



Maine State Housing Authority

Request for Proposals for Audio Visual Equipment

SCHEDULE

Issued: March 22, 2019

Deadline for Questions: March 29, 2019

Questions/Answers posted on MaineHousing website: April 2, 2019

Deadline for Submitting Proposals: April 5, 2019 5:00 p.m. EDT

MaineHousing Contact Person: Jason Bullock, Information Technology Manager

E-mail: jbullock@mainehousing.org

MaineHousing does not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, age, physical or mental disability, or familial status in the admission or access to, or treatment or employment in, its programs, and activities. MaineHousing will provide appropriate communication auxiliary aids and services upon sufficient notice. MaineHousing will also provide this document in alternative formats upon sufficient notice. MaineHousing has designated the following person responsible for coordinating compliance with applicable federal and state nondiscrimination requirements and addressing grievances: Louise Patenaude, Maine State Housing Authority, 353 Water Street, Augusta, Maine 04330-4633, Telephone Number 1-800-452-4668 (voice in state only), (207) 626-4600 (voice), or Maine Relay 711.

Maine State Housing Authority, 353 Water Street, Augusta, Maine 04330

VENDOR INFORMATION SHEET
for
Maine State Housing Authority
Request for Proposals for Audio Visual Equipment

Please provide the following information and include this completed and signed Vendor Information Sheet at the front of any proposal submitted in response to this Request for Proposals.

General Information	
Company Name	
Street Address	
City, State, Zip Code	
General Phone Number	
Toll-free Number (if any)	

Contact Person for Questions	
Name	
Address	
E-mail address	
Phone	

Name, Title and Signature of Individual with Authority to Bind the Company	
Name	
Title	
Signature	
Date	

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Maine State Housing Authority Request for Proposals for Audio Visual Equipment

I. Introduction

A. Overview of Project

Maine State Housing Authority (MaineHousing) is in the process of renovating a 60,000 square foot building, divided into two floors, for use as its offices. MaineHousing will relocate to Edison Drive in Augusta before June 2020. We have retained architectural and construction management services and are in the final design and pricing phase.

MaineHousing is seeking proposals for Audio and Visual (AV) Equipment to provide, install, program, test, calibrate, document, and provide training. This Request for Proposals (RFP) is to outfit the Building's offices, conference rooms, training room, and common spaces.

B. About MaineHousing

MaineHousing is an independent state agency that bridges public and private housing finance, combining them to benefit Maine's low and moderate-income people. MaineHousing's mission is to assist Maine people to obtain and maintain decent, safe, affordable housing and services suitable to their unique housing needs. MaineHousing works through its many private and public partners to provide programs and services that make decent, safe housing more affordable and accessible to Maine people.

C. General Terms and Conditions

1. **Review and Compliance.** It is the Vendor’s responsibility to review this entire document, including attachments, and comply with all requirements of this RFP, including the content and organizational requirements and the delivery instructions in Section V of this RFP. “Vendor” means any person or entity submitting a proposal in response to the RFP. This RFP, question and answers, and all amendments can be obtained at the following website:
<http://mainehousing.org/about/rfp>
2. **Questions and Clarifications.** All questions and all requests for clarifications must be submitted by e-mail to Jason Bullock, Information Technology Manager, at jbullock@mainehousing.org no later than March 29, 2019. MaineHousing will post responses to questions and requests for clarifications received that MaineHousing deems relevant and material to this RFP on MaineHousing’s website at www.mainehousing.org by April 2, 2019, which will become an Addendum to and part of this RFP. Any corrections, clarifications or revisions to this RFP made by MaineHousing will also be posted on MaineHousing’s website and will become an Addendum to and part of this RFP. MaineHousing will not be bound by oral explanations or instructions given at any time during the solicitation process or after any award. ***PLEASE NOTE: Vendor contact with any MaineHousing employee, consultant or other MaineHousing representative concerning this RFP other than the MaineHousing contact person named on the cover page of this RFP may be grounds for rejection of Vendor’s proposal.***
3. **Proposal Valid for 120 Days.** All proposals and responses to this RFP received by MaineHousing will be treated as offers to contract. Vendor’s proposal must be valid and remain open for a minimum of 120 days from the later of the proposal submission deadline under this RFP or the submission of any best and final offer that may be requested by MaineHousing and may not be unilaterally modified by Vendor during said 120-day period. In the case of any contract award pursuant to this RFP, the awarded Vendor must keep in effect all proposal terms, including pricing, throughout the contract negotiation process.
4. **Contract Term.** MaineHousing is seeking a cost-efficient proposal to provide services, defined in this RFP, for the anticipated contract period defined in the table below. Please note that the dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with this RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

The term of the anticipated contract resulting from this RFP, is defined as follows:

