



**Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937**

**Competitive Bid
Request for Proposal
This is Not an Order**

Database Analysis/Programming

| | |
|-----------------------------|--|
| Date: | June 13, 2018 |
| Pre-Bid Meeting | N/A |
| Proposals Due On: | June 27, 2018 by 3:00 P.M. (EST) |
| Return Proposals to: | Kennebec Valley Community College Attn: Kevin Casey Dean of Technology and CSO 92 Western Avenue Fairfield, Maine 04937 |
| Telephone: | (207) 453-5141 |
| Email: | kcasey@kvcc.me.edu |



Competitive Bid Request for Proposal: Security Services

1.0 Overview

Kennebec Valley Community College (KVCC) is requesting proposals from experienced and qualified companies to provide database analysis, programming, maintenance and general support for its several databases and database systems and applications. Most of these systems are SQL-based, and many integrate and interact with each other and with other College systems to provide a range of functionality.

The goal of this project is to augment the College's IT staffing with database expertise and knowledge that will provide:

- Appropriate weekly and monthly database support and maintenance in line with industry standards and best practices, including scheduled backups and updates
- "Break/fix" database support based upon IT and other staff created support tickets
- Support for the creation and implementation of various reports using the native reporting features and structures of the College's database systems
- Limited end-user database training as part of support requests
- Special project support for new database applications and integrations

Duration of the contract will be for one year- July 1st through June 30th, renewable twice, with reasonable inflationary increases, and by mutual agreement.

A detailed explanation of the scope and specifications is contained in **Section 3.0, Scope and Specifications**. Preference will be given to the proposals conforming to the specifications provided; however, alternate recommendations may be considered. If a vendor chooses to make inquiries on the specifications provided, the rules set forth in **Section 7.0, Interpretation of Contract Documents**, apply. KVCC reserves the right to accept or reject any or all of the proposals received, in part or in whole.

2.0 Schedule

Proposal Due On: June 27, 2018 by 3:00 P.M. (EST)

Review of Proposals: June 29, 2018

Notification of Award: June 29, 2018

Contacting references may require this period to be extended.

3.0 Scope and Specifications

3.1 Background

Kennebec Valley Community College (KVCC and College) is a comprehensive community college offering technical, career, and transfer education in addition to customized training for businesses and industries in Kennebec, Somerset, Waldo and Knox Counties. The College is located on two campuses in mid-Maine. Its 70-acre main campus in Fairfield, Maine, is reached by taking Exit 132 off Interstate 95. The 600-acre Harold Alfond Campus is located seven miles north of the Fairfield campus on U.S. Route 201 in Hinckley, Maine.

The College's primary database environment consists of:

- An SQL-based student information system/enterprise resource planning system called Jenzabar EX
- An adjunct, Web-based portal system to Jenzabar EX called "JICS," which serves as a generic text and media repository for all members of the Kennebec Valley Community, and also provides access to Jenzabar data through various reports and "applets"
- A content management system (CMS) created by Clearpath Innovations used to manage the College's Web site
- Microsoft's Active Directory, used to manage network users and devices
- Microsoft's Exchange/Outlook email system
- A learning management system (LMS) called Blackboard

These systems are integrated in specific ways to provide efficiencies and data integrity across the College's database landscape. Some examples:

- Courses in Blackboard are automatically populated with student and instructor data from the Jenzabar system, based upon enrollment information
- Email accounts for all Community members are automatically generated when their Active Directory accounts are made
- Portal access is granted to students when their status changes from prospective student to student

3.2 Scope

The successful Proposer will offer a weekly database support arrangement which will serve as the College's primary, de facto database staffing solution.

The College is seeking a database partner with experience working:

- In a higher education environment
- With an SQL-based student information system, with preference given to those with specific knowledge of Jenzabar EX

- In a Microsoft network environment
- With a modern, approval-driven CMS
- With an SQL-based LMS, with preference given to those with specific knowledge of Blackboard

The College will provide:

- An appropriate workspace for the successful Proposer's employee(s)
- A dedicated telephone for this employee
- Access to and training related to the College's Help Desk system

The College will **not** provide:

- Hardware such as a desktop or laptop computer
- Any software beyond remote or Web-based access to the College's database or database-related systems and software
- Any travel related to accessing either of the College's campuses, in Hinckley or Fairfield

The successful Proposer will also:

- Have the capacity to begin this work by **July 1, 2018**
- Provide proof of insurance required and stipulated in the Maine Community College System Contract
- Provide the contact information for three business references for this type of work
- Ensure that all applicable federal laws and laws of the State of Maine are adhered to at all times

Required Hours

- Two full work days of eight hours each, each week while school is in session, for a total of 16 hours per week
- At least one of these days as an on-site day, allowing for face-to-face interactions with IT and other College employees
- Potential, occasional assistance beyond this 16-hour week for special database project work, requested by the College with at least a week's advance notice
- Emergency support for database failure or problems which constitute a significant impediment to College workflows; response to College requests for emergency assistance will be provided within 24-hours, independent of the scheduled 16-hours per week

Other Important Information

During the term of any contract resulting from this RFP, the Contractor shall be engaged by the College solely on an independent contractor basis, and the Contractor shall therefore be responsible for all the Contractor's business expenses, including, but not limited to, employees'

wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

Before commencing work under any Service Agreement, the successful Proposer shall produce evidence satisfactory to the College that it and its subcontractors, if any, have secured all applicable public liability, automobile and workers' compensation insurance coverage (and for professional service contracts, professional liability insurance coverage) as set forth in **RIDER A** (attached).

