



Requests for Qualifications Information Technology Managed Services RFQ 2023-009 Town of Salem NH

SALEM PURCHASING

Gia Faccadio, Purchasing Agent

Nicole McGee, Finance Director

Christopher Dillon, Town Manager

603-890-2120

cdillon@salemnh.gov

REQUEST FOR QUALIFICATIONS
RFQ 2023-009
INFORMATION TECHNOLOGY MANAGED SERVICES

The Town of Salem is requesting proposals from qualified professional information technology managed services providers. The selected qualified vendor will enable the Town to improve and maintain Information Technology (IT) effectiveness, enhance its quality-of-service delivery (including cybersecurity readiness and infrastructure resilience), minimize support costs, and maximize return on investment.

Contract duration shall be three (3) years, with a start date beginning on June 1, 2023. The Town may, at its sole option and discretion, annually extend the contract with the BIDDER based on performance. The Town reserves the right to complete the same services with other contractors at any time, should it determine it to be in its best interest.

Prospective Bidders are requested to submit proposals clearly marked as “**RFQ 2023-009 Information Technology Managed Services**” with the vendor’s name and address on the front. One (1) signed original hard copy, five (5) separate hard copies, and one (1) electronic copy (in PDF format on a portable USB drive) of the qualification’s proposal shall be submitted along with the fees to complete the services described in the proposal in a secure/sealed package. Proposals submitted by fax or email will not be considered. Copies of the RFQ may be obtained from the Town’s purchasing website: <https://www.townofsalemnh.org/purchasing>. All questions regarding this RFQ shall be directed through the office of the purchasing agent in writing to Gia Faccadio, [gfaccadio@salemnh.gov](mailto:gfaccaadio@salemnh.gov).

Bidder proposals must be received at the office of the Purchasing Agent, at the address below, no later than **11:00 AM, Tuesday, May 2, 2023**. Late proposals will not be considered. A pre-proposal meeting will not be conducted. All Bids must be received in a sealed envelope, **clearly marked**:

RFQ 2023-009
IT Managed Services
Attn: Purchasing Office
Town of Salem NH
33 Geremonty Drive
Salem NH 03079

The Town reserves the right to reject any or all proposals and/or to limit this procurement to a portion based on the availability of funds and/or as deemed in the best interest of the Town.

Background Information

The Town of Salem, NH provides municipal services to approximately 29,500 residents. The town’s physical network is contained within the geographic footprint of the Town of Salem, New Hampshire. The virtual networks are both onsite and off-site. The town currently has fourteen physical building locations that need to be supported. These locations are interconnected by the town owned dark fiber and terminated at those locations. The town also uses cellular, point to point wireless and other means of connectivity.

The Town uses a qualified outsource manager service provider to support the current network. The network is in a hybrid architecture utilizing a combination of virtualized on-premises systems and cloud-based solutions. The operating systems standard are Windows Server (2016+) and Windows Desktop (Win10+). The town utilizes two of its facilities as primary and secondary server locations for town operations and public safety. All facilities have networking and computer technology onsite. There are currently fourteen physical servers, five ESX virtualization host servers, twenty VMware virtual servers and around 275 network client endpoints which

consist primarily of desktops and laptops that work in AD two domains and in two network environments that are isolated from each other.

Salem current standards for equipment and software are:

- Dell Servers
- Dell Computers and Laptops (non MDT)
- Sonicwall Firewall
- HP Switches
- Microsoft Product Suite
- Microsoft Server Operating System
- Xirrus Wireless
- Sophos Anti-Virus
- VEEAM / Axcient / Marcrium Backups Solutions
- Sinology Network Attached Servers
- Microsoft Azure Hosted Platform
- Microsoft 0365
- Mitel phone equipment

Minimum Qualification:

Managed Service Providers must demonstrate that it meets the following minimum qualifications. Firms without these qualifications will not be considered.

Manage Services Providers Prior to Bidding are required to:

- Have currently support one existing municipal client as their managed service provider
- Have all staff have CJIS Security Awareness Certifications (CJIS LEVEL 4)
- Have at least one public safety client using IMC
- Have at least one public safety client using RedAlert
- Have at least one client using O365 with more than 50 users
- Have at least one client utilizing VMware
- Have at least one client using Dell Sonicwall
- Have at least one using Mitel Phone equipment
- Have at least one client using MuniSmart
- Have at least one client using Vision
- Have at least one client use antivirus software
- Have at least one client use time and attendance software

Preference will be given to those providers that demonstrate the following qualifications.