Start Date	End Date
04/15/2019	03/01/2020

5. ***Number of Awards.*** MaineHousing anticipates making one award as a result of this RFP process for all items described in this RFP to simplify system compatibility, training, and service after the sale.
6. ***Costs of Proposal Development.*** Costs for developing and delivering responses to this RFP, including any best and final offer if requested by MaineHousing, and any subsequent presentation of the proposal or product demonstration that may be requested by MaineHousing are solely the responsibility of the Vendor. MaineHousing is not liable for any expense incurred by Vendors in the preparation or presentation of their proposals or any product demonstrations.
7. ***Proposal Materials.*** All proposals submitted, including all items and materials submitted as part of the proposals, become the property of MaineHousing, whether or not selected. Proposal materials may be appended to any contract between MaineHousing and the Vendor providing such materials.
8. ***Inconsistencies.*** If Vendor's forms or parts of forms are included as an attachment to a proposal, Vendor agrees that in the event of inconsistencies or contradictions, the terms and conditions of the RFP will supersede and control over those contained in any such form regardless of any statement to the contrary in Vendor's form or proposal.

II. Scope of Services to be Provided

A. Project General Information

The work of the awarded contract to include providing, installing, programming, testing, calibrating, training, and documenting audio visual (AV) equipment for the Facility as shown on the RFP documents developed by MaineHousing. The Facility drawings are included as attachments with this RFP. Facility drawings are for reference only and should not be reproduced or sent to others.

The Facility is a renovated 60,000 SF building divided into two floors. The building entry is at ground level and has three wide stairwells and two elevators for second floor access. Doorways are predominately 36" wide and there are multiple access points from the exterior, many are double doors.

Building Construction will be ongoing during AV installation and other trades and personnel will be present (i.e MaineHousing IT Department, Furniture Installation Contractor, etc.) during installation. Coordinating with other trades will be required to avoid damage to equipment and finished building areas as well as scheduling conflicts.

B. Objectives and Requirements

Specific tasks of the awarded contract include, but are not limited to:

1. Include all necessary labor, software, programming and the selection of the proper type and quantities of the system components and accessories to assure a complete and operational system.
2. Indicate how the systems will be integrated (hardware, software & user interface) in order to operate as simply as possible.
3. Vendor will have adequate plant and equipment to pursue the work properly and expeditiously.
4. The Vendor's primary business is the provision, fabrication and installation of professional audiovisual and related systems.
5. The Vendor has been factory trained in the installation, maintenance and programming of the AV systems included in the proposal.
6. Building walk through with Owner to verify building spaces and dimensions critical to AV installation prior to ordering items.
7. Identify area where there may be conflicts or adjustments needed.
8. Adjust AV installation plan accordingly with guidance from Owner so all items will fit and function properly.
9. Provide substitutions, if needed, for Owner approval.
10. Provide specification sheets for each item that will be provided for a review and final approval by Owner before ordering any products. Also provide quantity and location for each item. When the Vendor is proposing changes or substitutions for any individual item the changes or substitutions shall be clearly marked in red on the item specification sheet.
11. Vendor(s) shall attend progress and coordination meetings as requested.
12. Provide temporary protections to any and all finishes affected by the installation (walls, corners, floors, etc.). Any damages to the building or systems, including finishes, shall be the responsibility of the Vendor to repair to the Owner's satisfaction before final payment.
13. Purchase, deliver, assemble, install, program, test, calibrate, and document all systems specified in the contract in a professional and timely manner in accordance with manufacturer's installation procedures.
14. Run data lines as required by the awarded contract documents. Label jacks with data jack numbering system.
15. Items provided will be inspected and accounted for by the Vendor before acceptance. It will be the Vendor's responsibility to reject any damaged or defective items. Dirty items will not be accepted until cleaned to the Owner's satisfaction or replaced.
16. Vendor(s) shall take precautions as necessary to prevent and guard against electro-magnetic and electro-static interference.
17. All equipment installed by Vendor(s) shall be in strict accordance with industry standards and manufacturer's installation instructions and recommendations.
18. Performance Testing: All room systems will be tested for functionality by Owner & Vendor before acceptance. Any component, system, or programming issues shall be resolved before acceptance and payment.
19. Incidental materials, tools, and test equipment needed to complete the Project as defined by this Specification are the responsibility of the Vendor(s) to provide.
20. Removal and reinstallation of items to facilitate AV installation (double door mullions, etc.) shall be the sole responsibility of the Vendor. Items reinstalled shall be in the same condition as before removal.

