

Request for Proposal

Computer Equipment Lease Program for the City of Gulfport

The City of Gulfport is soliciting sealed proposals from individuals and/or firms to provide a city-wide computer equipment leasing program.

One (1) original, three (3) copies and one (1) digitally converted copy of the completed proposal must be received by the Procurement Department, 2nd Floor of the Hardy Bldg, 1410 24th Avenue, Gulfport, MS 39501 at or before 5:00 PM on the 8th day of April, 2015 at which time they will be delivered to the Selection Committee. Any proposal turned in after the stated time and date will be returned unopened.

Information packages concerning the request for proposal are available at the Office of Procurement, 1410 24th Avenue, Gulfport, MS 39501 between the hours of 8:00 AM and 5:00 PM, Monday through Friday. All inquiries shall be in writing and directed to Connie Debenport, 1410 24th Avenue, Gulfport, MS 39501; cdebenport@gulfport-ms.gov.

The selection committee will review each proposal based on the grading criteria published in the RFP document and will assist the City's governing authority in evaluating the submissions and assessing the most qualified. The governing authority retains the ultimate authority in making these determinations. The committee may develop a short list from which interviews will be scheduled and evaluation will be based in part on review of ONLY the data submitted in response to the request for qualifications. Upon final selection and a determination made by the City's governing authority, negotiations may commence and a written contract may be awarded to the individual/firm whose proposal is determined by the governing authority to be the most qualified.

The Governing Authority of the City of Gulfport reserves the right to reject any and all bid proposals, and shall reject any and all bid proposals not materially responsive to this Notice of the Bid Specifications, and reserves the right to waive any and all irregularity or informality of the of the bid proposals. Selection by the Governing Authority shall not bind the Governing Authority until a final contract is agreed upon and approved.

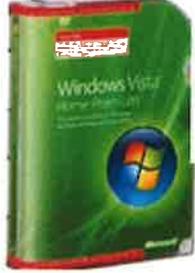
The Bid Proposal Form with instruction and any addenda, final Contract Specifications, Resolution of the City council, and this Notice shall all be included as a binding part of the Contract, and are pertinent to any bid proposal, and may, together with any information packet be obtained by prospective bidders for the Office of Procurement, 2nd Floor hardy Bldg., 1410 24th Avenue, Gulfport, MS 39501.

Proposals may be held by the City of Gulfport for a period not to exceed 60 days from the date of the receipt of the proposal.

Direct contact with any city employee, including the Governing Authority, on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

By order of the Gulfport City Council, this the 3rd day of March 2015.

Dates of Publications: 03-06-15
03-13-15



Request for Proposals

Computer Equipment Lease Program

City of Gulfport
Date: February 6, 2015



**Office of Procurement
1410 24th Avenue
Gulfport, MS 39501**

February 6, 2015

**Request for Proposals
For
Computer Hardware and Equipment Lease Program**

The City of Gulfport desires to enter into an annual contract for the lease of various computer related hardware and equipment. The City of Gulfport desires that the contract will be renewable on an annual basis for a period of four additional years. Minimum requirements will be re-assessed before each year's lease. The leased equipment will be under warranty for the full term of the lease. Initial pricing should be based on approximately 12 HP DL380 Gen9 24SFF CTO Servers with all necessary related hardware equipment along maintenance support, with taxes and return of equipment to Lessor at the end of the lease. Individual orders for any additional necessary equipment will be placed on an "as needed" basis with no minimum order specified.

I. STATEMENT OF WORK

- Equipment quoted MUST be selected from the State of Mississippi's Express Products List (EPL) and/or the U.S. General Services Administration (GSA) approved list.
- Proposer to provide cost basis sheet with submittal.
- Equipment proposed must be ordered and deliverable to City of Gulfport within thirty (30) calendar days after the receipt of individual orders.
- Any equipment that is not functioning properly at the time of delivery will be replaced at the expense of the lessor.

