.34. OWNERSHIP OF MATERIALS

Unless otherwise agreed in writing by the City and the Contractor, any work, specifications, information, data, drawings, software and other items produced under the Contract, other than any Contractor Tool, is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall become, the exclusive property of the City.

6.35. PATENTS

- A. Whenever any article, material, appliance, process composition, means or things called for by the specifications ("Materials") under this Solicitation is covered by Letters of Patent, the Contractor shall secure, prior to 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.
- B. The Contractor shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the City based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City's use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the City the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

6.36. PAYMENT TERMS, TAXES AND INVOICES

The City shall only pay original proper invoices issued in accordance with the following:

A. Payment Terms

The City's standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days. Payments considered past-due may be subject to incurred interest not to exceed one percent (1%) per month.

B. Taxes

The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not be liable for or pay or reimburse the Contractor for any such taxes. A copy of the City's Sales and Use Tax Exemption Certificate is provided below.



C. Invoices

Original invoices shall include at a minimum, the Contractor's name, address, telephone and fax numbers, and if applicable, email address and corresponding purchase order number. Invoices shall be submitted to: City of Gaithersburg, Accounts Payable Division, 31 South Summit Avenue, Gaithersburg, Maryland 20877.

6.37. RECORDS

- A. The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of five (5) years following payment of the Contractor's final undisputed proper invoice for the complete rendered Services. The Contractor shall make available to the City, State of Maryland and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.
- B. The Contractor shall include similar provisions in all subcontracts.

6.38. SUBCONTRACTORS

The Contractor acknowledges and agrees: that if it shall be necessary to hire or subcontract with competent personnel to fulfill its obligations under the Contract, it shall do so at its own expense; and to ensure that any and all work assigned to any subcontractor shall be performed in compliance with all of the terms and conditions of the Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

6.39. SURVIVAL

The representations, warranties and indemnities contained herein shall survive the termination of the Contract.

6.40. TERMINATION

A. Termination for Cause

- I. If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the City by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In addition, the Contract may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.

- II. In the event of such termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

B. Termination for Convenience

- I. The City may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the City for lost profits in conjunction with a termination for convenience.
- II. The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the City's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

The City shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the City may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the City. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 6~

SECTION 7: Special Terms and Conditions

7.1. INSURANCE

- A. The Contractor shall, at all times during the term of the Contract, carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:
- I. Comprehensive commercial general liability insurance in an amount no less than one million dollars (\$1,000,000);
 - II. Professional liability insurance (errors and omissions) in an amount no less than one million dollars (\$1,000,000); and
 - III. Workers' compensation insurance for all non-City employees and workers in an amount not less than one million dollars (\$1,000,000).
- B. The City shall be named as an additional insured under the comprehensive commercial general liability policy, and shall receive at least thirty (30) days written notice of any cancellation or adverse material change in that policy, such that any cancellation or adverse material change shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- C. Prior to the execution of the Contract, the Contractor shall provide the City with a certificate of insurance, which shall: (i) evidence the above policies; (ii) name the City as additional insured with respect to the comprehensive commercial general liability insurance policy only; and (iii) contain a provision that requires the Contractor's insurers to provide the City with a written notice of any cancellation or adverse material change in the insurance and that such cancellation or adverse material change shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- D. The Contractor acknowledges and agrees that its failure to provide the City with a certificate of insurance and/or the failure by the City to demand the delivery of said certificate shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the Contractor shall hold the City harmless from any liability arising as a result of any such failure(s).

7.2. PAYMENTS

Payments under the Contract shall be based on the Contractor's completion milestones, to be later established and agreed upon between the City and the Contractor, and following the receipt of undisputed proper invoices for the same, which are issued in accordance Section 6.36 of this Solicitation.

7.3. CONTRACTOR PERSONNEL

The Contractor shall utilize the team members listed in their Proposal. Substitution of such team members shall only be permitted with the prior written permission of the City.