21. Area cleanliness shall be left in the same, if not better, condition as when installation started in any particular area before final payment. Take care to clean up and properly dispose of installation trash and debris, recycling as much as possible.
22. Building spaces shall be cleared of packaging, installation debris, and clutter daily. These items may be stored in a Vendor staging area (coordinate with Owner to identify a suitable location) but must be removed off-site no less than weekly.
23. Vendor is responsible for disposing of their waste. All item packaging and wastes shall be recycled whenever possible and disposed of off-site.
24. Vendor shall provide a minimum of 1-year warranty on all items and programming provided starting on the date of Substantial Completion, and shall service equipment during the warranty period.
 - a. Warranty all equipment to be free of faulty workmanship and defects, for a minimum period of one (1) year from date of final acceptance.
 - b. Paint and exterior finishes, fuses, lamps, projection lamps, and other consumables excluded from above warranties except when damage or failure results from defective materials or workmanship covered by warranty.
 - c. The terms of individual equipment manufacturers' warranties are not diminished by the minimum warranty provisions specified above.
25. The Vendor must maintain staff and equipment required to support and service the installed systems. The Vendor must be able to respond to service calls within one (1) business day.
26. Vendor shall include proof of manufacturers authorized dealer status for major system components where this is required for extended warranty service.
27. User manuals and system or item instructional sheets shall be provided before Commissioning.
28. Project Operation and Maintenance Manuals and Closeout Documentation shall be provided to the Owner.
29. Owner training on all the various A/V systems will be required at the time of substantial completion. A subsequent training will be required within two months following occupancy.
 - a. Minimum requirement of two training sessions per system type. These training sessions shall include a comprehensive training for personnel at time of substantial completion and a follow up session after the system has been in use for not less than one month and not more than three months after system acceptance.
 - b. Training sessions may need to be divided to keep the number of attendees to a manageable number.
30. Vendor must be located within 90 miles for serviceability of the system
31. Vendor must be an authorized serving dealer of all equipment included in proposal.
32. Vendor must have a minimum of three (3) employees on staff with CTS certifications and one employee with CTS-I certification from the Audiovisual and Integrated Experience Association, AVIXA.
33. Vendor must provide at least one (1) onsite technician certified to install the equipment included in this proposal during the installation process.
34. Vendor must have a minimum of one (1) full time employee whose dedicated function is to service the equipment that the Vendor provides.
35. Vendor must be able to provide the following services:
 - a. Engineering of system

- b. Project Management
 - c. Construction of any necessary custom cables and termination of cables and connectivity plates
 - d. Installation resources & labor
36. Wherever the drawings and specifications do not agree the more stringent shall apply.
 37. All equipment except portable equipment should be firmly held in place. Secure equipment true to line and level.
 38. Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer all questions regarding location of equipment not otherwise indicated to the Owner and/or Owner Representative.
 39. All work is to be performed with an emphasis on functionality, reliability, service-ability, and aesthetics.

C. Contractual Requirements and Information

Vendor's Use of Premises

1. Limit use of premises for Work and installation operations only, allow for Owner occupancy and work by other Contractors. Coordinate use of premises under direction of Owner.
2. Access to work site is controlled by the General Contractor. Working hours will align with the General Contractor. If the Vendor would like to work beyond the regular hours, they must request permission from Owner three working days in advance. The Owner reserves the right to accept or reject Vendor's request.
3. Coordinate with Owner to identify a staging area for temporary storage and assembly of equipment.

D. Owner Occupancy

MaineHousing will be performing IT System installation and testing in the building during the entire period of work. The Vendor shall coordinate with MaineHousing IT Department to minimize conflicts to the installation.

E. Bid Alternates

At Contract award, Owner may choose, or not to choose, to alter the quantity of equipment based on available funds. If equipment is removed, cost will be deducted from the bid.

Vendor is not allowed to replace equipment with alternate equipment in order to maintain the quality, reliability and user interface of the designed systems.

F. Code Compliance

All work on site must be performed in compliance with rules and guidelines established by the Owner.

Compliance with all relevant codes including:

1. Local and State building, plumbing, mechanical, electrical, fire, and health department and public safety codes agencies.
2. National Fire Protection Association (NFPA)
3. Occupational Safety and Health Act (OSHA)
4. National Electrical Code (NEC)
5. National Electrical Safety Code (NESC)
6. The ICC National Building Code

G. Awarded Contract Closeout

Closeout Procedures

1. Submit Closeout Documentation to the Owner 10 days prior to the Substantial Completion Date. The Vendor shall not submit for Final Application for Payment until the Owner has determined that the Vendor has fulfilled the Contract Closeout Documentation Requirements.
2. All equipment and systems in each space shall be fully tested by the Vendor(s) prior to project signoff to ensure that all equipment and systems are fully functional. Systems are defined as functional when equipment is connected together and working as intended. All testing shall be completed in accordance with the project schedule. Vendor(s) shall provide a test report detailing the date of testing, type of tests conducted, and the results of testing in each space.
3. When the Vendor considers the Work of the awarded contract has reached completion, the Vendor shall submit written certification that the awarded Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with the awarded Contract Documents and ready for OWNER's inspection. This written notification shall be submitted to the Owner 7 calendar days prior to the proposed inspection date. The Vendor shall not call for final inspection of any portion of the Work that is not complete and permanently installed. The Vendor may be found liable for the expenses of individuals called to final inspection meetings prematurely.
4. The Vendor fails to meet the Closeout Documentation requirements if the Closeout Documentation is not completed and submitted by the Substantial Completion Date. The Owner reserves the right to recover the costs to complete the Closeout Documentation Requirements by withholding the costs listed in Requisition for Payment as Closeout Documentation. The Owner reserves the right to use the withheld funds to hire an Architect/Engineer to complete the required Contract Closeout Documentation.