De-Installation Requirements

The successful bidder will be required to provide de-installation services as outlined below:

- Allow the city of Gulfport MIS Department or their "contracted party" to "will wipe" and/or destroy and/all user data from any returned hard drives/format the local hard drive to remove all user data and provide the lessee a certificate verifying the removal of data to the lessee.
- Pickup and shipping costs for equipment at the end of the lease is the responsibility of the Lessor. This should include labor, packing the products in appropriate packaging and removing all packing materials from the premises. The City of Gulfport will receive the new equipment a minimum of 30 days before the replacement equipment is picked up.

- City of Gulfport does not have a dock and will have to have at least 3 days' notice of delivery to procure labor to unload equipment.
- Lessors must provide a list of at least 3 customers, including contact persons and telephone numbers, comparable in size to the City of Gulfport where products and/or services such as those proposed by the Lessor have been delivered.

II. PROPOSED FORMAT

A. Technical Proposal

In order for your proposal to be properly evaluated, you must submit a Statement of Qualifications and Experience in sufficient detail that the grading criteria listed in this proposal can be evaluated. Grading Criteria is listed in Section III.

Proposals will be reviewed by the Selection Committee, using the following selection criteria. Each member of the committee will assign points to each criteria based on the content of the proposal. Negotiations will be conducted initially with the firm receiving the highest number of votes, as rated by the Selection Committee. If a mutually satisfactory contract cannot be negotiated with the firm, the firm will be requested to submit a best and final offer, in writing, and if a contract cannot be reached after the best and final offer, negotiation with that firm will be terminated. Negotiations then will be initiated with the subsequently listed firm in the order of rating, and this procedure will be continued until a mutually satisfactory contract has been negotiated. In addition to reaching a fair and reasonable price for required work, the objective of negotiations will be to reach an agreement on the provisions of the proposed contract including scope and extent of work and other essential requirements.

Lessors may include anything unique in their proposed solution, which adds value to the products/services provided to the City of Gulfport. The cost of this added value must be explained and justified in the proposal.

Non-Collusion Statement

By submission of a proposal, the Lessor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- a. The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Lessor or with any competitor.
- b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Lessor prior to opening, directly or indirectly, to any other Lessor or to any competitor.
- c. No attempt has been made, or will be made, by the Lessor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Conflict of Interest/Contingency Fees/Certification by Subcontractors

By submission of a proposal, the Lessor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- a. No circumstances exist which will cause a Conflict of Interest in performing the services required by this RFP, that no employee of the County, nor any member thereof, nor any public agency or official affected by this RFP, has any pecuniary interest in the business of the Lessor or his Subcontractor(s), and that no person associated with the Lessor or his Subcontractor(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.
- b. The Lessor also warrants that he and his Subcontractor(s) have not employed or retained any company or person other than a bona fide employee working solely for the Lessor or Subcontractor(s) to solicit or secure a contract agreement with the City of Gulfport, as related to this RFP, and that he and his Subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Lessor or his Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.
- c. The successful Lessor shall require each of his Subcontractor(s) to sign a statement certifying to and agreeing to comply with the terms of (a) and (b) above.

Indemnification/Hold Harmless Agreement

By submission of a proposal, the selected Lessor agrees to indemnify City of Gulfport and, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless City of Gulfport, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or loss arising out of or resulting from claims resulting in whole or in part from any actual or alleged act or omission of the Lessor, any subcontractor, anyone directly or indirectly employed by any of them; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights or other intellectual property rights by the Lessor in the performance of work; or c) liens, claims or actions made by the Lessor or other party performing the work, as approved by the City.

The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Lessor or his subcontractor(s), as approved by the City, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

III. CRITERIA FOR SELECTION

The following selection criteria are examples of areas that can be used as the basis for the evaluation of proposal. The criteria are listed should be in order of importance.

1. Annual Lease rate good for the 5 years covered by contract.
2. Adherence to proposal format.
3. Bidder's reputation and ability to provide required equipment and services.