Manage Service Provider should have working knowledge of these municipal applications:

- Clerk Works
- Vue Works
- Neptune
- AutoCad
- Invoice Cloud
- Arc GIS
- ViewPoint
- Other municipal software
- Sophos
- Kronos

Vendor must have the ability to integrate hardware and software, proven assessment management and tracking capabilities, excellent technical skills, a strong customer service focus and strong communication

skills.

Vendor's technicians/engineers should be familiar with the listed software above and current network software and services.

The current firm supplies a full-time on-site network support engineer and also a four hour per week onsite IT director to meet with Town Manager and manage ongoing support and projects. MSP also must support 24/7/365 monitoring with RMM and support tools.

This RFQ contains 2 options with 1 alternative.

1. The qualified firm to provide IT Managed Services Monitoring with on-site full-time presence 5 days a week including six hours a week of IT leadership.
 - 1a. (alternative) In addition to the on-site full-time presence, the Town would like a proposal for a second person once a week (8 hours) to assist emergency services (Police, Fire, Municipal Services).
2. The qualified firm to provide IT Managed Services Monitoring without full time presence

Scope of Services Required

The scope of services is intended to ensure proper operation of the Town's Technology Infrastructure located in multiple buildings within the Town. The managed services provider will be responsible for being a full-service technology partner to the town. This includes technology leadership and road mapping as well as operational responsibility for best practice management, maintenance, deployment, and monitoring of network assets, data, and systems used by the town. A successful partner for the town will be able to go beyond operationalizing our technical infrastructure, and help our town in the areas of cybersecurity, disaster recovery, and enterprise lifecycle management of hardware and software assets.

The managed services provider will be held to agree upon uptime measurements, time to resolution measurements, and may be asked to participate in yearly third-party cybersecurity, infrastructure, and performance audits.

These roles are anticipated to include but not limited to the following:

Server Management

1. Installation, maintenance and administration of hardware and operating systems including monitoring disk space, CPU, and memory utilization all server host metal, physical server and ESX virtualized operating systems
2. Administrate two Active Directory Domains
3. 24/7/365 monitoring of hardware availability and warnings and errors in the system, application, security, DNS, and replication logs
4. Daily health checks, automated weekly reports to select town staff
5. Troubleshoot problems identified through monitoring and resolve in a timely fashion
6. Vendor must respond to network or system outages immediately due to the nature of this operation
Protect to the best possible in the scope of budget the town users and infrastructure from cyber threats

Workstation & Printer Management

1. Installation, maintenance and administration of hardware and operating systems including updates and patches for approximately two hundred Desktop, Laptops and Tablets as well as approx. 305 end users
2. Monitor Microsoft Updates for the operating systems and core applications on a continuous basis, including patches, fixes and service packs
3. Bundle non-critical updates into a single load, involving less disruption to operations

4. Load critical updates to entire network infrastructure
5. Installation and administration of approx. 50 networked or local laser and inkjet printers
6. Installation and maintenance of associated uninterruptible power supply (UPS) units
7. Prompt response time to troubleshoot, triage printer issues. Interface with vendor to coordinate repairs

Switch Management

1. Switch administration – port activation and deactivation
2. IOS upgrades and configuration backups
3. Routine switch maintenance and upkeep
4. Monitor switch availability, CPU load, bandwidth utilization, packet loss, and memory utilization.
5. VLAN management
6. Set customer alert thresholds for device up/down status, percent of bandwidth utilized, memory utilized, CPU utilized, and network response times

WAN / LAN Management

Salem currently maintains a metro area network across the town geographic footprint and local area network at facilities that utilize the town's own fiber network. WAN / LAN management includes supporting the town 16 virtual and physical networks. These networks are both VLAN and physically & electronics diverge to improve the town security footprint. The utilized HP switching as its primary communication gear.