Final Cleaning

1. Execute prior to final inspection.
2. Clean facility, remove temporary protections of finishes, vacuum any installation or electrical work debris, sweep hard surfaced areas, and any other measures necessary to satisfy Owner that the area is as clean as before the installation.
3. Remove waste and surplus materials, rubbish, and installation facilities from the Project and from the site.
4. Owner will be responsible for cleaning after acceptance.

H. Products

The work of this Section consists of the provision of all materials, labor and equipment and the like necessary and/or required for the complete execution of all audiovisual system equipment and related work for this project as required by the specifications, schedules, keynotes and drawings, including, but not limited to the following:

1. Unless otherwise specified, supply only new equipment, parts and material, and protect all equipment from construction dust and debris until final acceptance. Operate only as required for testing as part of installation procedure. Provision of all manufactured components, installation, wiring, and testing is the responsibility of a single Vendor.
2. The system drawings indicate the general layout of the various items of equipment and their functional relationships. However, layout of equipment, accessories, and conduit systems are diagrammatic unless specifically detailed and do not necessarily indicate every item required for a complete installation. Provide any incidental equipment needed in order to result in a complete and operable system even if not specified or shown on drawings without claim for additional payment.
3. All primary conduit and wireways, AC power, and network data drops shown on the Contract Drawings are included in the General Contract scope of work and are not to be provided in the awarded AV Contract. Supply and install any additional conduit and wireways in order to provide a complete and operable system. All conduit shall be rigid and color coded to match the General Contract work.
4. The Vendor shall furnish, install and maintain in safe and adequate condition all mechanical hoisting equipment, operating personnel, rigging, staging, planking, and scaffolding that is necessary for the proper execution of the work of this section. Standing on equipment or furniture is not permitted.

All AV cabling, connectivity, faceplates, patch panels, etc. shall be the responsibility of the Vendor.

1. All cabling should conform to the manufacturer's requirements as published in technical material.
2. All AV cabling run in cable trays shall be placed neatly.
3. All cabling and patch cords between components shall have cable management or be sleeved with expandable braided sleeving to look neat and professional.
4. HDMI cables shall be certified by the manufacturer for the lengths required. This information shall be documented in the submittals.
5. All cabling, equipment, and device endpoints shall be labeled based on the device and location they are connected to. Labels shall be mechanically produced and resistant to smudging and wear and match the font type, size, and color of the IT components.
6. No cabling or outlets associated with displays shall be visible once display is in place.

Equipment Lists

1. Please see Attachment 1 for project narrative.
2. Please see Attachment 2 for equipment lists.

III. General Company Information, Subcontractors, and References

This section of Vendor's proposal should contain all relevant and material information relating to the Vendor's organization, personnel, and experience that would substantiate its qualifications and capabilities to provide the deliverables and perform the services required by this RFP.

A. Company Information

1. Company Profile

Vendors must provide a company profile in the table format below.

Information Item	Response
Company name	
Ownership type (sole proprietor, corporation, partnership, etc.)	
State of incorporation	
Date of incorporation	
Dun and Bradstreet Number	
Years in business	
List of top officers and titles	
Location of company headquarters	
Location(s) of office(s) that will provide the services described in this RFP	
Number and locations of employees with expertise to support the requirements identified in this RFP and commitments made in Vendor's proposal	

2. Past Performance

a. Indicate the length of time Vendor has been providing deliverables and services of the type described in this RFP. Include a brief narrative of similar engagements, including deliverables and services provided, with dates.

b. Each Vendor must disclose in its response any alleged significant prior or ongoing contract failures or breaches, whether relating to the same type of deliverables or services, and any criminal or civil investigations or proceedings pending or in which the Vendor or any key personnel that may be assigned to provide services to MaineHousing under any contract awarded pursuant to this RFP has been adjudged guilty or liable. Include the following information: dates; parties involved; a description of the contract failure or breach, including the products or services and the amount involved; a description of the civil or criminal investigation or proceedings, including, if applicable, the name and

location of the court or arbitration panel and the case or docket number; and the resolution or current status of the matter.

MaineHousing reserves the right to reject any proposal based on Vendor's history with MaineHousing or any other party which involved unsatisfactory performance, including but not limited to one or more significant failures to meet contract milestones or other contractual failures, any criminal conviction, any pending or ongoing criminal proceeding or investigation, or any pending or ongoing civil proceeding that MaineHousing determines may materially adversely affect Vendor's ability to provide the deliverables and services required under any contract awarded pursuant to this RFP.

3. Insurance

During the term of any contract awarded pursuant to this RFP, Vendor, at its sole cost and expense, will provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, such insurance shall include:

- (i) Commercial General Liability coverage, occurrence basis, with a minimum of \$1,000,000 combined single limit (with defense cost in excess of limit of liability); and
- (ii) Professional Services Liability or Errors and Omissions coverage, with a minimum limit of insurance of \$2,000,000.

