City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

March 26, 2014

Dear Bidder:

The City of Auburn is accepting written proposals for **a Dell Equalogic PS4100 iSCSI** for the Information and Communication Technology (ICT) Department. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any proposals when it is deemed by the City to be in its best interest. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Bidder. Vendors/Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement. All proposals must include FOB to Auburn, Maine unless otherwise specified.

Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders. Bids may be emailed to Derek Boulanger, Facilities Manager/ Purchasing Agent, at dboulanger@auburnmaine.gov , with the subject line:

Storage Area Network – Bid #2014-034

Questions are to be directed to Paul Fraser, Systems Administrator, at pfraser@auburnmaine.gov until three days prior to bid opening.

If your firm wishes to propose multiple/alternate options, each should be on a separate form.

Please submit your proposal to the City by **2:30 p.m. Thursday, April 17, 2014**. Proposals will be opened at 2:30 p.m. and will thereafter become part of the public record. Emailed proposals must be received on or before the date and time appointed. No proposals will be accepted after the time and date listed above.

Sincerely,

Derek Boulanger
Facilities Manager/
Purchasing Agent

60 Court Street • Auburn, ME 04210
(207) 333-6600 Voice • (207) 333-6601 Automated • (207) 333-6620 Fax
www.auburnmaine.gov

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Conditions and Instructions to Bidders

1. Bidders shall use the enclosed form for quotations. Whenever, in bid forms and specifications, an article or material is defined by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal" if not inserted therewith, shall be implied. Any reference to a particular manufacturer's product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. The term "or approved equal" is defined as meaning any other make which in the opinion of the City is of such character, quality and performance equivalence as to serve the purpose for which it is to be used equally as well as that specified. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interest of the City of Auburn. The bidder quoting on a commodity other than as specified, shall furnish complete identification, descriptive literature or data with respect to the alternate commodity he proposes to furnish.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever in to the best interest of the City of Auburn. Prices should be stated, delivered to destination, less all trade discounts. Cash discounts are considered in determining low bidder.
3. Please indicate firm name and manually sign this bid in ink before returning it to the City. Failure of bidder to sign the bid may be cause for rejection of bid.
4. Bid amendments thereto, or withdrawals of bids, received after the opening date and hour will not be considered. Bids shall be subject to acceptance by purchase order by the City. Bids may be withdrawn by written notice, provided such notice is received prior to the time set for the opening of bids.
5. Bids are opened publicly. Bidders or their representatives may be present at bid openings. Tabulations will, after the award of the contract, be available for public inspection and copies of tabulations will be sent upon request by individual bidder.
6. Any discrepancy between unit and total price will be governed by unit price as quoted on the original bid.
7. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn.
8. Awards will be made to the lowest responsible bidder considering the quality of the services, supplies, materials or equipment to be supplied, their conformity with specifications, the purpose for which is required, date of delivery, and ultimate cost thereof to the City; the intent being to purchase in a manner that will best secure the greatest possible economy consistent with the grade or quality of services, supplies, materials and equipment best adapted for the purpose for which it is needed.
9. Samples of items, when required, must be furnished free of charge prior to opening of bids and, if not destroyed, will upon request be returned express collect unless stamps for postage and insurance are forwarded with bid. Please do not enclose bids in package with samples.
10. The vendor must furnish the item as specified on the bid and any deviation there from will be grounds for rejection.

11. All transportation charges, including expense for freight, transfer express, mail etc., shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
12. Please specify terms and cash discounts. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance, or from date of correct invoice, whichever is later.
13. Time of proposed delivery must be stated in definite terms. If time varies for different items, the bidder shall so state. If time is the essence of the bid, the earliest date may be a factor in the award.
14. The City is exempt from payment of federal excise taxes on the articles not for resale, federal transportation tax on all shipments and Maine sales tax and use taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the purchase order when required.
15. No contract may be assigned, sublet, or transferred without the written consent of the City.
16. In case of default by the vendor, the right is reserved by the City of Auburn to procure the materials or supplies from other sources and charge any excess cost occasioned thereby to the vendor. However, the vendor shall not be held liable for any failure or delays in fulfillment of his contract arising from strikes, fires, act of God, or any other cases which by reasonable diligence could not be prevented.
17. These Conditions and Instructions to Bidders shall be an integral part of the attached specifications.

General Conditions

1. **Equal Opportunity**

   The City of Auburn is an Equal Opportunity Employer and shall not discriminate because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

2. **Save Harmless**

   The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

3. **Subcontracting**

   The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

4. **Warranty**

   The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

Storage Area Network
Bid Proposal Form
Due Thursday, April 17 at 2:30 p.m.

To: **City of Auburn**
Derek Boulanger,
Facilities Manager/ Purchasing Agent
60 Court Street
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for thirty (30) days from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, firm, or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Name (Printed) _____ Signature _____

Title _____ Company _____

Address _____

Phone _____ Fax _____

Email _____

Equipment Specifications

Instructions: Unit must be Dell Equalogic or FULLY compatible. Minimum requirement is equal to, or better than, an Equalogic PS4100, 24Tb iSCSI and all ancillary hardware and software, with 1-year Mission-Critical 4 Hour Same Day support

SAN Bid - Price Quotes		
Item 1 (Quantity: 1)	**Unit Cost $** _____	**Total $** _____
Terms:	_____	
Model/Make*:	_____	
Stated Warranty:	_____	
State Delivery:	_____	

*Documentation on the equipment being proposed must accompany your proposal.