1. WAN / LAN monitoring polling devices for availability as part of the MSP RMM
2. Respond to system issues and resolve detected faults as they arise
 - Physical infrastructure issues such as fiber cuts or damage are not part of MSP repair requirement. But support management to get appropriate vendors moving is
3. Notify designated site personnel of abnormal network behavior
4. Shut down appropriate parts of WAN / LAN when necessary to defend the over network

Messaging, Email and Communications (Currently running Outlook 365)

1. Mailbox administration (including management of global account list and distribution list, user account additions and deletions), responding to change requests within a 24-hour period
2. Manage mailbox policies: mailboxes are limited to a certain size per user; each attachment cannot exceed 38,840 KB however; mailboxes can be set to a higher threshold upon request from the Town
3. Integration of Microsoft Windows security to enable on security model to serve both Windows and Exchange
4. Support users requiring multiple email aliases
5. Configuration a setup of Outlook client on user workstations
6. Respond to system issues and resolve detected faults as they arise
7. Perform routine Exchange administration
8. Manage telephony systems
9. Respond and interface with vendors regarding down circuits, for telecommunications and fiber internet

Firewall & Cloud Connections

1. Fully manage and monitor firewall and cloud connections 24/7/365
2. Maintain VPN availability, uptime, and security
3. Maintain updates and hardware maintenance on firewall
4. Establish, enhance, and maintain a security rule base (ACL)
5. Review event logs on a daily basis

Cybersecurity

Malware and Virus protection is not just watching the applications for issue but to be proactive and vigilant and monitoring, informing and educating the end users on potential threats.

1. Maintain current endpoint protection software at workstations and servers
2. Participate in yearly exercises as required for incident response and data recovery
3. Scan and clean all email attachments for viruses
4. Provide assistance in remediating cybersecurity events
5. Manage network and protocol demarcations to prevent the spread of cyber threats
6. Monitor logs for indicators of compromise, including but not limited to authentication logs, network traffic logs, and administrative access log

Backup and Resilience

Town of Salem's backup is a multi-faceted approach. There is facility onsite, campus off site, campus offline and campus air gapped. In town's operation MDF servers are backed up using a block level application to a local NAS.

1. Daily incremental backup of servers is done twice per day when permitted. (at least 2 per day)
2. Server data will be stored on a fault-tolerant expandable storage area network and backups also in an offline source will be on removeable media locked in a safe offsite
3. Check audit reports and backup logs regularly to ensure backups are executed properly
4. Servers can restore to other host metal after an OS or Hardware failure
5. Air-Gapped servers are on-premises as port of cyber protection in the event of disaster
6. Managed Service provider will provide yearly written proof of disaster recovery testing and capabilities

Onsite Support/Planning

The vendor is expected to provide a comprehensive helpdesk software solution and a full-time on-site support in administering to the Town's IT needs. The tasks include end user support and training, department level systems and capital needs planning, and input into major system enhancements. The Town is also including the option not to provide full time onsite support as noted previously.

Vendor will participate collaboratively with various Town departments to fulfill service needs and will make recommendations for future purchasing and technology upgrades when advisable. Personnel providing services under this contract resulting from the RFP must be fully qualified to perform the required work. A designated engineer is preferred. All personnel on-site and remote will be required to pass the Department of Justice's criminal background check before performing any work in a Public Safety Building.

Content of Proposal

Vendors shall submit a qualifications-based statement. Qualifications statements must be received by the Purchasing Agent by **11:00 AM, Tuesday, May 2, 2023**, late submittals will not be considered. The Town has hired a third-party to do the initial review of qualification statements. This third-party company is tasked with determining which vendors meet the minimum qualifications. The Town will then review the qualified firms and shortlist two or more service providers for interviews. Interviews will be held on May 15th and/or 16th, 2023. Final selection will be based on a combination of the qualification statements, interviews, and cost proposals.

The Statement is not intended to be exhaustive. Instead, the Statement is intended to provide a brief but accurate synopsis of the firm and successfully define them as qualified for the type(s) of services being offered.

To enable the Town to perform a fair comparative analysis and evaluation of Qualifications, vendors shall structure and compose their Statement in the format outlined below.