Vendor's insurance coverages must be primary insurance with respect to MaineHousing. Any insurance maintained by MaineHousing will be excess of Vendor's insurance and will not contribute with it.

Vendors must address this question in their proposals: Does your organization currently have or will your organization be able to provide the insurance requirements as specified in this RFP?

Yes		No	
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Any exceptions and/or assumptions to the insurance requirements **must** be identified in the Vendor's response. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, MaineHousing will not consider any additional exceptions and/or assumptions during any negotiations.

Upon contract award, the successful Vendor **must** provide certificates of insurance identifying the coverages specified in this RFP in a form acceptable to MaineHousing.

4. Certifications

Vendor must submit the Vendor Certification Form attached to this RFP as Appendix A

with its response.

B. Subcontractor Information

If Vendor’s proposed solution includes the use of subcontractors, Vendor must identify the subcontractors to be used and describe their qualifications. Vendor must also identify the specific tasks/requirements for which each proposed subcontractor will perform services, describe how subcontractors work will be monitored and supervised, and provide reasons for selecting the specific subcontractors proposed.

Performance of any of the services under this RFP by any subcontractor is subject to MaineHousing’s prior written consent. Vendor-subcontractor agreements must include non-disclosure and confidentiality provisions and other terms and conditions acceptable to MaineHousing. Vendor remains solely responsible for the performance of any subcontractors consented to by MaineHousing and for performance of all obligations under any contract with MaineHousing. Subcontractor means any third party not employed by Vendor who will provide services identified in this RFP; it does not include third parties who provide support or incidental services to Vendor.

Vendor may not make substitutions for any subcontractor approved by MaineHousing.

C. Business References

Vendors must provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.

Vendors must provide the following information for **every** business reference provided by the Vendor, using the table format below.

RFP Name:	Request for Proposals for Audio Visual Equipment	
Vendor Name:		
Primary Contact Information		
Name:		
Street Address:		
City, State, Zip		
Phone, including area code:		
Email address:		
Alternate Contact Information		
Name:		
Street Address:		
City, State, Zip		
Phone, including area code:		
Email address:		
Project Information		

Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	

MaineHousing reserves the right to contact and verify any and all references listed.

D. Key Personnel

A resume must be included for each key personnel who will be responsible for performing services under any contract resulting from this RFP. Resumes should include narrative information on qualifications and experience with similar projects. A Vendor who is awarded a contract pursuant to this RFP may not make substitutions for such key personnel without MaineHousing’s prior written approval.

Vendor warrants that it will use only qualified personnel (whether employees of Vendor or of subcontractors of Vendor if the use of subcontractors is approved by MaineHousing) to perform the services under any contract awarded pursuant to this RFP and that all services will be performed in a professional manner, i.e., that personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the information technology industry.

MaineHousing reserves the right to conduct a security background check, including but not limited to a criminal background check, or otherwise approve or reject any Vendor subcontractor or employee of Vendor or any subcontractor, and to refuse access to or require replacement of any such personnel, for good reason, including but not limited to technical qualifications, quality of work, change in security status, or non-compliance with MaineHousing’s security, confidentiality or other requirements.

E. Certificate of Warranty

Vendor shall supply the Manufacturers’ certificate of warranty for the complete (or each and every of the various subsystems) systems. Clear documentation of effective warranty periods. All warranties shall be filled out in the Owner’s name and dated to begin following Final acceptance of the installation.

F. Conflict of Interest

Does the vendor, any principal or affiliate of the vendor, or anyone who will be paid for work on the contract have business ties, familial relationships, or other close personal relationships with a current MaineHousing employee or commissioner or anyone who was a MaineHousing employee or commissioner within the past two years? If yes, Vendor must describe such relationship fully within its response.

IV. Cost Proposal

Vendors must provide detailed fixed prices for all costs associated with the proposed solution on one or both of the following bases for *each* of the cost items listed below. **NOTE: Indicate \$0 if no cost – do not leave the cost for a listed cost item blank.**

- (i) An all-inclusive firm fixed price covering all labor, out-of-pocket, travel and other expenses, materials, etc. relating to the specific item listed below. The basis of the price and any underlying assumptions (including assumptions concerning travel expenses) must be included in the Vendor's cost proposal.
- (ii) An all-inclusive fixed price covering all labor, out-of-pocket, travel and other expenses, materials, etc. relating to the specific item listed below, with any provision for a price adjustment, including information on the basis of the adjustment, how the adjustment will be made, factors influencing the adjustment, any ceiling on the adjustment, the frequency of adjustments, and any underlying assumptions (including assumptions concerning travel expenses).

Any proposed changes in costs for the items listed below during the term of any contract awarded pursuant to this RFP must be identified in Vendor's cost proposal.

A. Cost Items

Include all necessary labor, software, programming and the selection of the proper type and quantities of the system components and accessories to assure a complete and operational system.