~ END OF SECTION 7 ~

SECTION 8: Scope of Work, Requirements and Specifications

8.1. OVERVIEW

The City wishes to purchase a comprehensive, efficient, robust, flexible and easy to use CMMS for use by its Department of Public Works, Division of Facilities Maintenance and Capital Projects (hereinafter referred to as the “Division”). The Division will use the CMMS to manage work orders, assets and an inventory of assets for all buildings loaded into the CMMS.

8.2. ABOUT THE CITY

With just over 67,000 residents located in the heart of Montgomery County, Gaithersburg is one of the largest cities in Maryland. The City occupies approximately 10 square miles in the geographic center of Montgomery County, Maryland. The southeastern border of the City lies just 13 miles from the northwestern border of Washington, D.C.

The City operates under the council-manager form of municipal government, with the City Manager being appointed by the City Council. The Mayor and City Council are elected to staggered four-year terms, and the Mayor serves as Council President. In addition, Gaithersburg is a CHARACTER COUNTS! City and embraces the Six Pillars of Ethics as created by the Michael Josephson Institute of Ethics. The City adopted this nationwide program in 1995 to promote respect, responsibility, fairness, caring, trustworthiness and citizenship.

8.3. BACKGROUND INFORMATION

The Division is responsible for the care and maintenance of City buildings, which includes utilities (approximately 225 meters), custodial services, routine maintenance services and repair services.

The Division consists of ten (10) staff members, five (5) of who are responsible for completing work orders and the regular maintenance; these five staff members are hereinafter referred to collectively as “Maintenance Technicians” and sometimes individually as “Maintenance Technician”.

The Division currently uses Infor MP2 6.1 (hereinafter referred to as “MP2”) to manage work orders only. Currently, all work order requests are submitted by end users through a custom web-based form located on the City’s intranet, which emails the work order requests to Division staff. Once a work order request is received, Division staff will review the request and manually open a work order in the MP2, as needed. Work orders are printed and distributed to the Maintenance Technicians each day.

No data from the current MP2 system will be imported into the new CMMS. The City does not currently utilize any type of tagging system for asset tracking.

8.4. SCOPE OF WORK

The Contractor shall be responsible for the following under the Contract:

- A. Fully implementing the CMMS.
- B. Providing training to Maintenance Technicians and system administrators on the CMMS.
- C. Providing annual software maintenance on the CMMS.

- D. Providing a file import specifications document for importing assets and work orders.

8.5. CMMS CAPABILITIES AND REQUIREMENTS

The CMMS shall be capable to meet all of the requirements specified in the System Characteristics, Requirements and Questionnaire, which is attached hereto in Attachment A. The following information is intended to provide an overview of the minimum requirements of the CMMS, and is not intended to be all-inclusive:

A. Work Orders

The CMMS shall have the following work order capabilities:

- For end users to submit work orders directly into the CMMS without any data entry by Division staff.
- To associate work orders to one asset, multiple assets, or no assets.
- To track associated costs, such as associated labor, consumed materials and replaced/repaired equipment.
- To support workflow management, including business process workflows and rule based workflow routing.

B. Assets

The CMMS shall have the following asset capabilities:

- To register assets. An asset is any item, thing or entity that has potential or actual value to the City.
- To catalog pre-determined asset characteristics (See ID 4.1 in System Characteristics, Requirements and Questionnaire).

C. Preventative Maintenance

- I. The CMMS shall have preventative maintenance capabilities, which include the following:

- Configure and set preventative maintenance schedules for assets.
- Forecast forthcoming preventative maintenance work orders.

- II. Ideally, preventative maintenance work orders for assets will be triggered by asset item usage, number of historical incidents opened against the asset (or a part of the asset), or an interval day/time (predetermined schedule).

D. Mobile

The CMMS shall have the capability for Maintenance Technicians to open, review, update and close work orders and preventative maintenance tasks via mobile devices.

E. Reporting

The CMMS shall have the following reporting capabilities:

- Allow graphical and tabular evaluation of work orders by classes such as asset, location, cost and scheduled maintenance and unscheduled maintenance.

- ↳ Allow users to have data presented in a way that displays status of the day and historical trends of assets.