1. **Cover Letter/Letter of Interest (2 pages max):** Each vendor statement must include a cover letter/letter of interest identifying the vendor, their place of business, name and telephone number of the person to contact about the Statement and the subject RFQ.
2. **Corporate Profile:** This should be a more detailed narrative from the vendor that includes a summary of experience and how these services will be employed for the Town. Briefly discuss the vendors' total capabilities and available resources. The vendor must demonstrate that it has a strong history, the necessary resources, familiarity with the region, and good working relationships with its subcontractors, if any. This section should include the following:
 - Brief Overview and history of your company, including the organizations' structure and target technologies.
 - Provide a description of qualifications and experience of your firm in providing similar services described above.
 - Include a list of personnel certifications
 - Total number of clients
 - Total number of municipal /government clients
 - Staffing – list number of technical staff and technical level, administrative staff etc.
 - List number of full-time personnel qualified to support hardware and software listed under Services Required section
3. **Project Approach** – The vendor must demonstrate familiarity with this type of project, suggests innovative tools or methods, has strong project management skills, and utilizes a consistent and effective quality assurance and control strategies.
4. **Key Personnel:** Introduce your team to be assigned to this project. Provide a quick snapshot of your team's history and its primary team members. The description should include background, experience, and strengths of each member. Please include a one page resume of each member of your staff to be assigned this project. Please indicate who will be the project manager.
5. **References:** Provide not more than three (3) references with similar networks for which the vendor has performed work of a similar nature. Include the names of contact persons, with addresses and telephone numbers, so that the Town may contact them. At least one reference should be from a key decision maker from a municipality that the vendor has worked for. Do not include Town of Salem personnel as references.
6. **Financial Information** – The vendor provides evidence of financial stability and the resources necessary to complete a project of this size, including information on insurance and bonding capabilities.
7. **Signed Statements:** Include the signed statements in Appendix A.
8. **A separate sealed cost proposal:** Include in a separate sealed envelope a cost proposal. The vendor's proposed guidelines for the range of costs for a project of this size, nature, and scope. The Town is seeking a regular, monthly price for the services described herein. However, we do require an hourly estimated breakdown of all services that are reserved for the month, including any rollover hours and how that schedule works.

Please provide a total monthly fee and associated breakdown by task to support that figure. Please provide a grand total fee for a three-year period with an option to extend. The Town seeks to enter a fixed fee, three-year agreement with an option to extend the contract based upon performance. Please include a cost for providing a full-time on-site support presence separately.

The current MSP has a full-time person on site 5 days a week (40 hours) and the Town seeks to compare a full-time onsite presence option, remote, and the possibility of internal hiring. Please note your recommendations and cost structures in your proposal.

While the Town requests this contract to be ALL INCLUSIVE, it recognizes that there may be instances where services fall beyond what can be reasonably included in a basic monthly scope of work. Please provide your firm's opinion on what types of services might fall into this category and provide appropriate pricing. The following may be considered:

- Site visits outside prescheduled visits
- After hours, emergency response visits
- Additional discounts for multi-year agreements
- Other special circumstances

Cost proposals shall be submitted in a separate, sealed envelope labeled "Cost Proposal". Proposals will be ranked first according to the evaluation criteria listed below, and then cost will be considered. In other words, the Town seeks to make a quality-based selection, in a costs-effective manner, within its available budget.

Proposal Evaluations, Contract Execution and Evaluation Criteria

This section shall serve as the criteria from which the Town will rate the VENDOR. In preparing a submittal the Town recommends that the VENDOR address the criteria clearly in their submittal as outlined in the Content of Proposal section above and indicate how they achieve the highest rating. Statements should qualify and demonstrate the VENDOR'S ability to meet each criterion. Statements should be to the greatest extent verifiable.

The RFQ's will be evaluated by a designated group of individuals and will rank proposals to your firm's submission. The evaluation process will use the following criteria to rank proposals and award the contract:

- A. Overall Quality of Proposal Response
- B. Experience of the Firm and Assigned Personnel
- C. Approach and Methodology
- D. Satisfaction of Clients/References
- E. Pricing

After the closing date and time for receipt of proposals, evaluation and proposal clarifications will begin. Vendors may be asked to give an oral presentation. The Town also reserves the right to schedule a site visit to the Vendor's Facility in order to assess the capability and ability to fulfill the contract.