- Fill out unit price information in the equipment list in Attachment 2.
- Fill out the Cost Summary located in Attachment 2.

B. Payment

Generally, payment by MaineHousing will be tied to specific milestones, which may include satisfactory acceptance testing, and/or deliverables.

Payment terms are net 30 days after receipt of correct invoice containing information required by MaineHousing and acceptance of deliverables (after testing).

V. Proposal Submission Requirements

This section of the RFP deals with the requirements for the contents and submission of proposals.

A. Proposal Deadline and Delivery

All proposals must be submitted by e-mail in PDF format or by printed hard copy and must be received by MaineHousing no later than 5:00 p.m. EDT on April 5, 2019.

If submitted by e-mail, the proposal must be sent to Jason Bullock at jbullock@mainehousing.org and the subject line must state "RESPONSE TO AUDIO VISUAL EQUIPMENT RFP".

Proposals submitted as a hard copy must include one (1) original and five (5) copies. The envelope containing Vendor's proposal must be visibly labeled RESPONSE TO AUDIO VISUAL EQUIPMENT RFP and be addressed to the attention of:

Jason Bullock
Information Technology Manager
Maine State Housing Authority
353 Water Street
Augusta, Maine 04330

Proposals that do not arrive by 5:00 p.m. EDT on April 5, 2019 *will not be accepted*. Vendors may submit their proposals any time prior to the deadline stated above. It is the responsibility of each Vendor to ensure timely receipt of its proposal by MaineHousing. MaineHousing is not responsible for any late delivery of a proposal for any reason.

Facsimile or telephone proposals *will not be considered*.

B. General Requirements

1. Rejection of Vendor Conditions or Changes. Vendor proposals will be deemed non-responsive by MaineHousing and will be rejected without further consideration or evaluation if any statement such as the following is included:

- This proposal does not constitute a binding offer.
- This proposal will be valid only if selected as a finalist or in the competitive range.
- This proposal will not be binding until the proposal is incorporated into a signed definitive agreement.
- Vendor does not commit or bind itself to any terms and conditions by this submission.
- This proposal is non-binding and shall be for discussion purposes only.

Likewise, Vendor proposals that take exception to any term or condition of this RFP, in whole or in part, or that attempt to impose conditions or change requirements, as determined by MaineHousing in its sole judgment, will be rejected without further consideration or evaluation.

2. No Alterations after Submission. Alterations, modifications or variations to a proposal after the submission deadline will not be considered by MaineHousing unless authorized by this RFP or by any amendment or addendum issued by MaineHousing.

C. Proposal Organization and Contents

1. Organization and Format

Proposals must be presented in a format that corresponds and refers to the section numbers and headings used in this RFP and must be presented in the same order. Foldouts containing charts, spreadsheets or exhibits are permissible. Pages must be numbered consecutively. A table of contents is strongly encouraged.

2. Content

a. All information requested by this RFP must be submitted as part of Vendor's proposal. **Only information that is received in response to this RFP will be evaluated.** References to information submitted to MaineHousing outside this RFP process or references to Internet website addresses will be deemed non-responsive and will not be considered by MaineHousing. Cross-references to other portions of a Vendor's proposal submitted in response to this RFP are acceptable, but must reference the specific section number and heading for identification.

b. Vendor must provide a project work plan and timeline identifying and describing in detail (including functions and sub-tasks where applicable)

(1) All deliverables to be provided, including but not limited to software, software licenses, source codes, data and documentation, and means and methods of delivery.

(2) All services to be provided, including installation, acceptance testing, implementation, training, support, and means and method of delivery.

(3) Any site requirements for deliverables and services.

(4) Acceptance testing period(s).

(5) Specific MaineHousing resources that may be required.

(6) Estimated time schedule associated with specific deliverables and services from installation to contract completion.

(7) Project staffing plan, including key personnel (whether employees or subcontractors).

(8) Project management plan.

If any services, deliverables, functions or responsibilities not specifically described are required for Vendor's proper performance of its obligations under any contract awarded pursuant to this RFP, or are an inherent part of, or necessary sub-task included within any service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in Vendor's proposal. Notwithstanding the foregoing, Vendor must provide the detailed information required above.

c. All proposals must include the completed and signed Vendor Information Sheet included in this RFP. Include the completed and signed Vendor Information Sheet at the front of your proposal.

d. All proposals must include the completed and signed Vendor Certification attached to this RFP as Appendix A.

e. All proposals must acknowledge receipt by Vendor of all amendments (if any) to this RFP issued by MaineHousing.

VI. Evaluation Factors and Process

The evaluation process described in this RFP is intended to enable MaineHousing to select the solution that provides the best value in meeting MaineHousing's business objectives identified in this RFP by considering both non-price (referred to as technical factors) and price factors. A trade-off method of selection will be used to allow MaineHousing to award a contract to the Vendor providing the best value, recognizing that best value may result in an award not representing the lowest price or the highest-scoring technically qualified proposal. Accordingly, to accomplish this balancing, or trade-off, between price and technical factors and to aid in determining best value, cost proposals will be evaluated and scored separately from technical factors. In evaluating proposals, MaineHousing will take into account the detail and completeness of proposals.