8.6. CURRENT TECHNICAL INFRASTRUCTURE

- A. The City has approximately 300 standard desktop computers running 64-bit Windows 7 Enterprise SP1 with a minimum of 4 gigabytes of RAM and 1 gigabit LAN connections. Desktops all have 32-bit Microsoft Office Professional Plus 2010 installed. Exchange 2010 and Outlook 2010 are utilized for email and calendaring.
- B. Maintenance Technicians are currently equipped with smartphones, which range from iPhone 4S to iPhone 5S and use Verizon's network. Smartphones are generally replaced every two to three years due to normal wear and tear; however, replacements may be necessary before the normal replacement cycle. Mobile phones carriers may be either Verizon or AT&T. There are currently no deployed tablets or laptops across maintenance personnel.
- C. VMware is utilized where possible for virtualized servers (where applicable).
- D. SQL Server 2008 R2 or later is the preferred RDBMS (where applicable).

~ END OF SECTION 8 ~

SECTION 9: Attachment A



City of Gaithersburg

Affidavit of Qualification to Propose

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

I HEREBY AFFIRM THAT:

1. I am the _____ and the duly authorized representative of the entity _____ and that I possess the legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

*2. The entity _____ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.

3. Except as described in Paragraph five (5) below, neither I nor the above entity, 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 three (3) above, with the date, court, official, or administrative body; the individuals involved and their position with the entity; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.

5. Neither I nor the above entity, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the Offeror, or any other person substantially involved in the Offeror'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 proposals for public or private contracts; (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 private contract; (4) been convicted of a

Affidavit of Qualification to Propose

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 of Maryland, another state or the United States for acts or omissions in connection with the submission of proposals for public or private contracts.

6. Offeror hereby declares that this Proposal is made without any connection or collusion with any person, entity or corporation making a Proposal 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 Proposal is accepted, this Offeror will contract to do, for the price stated in the 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: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Conflict of Interest Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

Name of Entity: _____

* 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 no
Name of Entity
employee, agent or elected official of the City of Gaithersburg, or member 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 Proposal submission, will furnish to the City, 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
Name of Entity
employee or agent of _____ is a member, employee,
Name of Entity
or elected official of the City of Gaithersburg of any agency, commission, or board of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If unable to so certify, the details of any such relationship with the City of Gaithersburg are as follows:

Conflict of Interest Certification

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: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Litigation and Lien Information

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

LITIGATION INFORMATION

Is your entity currently involved in any litigation or had a litigation claim(s) within the previous twenty-four (24) month period?

Yes / No

If yes, please provide a detailed list including case number, jurisdiction, status and brief summary of such litigation.

<u>Case Number</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Summary</u>
_____	_____	_____	_____
_____	_____	_____	_____

LIENS

Does your entity have any outstanding mechanics liens?

Yes / No

If yes, please explain: _____

Does your entity have any outstanding tax liens?

Yes / No:

If yes, please explain: _____

Signature Title Date

Printed Name



City of Gaithersburg

Proposal Submission Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

PROPOSAL SUBMISSION CERTIFICATION

The response to Solicitation No. _____ as submitted includes this Proposal Submission Certification Form and the Affidavit of Qualification to Propose Form, Conflict of Interest Certification Form, and Litigation and Lien Information Form. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my entity has met the minimum selection criteria as outlined in the Solicitation document.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____

Printed Name

Name of Offeror: _____

SYSTEM CHARACTERISTICS AND REQUIREMENTS

This Section outlines the characteristics and requirements for the Computerized Maintenance Management System. Offerors shall respond to each Category and ID with one of the seven (7) Response Codes shown below, regardless of whether or not specified as “Required”.

RESPONSE		RESPONSE CODE	RESPONSE DESCRIPTION
Existing Functionality	=	Existing Functionality	Feature is delivered as standard functionality in the core version of the software being proposed and can be demonstrated by the Offeror.
Existing Functionality w/ Optional Module	=	Existing Functionality w/ OM	Feature is available as an optional component to the core version of the software being proposed and can be demonstrated by the Offeror. Please indicate the optional module and include the pricing in the Cost section of the RFP.
Future	=	Future	Feature is not currently included but will be available in a future release. Indicate expected time frame.
Customer Customization	=	Customer Customization	Not included. Tools are provided for customization at no additional cost.
Offeror Customization	=	Offeror Customization	Not included. Offeror provides customization at an additional cost.
Third Party	=	Third Party	Feature is provided by a third party partnering arrangement. Indicate any preferred partner agreements and include pricing in the Cost section of the RFP.
Not Available	=	Not Available	Requirement cannot be met.