Rejection of Proposals

The Town reserves the right to reject any or all proposals and/or to limit this study to a portion based on the availability of funds and/or as deemed in the best interest of the Town. Any proposal determined to be non-responsive to any of the minimum evaluation criteria of this RFQ will be automatically disqualified. The Town may determine that the non-responsiveness is not substantial and can be clarified. In such cases, the Town will allow the VENDOR to make minor corrections and apply the change in the evaluation.

Any of the following reasons may be considered as being sufficient for the disqualification of VENDOR and the rejection of his proposal(s):

1. Failure to adhere to one or more of the provisions established in the RFQ.
2. Failure to submit all required information as requested in the specifications by the deadline.
3. Failure to submit the proposal at the time or in the format specified herein or to supply the minimum information requested herein.
4. Failure to meet the minimum evaluation criteria specified in this RFQ.
5. Failure to submit its proposal to the required address on or before the deadline date established by the Town.

6. Misrepresentation of services, experience, and personnel by providing demonstrably false information in its proposal or failure to provide material information.
7. Failure to submit the cost on the enclosed Cost Proposal.
8. Refusal of a reasonable request for an interview.
9. Refusal to provide clarification requested by the Town.
10. Evidence of collusion.
11. Failure to provide truthful and accurate information in its proposal or misrepresents its product.

Execution of Contract

Upon the acceptance of VENDOR'S proposal, the Town will prepare and submit an award letter to the successful VENDOR for ordering. In the event that the successful VENDOR fails, neglects or refuses to execute the contract within fourteen (14) days after receiving a notice of award from the Town, the Town may at its option terminate and cancel its action in awarding the bid and the selection of the VENDOR shall become null and void and of no effect.

Incorporated by reference into the contract, which is to be entered into, by the Town and the successful, VENDOR pursuant to this RFQ will be:

1. All the information presented in or with this RFQ and the VENDOR'S response thereto.
2. All written communications between the Town and the successful VENDOR whose proposal is accepted. A designated official of the VENDOR and the Town of Salem shall execute the contract.

Responsibilities of the VENDOR

1. Prime Contractor: The successful VENDOR will be considered as the prime contractor for those services indicated in their proposal and will be required to assume total responsibility for the delivery, installation, setup, conversion, and maintenance of all related services offered in the proposal whether the company is the manufacturer, producer, value added reseller, author, or supplier of the items. The Town of Salem will consider the successful VENDOR to be the sole point of contact with regard to all contractual matters, including performance or service unless otherwise stated. Prior to final selection, VENDORS may be required to submit any additional information, which the Town may deem necessary to determine the VENDOR'S qualifications to respond to the RFQ. Should any of the information requested by the Town be considered by the VENDOR to be confidential it should be so stated. The Town will attempt to treat any information submitted by the VENDOR as confidential if requested to do so; however, the Town cannot ensure such confidentiality.
2. Firm Price: Prices offered by the VENDOR will be firm and not subject to increase during the term of any contractual agreement arising between the Town of Salem, NH, and the successful VENDOR as a result of this RFQ.
3. No Assignment: Assignment by the successful VENDOR to any third party of any contract based on the RFQ or any monies due shall be absolutely prohibited and will not be recognized by the Town of Salem unless approved in advance by the Town in writing.
4. Statement of Time: Time when stated, as a number of days, shall include Mondays through Sundays and Legal Holidays.

Clarification of Proposals

The VENDOR of any proposal that the Town determines susceptible to being selected may be required to discuss or clarify its proposal or demonstrate its applications with the Town any time during the procurement process.

Non-Discrimination in Employment and Affirmative Action

1. The VENDOR shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or physical/mental handicap. The VENDOR agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.
2. If a complaint or claim alleging violation by the VENDOR of such statutes, rules, or regulations is presented, the VENDOR agrees to cooperate in the investigation and disposition of complaint or claim.
3. In the event of the VENDOR'S non-compliance with the provisions in this section, the Town of Salem shall impose such sanctions as it deems appropriate, including but not limited to the following: 1. Withholding of payments due the VENDOR until the VENDOR complies, and 2. Termination or suspension of any contract or agreement pursuant to this RFQ.
4. Force Majeure: Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather, but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance may be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

Open Procurement

1. The Town reserves the right to accept any item or group of items proposed in any response, unless the VENDOR qualifies the offer by specific limitation. If some items cannot be purchased in greater quantity or independently of others than specifically provided for in the proposal this should be stated.
2. The Town reserves the right to purchase more or less of each item or service at the unit price offered in the VENDOR'S response unless otherwise stated.
3. The Town reserves the right to attach hardware of other VENDORS to the system, unless specifically limited by the VENDOR in the proposal.
4. The Town reserves the right to negotiate with VENDORS regarding variations to the original proposal(s), to include cost, which may be in the best interest of the Town.
5. The Town reserves the right to accept or reject any or all proposals in whole or in part.