An evaluation committee consisting of MaineHousing staff will review all proposals. Proposals will initially be classified as responsive or non-responsive. If a proposal is determined to be non-responsive, it will not be considered further. All responsive proposals will be evaluated based on the evaluation factors set forth in this RFP.

Proposals will be evaluated and scored based on the following criteria.

TECHNICAL FACTORS	MAXIMUM POINTS
Organizational Qualifications and Experience. Evaluation of relevant experience of key personnel based on resumes and narratives of experience provided. Documented work experience on similar systems will be evaluated more favorably than experience with non-related systems.	30

Proposed Services. Project work plan and timeline: Quality of Vendor's project work plan, including how well organized and detailed the plan is, timelines proposed, acceptance testing plan, how any contingencies are identified and addressed, Vendor staffing and project management, efficiency of the plan, and the use of Vendor and MaineHousing resources.	20
Documentation and training.	20
TOTAL POINTS	70

After Vendor proposals are ranked based on the evaluation of technical factors, Vendor cost proposals will be evaluated and scored as follows.

COST PROPOSAL	MAXIMUM POINTS
Evaluation of Total Cost: (1) Direct costs indicated in Vendor pricing information plus (2) indirect costs, i.e., installation, operating, maintenance, and/or support costs that may result from various considerations associated with a Vendor's proposal over the contract term, in MaineHousing's judgment.	30

Following the evaluation and scoring process, MaineHousing may require Vendors to make a presentation of their proposals or product demonstration to the Evaluation Committee.

The Evaluation Committee may also contact the references provided by Vendors; contact any Vendor to clarify any response; contact any current users of a Vendor's service; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

Vendors are cautioned that the Evaluation Committee is not required to ask for clarifications or information that is essential for a complete and thorough evaluation of Vendor proposals. Therefore, all proposals should be complete when submitted.

MaineHousing may establish a competitive range based on the evaluation of proposals ("Finalist Vendors") and limit presentations or product demonstrations to Finalist Vendors and request Best and Final Offers from Finalist Vendors. Failure to provide a best and final offer if requested will disqualify the non-responsive Vendor from further consideration. Negotiations or discussions may be conducted with Finalist Vendors.

MaineHousing reserves the right to forgo Vendor presentations or product demonstrations or to determine Finalist Vendors and require best and final offers and may, in its judgment, select a Vendor based on the proposals received in response to this RFP.

Subject to the reservation of rights and the other terms and conditions of this RFP, the responsible Vendor whose proposal is most advantageous to MaineHousing, taking into account the evaluation factors in this RFP, will be selected for the contract award. A notification of intent to award a contract will be issued to the selected Vendor, if any. Any award is contingent on successful negotiation of the final contract terms. In no event will any claimed obligations of any kind be enforceable against MaineHousing unless and until MaineHousing and the selected Vendor enter into a written contract. This RFP and the successful Vendor's proposal, as may be modified pursuant to this RFP, will be incorporated by reference into and be part of any contract between MaineHousing and the Vendor.

VII. Other Terms and Conditions

A. Rights Reserved by MaineHousing

In addition to the rights reserved by MaineHousing elsewhere in this RFP, MaineHousing reserves the right:

To adjust the timetable for this RFP as deemed necessary.

To waive informalities and minor irregularities in proposals received.

To reject and not consider any or all Vendors who do not meet the requirements of this RFP, including but not limited to incomplete responses and/or responses offering non-requested services.

To reject any or all proposals received in response to this RFP and not to award a contract pursuant to this RFP, or to cancel or terminate the RFP process at any time, whether before or after any proposals have been submitted or received, if deemed by MaineHousing to be in its best interest.

To negotiate price or other factors included in any proposal submitted to MaineHousing, and in the event MaineHousing is unable to negotiate a mutually satisfactory contract with the successful Vendor under this RFP, MaineHousing may, in its sole discretion, negotiate with another Vendor or cancel this RFP and not award a contract to any Vendor.

To reject the Vendor selected pursuant to this RFP and to offer a contract to another Vendor in the event the selected Vendor does not enter into the required contract to provide the services described in this RFP.

To negotiate directly with one Vendor if the responses to this RFP demonstrate a lack of competition.

To correct or amend this RFP, and in such event, an amendment will be provided to all parties on the initial distribution list and to others who may request a copy of this RFP, and posted on MaineHousing's website at www.mainehousing.org. In no case will this RFP be amended within seven (7) days of the proposal submission deadline unless the amendment includes an extension of time. MaineHousing will not be liable for any costs incurred as a result of changes to this RFP.

B. Additional Terms and Conditions

1. **Testing and Acceptance.** MaineHousing reserves the right to perform post-

delivery and post-training acceptance testing, either directly or with a consultant, using such processes and procedures as determined necessary by MaineHousing to ensure compliance with MaineHousing's requirements and Vendor's technical representations.