EXAMPLE	CATEGORY	ID	FEATURE DESCRIPTION	REQUIRED	RESPONSE CODE
	Example	0.00	Does your system allow for data entry from all users?	Yes	Y – Existing Functionality
	Example	0.01	Does your system allow for the ability for users to login from different planets?	Yes	N – Not Available

CATEGORY	ID	FEATURE DESCRIPTION	REQUIRED	RESPONSE CODE
1. Architecture and Technology	1.1	Is an active network connection required for maintenance technicians to work on requests?	No	
	1.2	Is an active network connection required for staff to open work order requests?	No	
	1.3	Has support for Microsoft Windows 10?	No	
2. Assets	2.1	Ability to catalog each asset	Yes	
	2.2	Ability to assign attributes to assets such as; types, subtypes, location, manufacturer, barcoding, etc.	Yes	
	2.3	Ability to optionally assign an asset to a work order	Yes	
	2.4	Ability to attach supporting documentation to an asset; such as, but not limited to; PDF, CAD, images, Office documents, etc.	No	
3. Database	3.1	Do you provide your clients with a data dictionary?	No	
4. Mobile	4.1	Ability to receive work orders in the field real time via mobile device	Yes	
	4.2	Is there a web a version the application that is targeted for mobile devices?	No	
	4.3	Ability for end users to submit work order requests via mobile device	No	
	4.4	Ability to view work order attached documents via mobile device	No	
5. Preventative Maintenance	5.1	Ability to track scheduled maintenance and issue alerts when the scheduled maintenance date is approaching	Yes	
	5.2	Ability to generate recurring maintenance schedules on a "every X days", daily, weekly, monthly, quarterly or annual basis in a calendar format	Yes	
	5.3	Ability to store schedule templates for quick creation of frequently used schedules	No	
	5.4	Ability to store task boilerplates for quick creation of frequently used tasks	No	
6. Security	6.1	Does your application allow for customer defined password methodology?	No	
	6.2	Does the software use active directory passwords to gain access to the system?	No	
7. Reporting	7.1	Provides "open" system so that it can be used with other report writer tools.	Yes	
	7.2	Report users can output reports in Adobe PDF format, Microsoft Excel, and Microsoft Word format.	Yes	
	7.3	Ability to present Key Performance Indicators (KPI) results in a dashboard	Yes	
8. Support	8.1	If hosted, are periodic updates / upgrades mandatory?	No	
9. Work Order System	9.1	Maintain a database of employees	Yes	
	9.2	Are the types of Work Orders Classes and their nomenclature editable?	No	
	9.3	Are the priority levels editable?	No	
	9.4	Does a piece of equipment have to be tied to a physical asset?	No	

9. Work Order System Continued	9.5	When creating a work order request, will an asset be required for request submission?	No	
	9.6	Ability to associate labor rate(s) with employee technician (employee) record	Yes	
	9.7	Maintain a database of vendors	Yes	
	9.8	Ability to associate provided service(s) with vendor record(s)	Yes	
	9.9	Ability to capture labor hours associated with a work order	Yes	
	9.10	Ability to capture materials associated with a work order	Yes	
	9.11	Ability for system users to perform ad hoc queries of work orders, including by work order status, technician, contract, asset, asset type, location and date range	Yes	
	9.12	Ability to print work orders individually	Yes	
	9.13	Ability to print work order in batches	Yes	
	9.14	Ability to automatically populate work order requestor's information such as: name, phone number, location and email address	Yes	
	9.15	Ability to set up and configure work flow based upon specific work types	Yes	
	9.16	Ability to define work order types	Yes	
	9.17	Ability to assign priority levels to work orders manually and automatically	Yes	
	9.18	Ability to reject work order requests	Yes	
	9.19	Ability to systematically provide work order status updates to work order submitters and assigned technicians	Yes	
	9.20	Ability to attach at least one asset to a work order	Yes	
9.21	Ability to automatically send notifications to end-users and maintenance staff when work orders have been created and when any changes have been made to the work order.	Yes		
9.22	Ability to add comments not less than 1000 characters, as well as attach additional files of any type and size to provide greater detail to the work order.	No		