Confidentiality

The New Hampshire State statute regarding the public right to know applies to the proposals, except for financial information regarding the VENDORS, which shall be returned to the VENDORS upon award.

Rights to Submitted Material

All proposals, response inquiries, or correspondence relating to or in reference to this RFQ, and all reports, charts, displays, schedules, exhibits and other documentation submitted by VENDORS shall become the property of the Town when received.

GENERAL TERMS AND CONDITIONS

PREPARATIONS OF BIDS/PROPOSALS: Proposals shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. The person signing the proposal shall initial any corrections to entries made on the attached forms.

Vendors must provide pricing on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid. Alternative bids will be considered, unless otherwise stated, only if the alternate is described completely, including, but not limited to, sample, if requested and specifications sufficient so that a comparison to the request can be made.

Any questions or inquiries must be submitted in writing and must be received by the Purchasing Division no later than seven (7) calendar days before the Request for Proposal due date to be considered. Any changes to the Request for Proposal will be provided to all bidders of record.

The name of manufacturer, trade name, or catalog number mentioned in this request for bid description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory.

Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

SUBMITTED BIDS/PROPOSALS: Proposals must be submitted as directed in the Notice to Qualified Firms, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or emailed will not be accepted.

WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer. Negligence on the part of the Proposer in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

PROPOSAL EVALUATION: The Town reserves the right to reject any and all proposals received for the following reasons including but not limited to:

- Fails to adhere to one or more of the provisions established in the proposal.
- Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to meet the minimum evaluation criteria specified in this proposal.
- Fails to submit its proposal to the required address on or before the deadline date established by the Town.
- Misrepresents its services, experience, and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- Fails to submit its cost on the enclosed bid form.
- Refuses a reasonable request for an interview.
- Refuses to provide clarification requested by the Town.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Sealed Bids/RFQ. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All sealed RFQ's received will be considered confidential and not available for public review until after the bid opening is conducted. Bid and RFQ openings will be scheduled and opened accordingly. Results will not be given over the phone. Please send your request in writing or send an email to gfaccaudio@salemnh.gov to receive results after the public opening. All Bids, RFP's, and RFQ's will remain unofficial and if applicable confidential until the award has been posted on the Town website.

KNOWLEDGE AND EXPERIENCE: If and as requested per document, provide a description of the firm's knowledge and experience in the industry. Highlight your company's experience to provide the highest quality and effective product and reliable service and support.

REFERENCES: If and as requested per document, projects within the past ten years best illustrating current qualifications for this project.

AWARD OF CONTRACT: It is the policy of the Town of Salem, NH that contracts are awarded only to responsible bidders. In order to qualify as responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
 - Have the necessary experience, organization, technical and professional qualifications, skills, and facilities.
 - Be able to comply with the proposed or required time of completion or performance schedule; and
 - Have a demonstrated satisfactory record of performance.
 - Adhere to the specifications of this bid and provide all documentation required of this bid.
- The contract will be awarded to a responsive & responsible bidder based on best (lowest) cost first understanding the qualifications and experience of the bidder, the quality of the equipment/product /materials/services to be provided and the support that the bidder offers during the duration of the contract terms.

EXECUTION OF AGREEMENT: The successful proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the town within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

APPROVAL OF AGREEMENT: Upon receipt of the agreement that has been fully executed by the proposer, the owner will complete the execution of the agreement and return the agreement to the contractor. The Agreement accompanied by a Town issued purchase order will be delivered to the contractor and will constitute a mutual approval and agreement by both parties to abide by the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT: Failure of the successful proposer to execute the agreement at the date and time agreed upon by the Town and the successful Proposer shall be just cause for cancellation of the award and forfeiture of all deposits.