Acceptance of deliverables may be conditioned or delayed as required for installation, start-up and testing. In addition, at any time before the end of the testing period, MaineHousing may require any or all of the following: (i) modification of the installed equipment to eliminate deficiencies; (ii) extension of the acceptance testing period for a period sufficient to allow time for Vendor to remedy the problems and to re-test any modification or replacement of the equipment; and (iii) removal of the equipment, cancellation of the contract, and recovery of any payments made by MaineHousing.

2. Work Product Ownership and Proprietary Rights. All deliverables, including all software, technical information, specifications, drawings, records, documentation, data, source code and object code, and other work products first originated and prepared by Vendor as a custom-designed solution for delivery to MaineHousing will be considered works for hire provided by Vendor for MaineHousing, and together with all associated copyright and other intellectual property rights, will be owned exclusively by MaineHousing.

To the extent that any Vendor technology is contained in any of the deliverables, Vendor will grant MaineHousing a royalty-free, fully paid, perpetual, non-exclusive license to use such Vendor technology in connection with the deliverables for MaineHousing's internal business purposes. "Vendor technology" means concepts, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines.

Vendors will not acquire any right, title or interest in and to any goods, software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or anything else provided by MaineHousing to Vendor to allow Vendor to perform its obligations, or any right, title or interest in and to any copyrights therefor or other intellectual property rights relating thereto.

Vendor represents and warrants that (i) it has the right to provide the services and deliverables specified or described in Vendor's proposal submitted pursuant to this RFP without violating or infringing any copyright, patent, trade secret or other intellectual property or proprietary right of any third party, and (ii) that said services and deliverables are not the subject of any actual or threatened action involving the intellectual property or other proprietary rights of any third party.

3. Confidentiality and Nondisclosure. Vendor shall maintain in trust and confidence and shall not disclose to any third party, except as such disclosure may be authorized in writing in advance by MaineHousing, and shall not use for any unauthorized purpose, any and all information, documents and data received or obtained from or on behalf of MaineHousing. Vendor may use such information, documents and data only to the extent required for the purposes described in this RFP. Vendor shall adhere to all security, confidentiality and nondisclosure policies and procedures required by MaineHousing for the protection of such information and data from unauthorized

use and disclosure and from loss.

4. Maine Freedom of Access Act. Information submitted by a Vendor in any proposal becomes public information, and is subject to disclosure in accordance with the requirements of law, including without limitation the Maine Freedom of Access Act, 1 M.R.S.A. Section 401 et seq. ("FOAA"), except as provided therein. Vendor acknowledges that MaineHousing is required to comply with FOAA.

5. Independent Contractor. Vendor and its officers and employees, and any subcontractors, shall be independent contractors and not employees or agents of MaineHousing.

C. Protest Procedures. Protests of any award made pursuant to this RFP must be submitted in writing to MaineHousing at the address on the cover page, to the attention of John Bobrowiecki. To be considered, protests must be received by MaineHousing within fifteen (15) calendar days from the date of notification of the contract award and provide specific reasons and any supporting documentation for the protest.

VII. Attachments

Attachments are included with this proposal. Attachments are also available on our website: <http://mainehousing.org/about/rfp>

- A. Attachment 1 – Project Narrative**
- B. Attachment 2 - Equipment List (Excel Worksheet)**
- C. Attachment 3 - Facility Drawings**
- D. Attachment 4 – GMP Schedule**

APPENDIX A

VENDOR CERTIFICATION FORM

Vendor Name	
Vendor Address	

The undersigned Vendor represents and certifies as follows:

1. The prices in this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Vendor or potential Vendor.
2. No attempt has been made at any time to induce any firm or person to submit any intentionally high or noncompetitive proposal or to otherwise submit or refrain from submitting a proposal for the purpose of restricting competition.
3. Vendor has not given, and will not give at any time hereafter, any economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service to any employee or representative of MaineHousing in connection with this RFP.
4. Vendor acknowledges that MaineHousing will determine whether a conflict of interest exists and that MaineHousing reserves the right to disqualify any Vendor on the grounds of actual or apparent conflict of interest.
5. Vendor has not employed or retained any person or entity to solicit or obtain any contract resulting from this RFP and has not paid or agreed to pay to any person or entity any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of any such contract.
6. Vendor understands and acknowledges that the representations in its proposal are material and important and will be relied on by MaineHousing in evaluating the proposal. Vendor certifies that, to the best of its knowledge, all of the information contained in its proposal is true, correct and complete and acknowledges that any intentional misrepresentation by Vendor will disqualify Vendor from further consideration in this RFP process.
7. The undersigned individual is legally authorized to sign this Vendor Certification Form for and on behalf of Vendor and to bind Vendor to the statements made herein.

Name, Title and Signature of Individual with Authority to Bind Vendor	
Name	
Title	
Signature	
Date	