NARRATIVE QUESTIONS AND RESPONSES

This Section includes narrative questions/statements for the Computerized Maintenance Management System. Offerors shall provide a response to each Category and ID.

EXAMPLE	CATEGORY	ID	NARRATIVE QUESTION	NARRATIVE RESPONSE
	Example	0.00	How many employees do you have working in the organization?	Organization employs approximately 150 employees. These employees are located throughout the United States, some are located at remote sites, but majority of our staff work onsite at our headquarters.

CATEGORY	ID	NARRATIVE QUESTION	NARRATIVE RESPONSE
1. Architecture and Technology	1.1	Describe your licensing model and any license limits that may exist (concurrent users, named users, etc.).	
	1.2	If you offer a hosting solution, describe your hosting environment?	
	1.3	Provide a brief description of the security measures you provide in your hosting environment. If data centers are physically secured, describe the method/technology used.	
	1.4	Provide a brief description of your disaster recovery capabilities.	
	1.5	Describe your application architecture.	
2. Assets	2.1	Attach clear screenshots of the asset entry area.	
3. Database	3.1	What database platforms does your application support?	
	3.2	Describe the City's responsibility (if any) in maintaining and managing the database(s).	
	3.3	Describe the application's hardware requirements.	
	3.4	Describe any tools and methods available for customizing your application. Can the City perform these customizations or can only the Offeror need to modify the system?	
	3.5	If and when the City ceases using the solution, describe how the City's data is provided back to the City?	
4. Inventory	4.1	Type Location Function and Area Served Manufacturer Model Number Serial Number Capacity, if applicable Installation Date Estimated Remaining Life	
5. Miscellaneous	5.1	Does the solution have the ability to track energy usage? If so, please describe the ability.	
	5.2	Does the solution have the ability to provide capital forecasting? If so, do you provide condition assessment services during implementation? If so, please describe the ability.	
	5.3	Describe the solution's stockroom inventorying capabilities, if any.	
	5.4	Describe the solution's barcoding capabilities, if any.	
6. Mobile	6.1	Is there an installed mobile application available? If so, which mobile operating systems and versions are supported?	
	6.2	Indicate any additional hardware, software, and network configuration requirements to support mobile support	

6. Mobile Continued	6.3	Describe how end-users are able to submit and review work order status via mobile device.	
	6.4	If possible, describe how records (assets, work orders, etc.) can be updated locally if the mobile connection is not available, and then be written when the network connection is re-established (a.k.a. offline mode).	
7. Reporting	7.1	Describe the solution's dashboard interface, if one exists.	
	7.2	Describe the ad-hoc report writer that is delivered with your software.	
	7.3	Describe any ability to provide on-line analytical processing (OLAP) in order to view data from multiple angles.	
	7.4	Describe any point-in-time reporting capabilities.	
	7.5	Provide list and description of all canned reports.	
	7.6	Which report writer tools are supported, if any?	
8. Support	8.1	What is the experience level of your service and support staff? What is the average length of service in your support area?	
	8.2	How often do you release new versions of your software?	
	8.3	What type of support is offered?	
	8.4	What are the support coverage hours?	
9. Training	9.1	Provide an overview of your training programs and delivery methods.	
	9.2	What software training materials do you provide?	
10. Work Order System	10.1	How many types of Work Order are supported by your software?	
	10.2	How many priority levels does the application support?	
	10.3	Describe the technician work order user-interface	
	10.4	Attach clear screenshots of the technician work order user-interface	
	10.5	Attach clear screenshots of the staff (non-technician) work order user-interface	

Offeror's Signature: _____ **Date:** _____