IV. CONTRACT ADMINISTRATION

A. Project Manager

The City of Gulfport will designate a Project Manager to coordinate this project for the City. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Manager.

B. Expenses of Preparing Responses to this RFP

The City of Gulfport accepts no responsibility for any expenses incurred by the responders to this RFP in the preparation of their responses. Such expenses are borne exclusively by the responders.

C. Submittal Instructions

One (1) original, three (3) copies and one (1) digitally converted copy shall be submitted to the Purchasing Office, 1410 24th Avenue, Gulfport, MS 39501, no later than 5:00 pm local time on April 8, 2015, after which time they will be delivered to the Selection Committee. Any proposal submitted after the date and time as noted will be returned unopened.

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City.

All proposals submitted under this RFP shall become the property of the City of Gulfport and will not be returned

D. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of ninety (90) days from proposal submission deadline, and must be so marked.

E. Acknowledgement of Addenda

Addenda may be issued in response to changes in the Request for Proposals. Addenda must be acknowledged by signing and returning the addenda form. Acknowledgements must be received no later than the proposal due date. If acknowledgments are returned with the proposal, they must be submitted with the technical proposal only. Failure to properly acknowledge any addendum may result in a declaration of non-responsiveness by the Governing Authority.

Proposer acknowledges receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

V. AWARD OF CONTRACT

A selection committee will review and rate all proposals and may determine an interview list of the firms whose proposal is highest rated based on qualifications and information provided.

Interview listed firms may be scheduled for oral presentation to the selection committee, not to exceed one hour's duration, responding to questions from the selection committee relevant to the firm's proposal.

The selection committee may then rescore all interview-listed firms based on the information submitted and oral interview, and will compile a new list ranking those firms. After all rating is completed, the committee will open cost proposals of only the final short listed firms and will include the cost proposal information along with its recommendation to the Administration and City Council, who will make the final decision as to award of Contract.

Authorizations

Proposals are to be signed by those officials and agents duly authorized on behalf of their respective institutions to sign proposals and contracts.

Cancellation

The City may terminate this contract at any time without cause, in whole or in part, upon giving the Lessor a thirty (30) day written notice. Upon such cancellation, the Lessor shall immediately cease services at the conclusion of the thirty (30) day notice period. The City shall be liable and responsible to the Lessor only to the extent of work already performed. Should services be unsatisfactory or untimely, the City shall have the right to cancel the services immediately pursuant to a written notice that identifies the failure to the Lessor. Cancellation shall not release the OFFEROR from legal remedies available to the City.

The Contractor may not cancel the award during the initial contract term, but may, upon sixty (60) days written notice to the City, cancel the contract during subsequent terms.

Disqualification of Proposer

Although not intended to be an inclusive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proposer and the rejection of his proposal:

1. Evidence of collusion among proposers.
2. Lack of competency as revealed by either financial statements and/or experience as submitted or other factors.

3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
4. Default or termination on a previous contract for failure to perform or otherwise.

Questions

Questions regarding this RFP should be directed to the Purchasing Office by email: cdebenport@gulfport-ms.gov or facsimile (228) 868-5704, *not less than seven (7) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

Direct Contact

Direct contact with any City employee, including the Governing Authority, on the subject of this proposal, is strictly forbidden. Violation of this paragraph will result in disqualification of your proposal.

Trade Secrets/Proprietary Information

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Mississippi Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not "proprietary" or "confidential". They are considered public information.*

Please mark one:

No, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

Yes, the submittal I have turned in does contain trade secrets and/or proprietary information. If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled "PROPRIETARY INFORMATION" in red ink at the top and bottom center of each page.

Do Not Mark the Whole Proposal Proprietary

The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

VENDOR INFORMATION

Company/Firm Name	
Authorized Representative (print)	
Authorized Representative (signature)	
Address	
Phone Number	
Facsimile Number	
Email	
Website (if available)	