CONTRACT TERMINATION: If at any time the proposer fails to provide proper services during the contract period, the Town of Salem, NH will have the option to terminate the contract at any time without notice.

INSURANCE CERTIFICATES:

Prior to award of this contract, the Contractor shall submit insurance certificates indicating coverage for all vehicles, public liability, and property damage in the following amounts:

Comprehensive General Liability	\$ 1,000,000 / \$ 1,000,000
Auto Liability: Property Damage	\$ 1,000,000 / \$ 1,000,000
Personal Injury	\$ 1,000,000 / \$ 2,000,000
Workmen's Compensation	as required by the State of New Hampshire

PRICING: Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered. All fuel surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this contract will only hold up payment if they are added to the submitted invoice.

INVOICING:

Invoices **must be physically mailed** and/or submitted (emailed invoices unacceptable) to Accounts Payable at:

Town of Salem
c/o Accounts Payable
33 Geremonty Drive
Salem NH 03079

The invoice must include an itemization of all items, supplies, repairs, labor furnished, including unit list pricing, and net pricing, as identified in the bid award. The total amount due shall be clear and apparent on the invoice for proper payment. Payment terms are net thirty (30) days from the date of the invoice. General terms as allowable: Invoices received before the twentieth of each month should get processed for said month with payment available through said month check disbursement.

TAX: The Town is exempt from all sales and federal excise taxes. Our exemption number is 026000817 Please Invoice less these taxes.

DELIVERY: Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

GUARANTEES AND WARRANTIES: All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed.

FORCE MAJEURE: Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or any other act of God.

Appendix A

Please sign and include the following:

- Non-Collusion Statement
- Indemnification Agreement
- Affirmative Action Statement
- Cost Proposal Statement



NON-COLLUSION STATEMENT

By Submission of the Bid or Proposal, the Bidder Certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other competitor or potential competitor;
2. This bid proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
3. No attempt has been made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
5. That attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of the certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

(Typed or Printed name of Person Signing Proposal)

Signature

Name of Business



INDEMNIFICATION AGREEMENT

The successful vendor agrees to indemnify, investigate, protect, defend, and save harmless the Town of Salem, NH, its officials, officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, equipment or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the forgoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

Signature: _____

Date: _____



AFFIRMATIVE ACTION

The VENDOR shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or physical/mental handicap. The VENDOR agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.

If a complaint or claim alleging violation by the VENDOR of such statutes, rules, or regulations is presented, the VENDOR agrees to cooperate in the investigation and disposition of complaint or claim.

I understand that non-compliance with the provisions in this section, the Town of Salem shall impose such sanctions as it deems appropriate, including but not limited to the following:

Withholding of payments due the VENDOR until the VENDOR complies, and termination or suspension of any contract or agreement pursuant to this RFQ.

(Typed or Printed name of Person Signing Proposal)

Signature

Name of Business

Cost Proposal for Information Technology Managed Services Proposal

The below signature shall certify and agree to the following:

1. That *any and all of the costs* associated with the provision of the VENDORS services and products are included in the attached cost proposal provided by the VENDOR.
2. That the VENDOR understands that the Town will not be able to reimburse expenses nor pay invoices for work conducted prior to contracting.
3. That by filing a proposal the VENDOR is aware of and will be subject to all requirements of this RFP and the proposal filed by the VENDOR.
4. That any and all fee, licenses, leases, subcontracts with other vendors, and any and all agreements, are addressed through the cost proposal.
5. That the cost proposal shall be sufficiently itemized by rational cost sectors as proposed by the VENDOR in a form and manner that allows the reviewer a clear understanding of the division of costs between services, fees, and products.
6. That the cost proposal is organized in a manner that provides monthly itemized costs for the complete due diligence and operations

Business Name _____

Business Address _____

Business Phone _____ Fax _____

Business Type: _____

Individual, Partnership, Corporation etc.

Name of Person Authorized to sign proposals

Title of Person Authorized to sign proposals

Signature of Above Person

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requestor's name and address (optional) Town of Salem, NH 33 Geremonty Drive Salem, NH 03079
	6 City, state, and ZIP code	7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.