4.0 Contractor Insurance

The Contractor shall maintain throughout the term of the agreement general liability insurance insuring against all claims of bodily injury or death, and property damage, arising out of work performed under this agreement. Such insurance shall provide coverage in an amount not less than \$1,000,000 per occurrence and shall list KVCC as an added insured Contractor shall also maintain worker's compensation insurance in amounts required by state law.

5.0 Bid Review and Evaluation

The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to the vendor whose proposal, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College.

5.1 Criteria

Proposals will be evaluated under the following criteria:

- a. Technical ability to meet the outlined specifications
- b. Proposer's project approach, experience, and reference input
- c. Cost, to include hourly rates

5.2 Evaluation Method

5.2.1 The College will appoint an evaluation team to evaluate proposals, and to recommend award of a contract with the Proposer, which meets the best interests of the College. The College shall not in any event be required or constrained to award the Agreement to the Proposer on the basis of price alone. The College may award an Agreement on the basis of initial proposals received, without discussion; therefore, each initial proposal should contain the Proposer's best terms from a cost and technical standpoint.

5.2.2 The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The College's decisions will be final.

5.3 Non – Responsive Proposals

5.3.1 Non-responsive proposals may be rejected by the CSO, and will not be distributed to the evaluation team for consideration. Additionally, the evaluation team may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include, but are not limited to the following:

- Failure to sign the proposal
- Failure to acknowledge addenda (unless all changes are not material)
- Failure to provide required submittals/documentation
- Submission of a late proposal
- Proposer does not meet requirements

5.3.2 The evaluation team will evaluate all responsive written proposals to determine which proposals best meet the needs of the College based on the evaluation criteria.

5.4 Short Listing

5.4.1 Upon completion of the evaluation of all proposals, the evaluation team may recommend award to the Proposer with the highest score, or request additional information from the top two Proposers to best determine the proposal that is in the best interest of the College.

5.5 Statement of Qualification

5.5.1 To insure that all RFPs are fairly evaluated, scored and ranked, it is very important that the RFPs are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

5.6 Supplemental Information

As part of the weighted average review, the College may request the Proposer to supply written clarifications, additional documentation or information needed to fairly evaluate each proposal.

5.7 Presentations

The College reserves the right to request formal presentations from any or all respondents. Presentations shall include a brief overview of your written proposal, a more in-depth discussion and demonstration of services to be provided, and questions and answers. It is anticipated that each presentation will not exceed one (1) hour. No Proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other Proposer.

5.8 Schedule

| Event Description | Date | Time |
|--------------------------|---------------|-------------|
| RFP Issuance | June 13, 2018 | |

| | | |
|----------------------|---------------|------------|
| Proposal Submissions | June 27, 2018 | 3:00PM EST |
| Award Decision | June 29, 2018 | 5:00PM EST |

5.9 Funding

The College's obligation and liabilities hereunder are subject to the appropriation of funds. If funds are not appropriated for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6.0 Examination of Specifications

Each bidder or authorized agent is expected to examine the bid specifications, contract documents and all other instructions pertaining to the proposal being requested. Failure to do so will be at the bidder's own risk, and the bidder cannot secure relief on the plea of error in the bid. KVCC reserves the right to accept or reject any and all bids in part or in whole.

7.0 Interpretation of Contract Documents

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretation shall be made in writing at least three (3) or more days before the proposal due date and submitted to:

Kevin Casey
 Database Analysis/Programming
 Kennebec Valley Community College
 92 Western Avenue
 Fairfield, Maine 04937

or via email kcasey@kvcc.me.edu

Any interpretation made to a bidder will be issued in the form of an addendum to the contract/bid documents which, if issued, shall be sent as promptly as practicable to all persons to whom the specifications have been issued. All such addenda shall become part of the contract/bid documents.

8.0 Preparation of Bids

To ensure all proposals are fairly evaluated, scored and ranked, it is very important that the RFP responses are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

KVCC seeks a Proposal that meets the specifications noted in this RFP. To facilitate the review process, KVCC requests one mailed copy of your bid. Your payment terms must be net 30.

9.0 Submission of Bid

The Proposal, which must be signed by a person having proper authority to legally obligate the offering company, along with any additional supporting material, **must be received no later than June 27, 2018 by 3:00 P.M. (EST)**.

All proposals shall be clearly marked “DATABASE ANALYSIS/PROGRAMMING” and mailed to:

Kevin Casey
 Dean of Technology and CSO
 Kennebec Valley Community College
 92 Western Avenue
 Fairfield, Maine 04937

Proposals may also be delivered to Kevin Casey at 123 Frye Building, 92 Western Avenue, Fairfield, Maine.

10.0 Withdrawal of Bids

All proposals must be valid for at least thirty (30) days after the proposal due date, after which time proposals shall expire unless the bidder was notified and agreed to an extension.

KVCC reserves the right to modify or withdraw this invitation, to reject any or all proposals, and to terminate any subsequent negotiations at any time. KVCC also reserves the right to choose the proposal that best meets the needs of its facility and training programs.

11.0 Taxation and Compliance

MCCS d/b/a KVCC is an educational institution organized under the laws of the State of Maine and its purchase of goods is exempt from state, federal, and local sales and use taxes. The successful bidder agrees to comply with all applicable federal, state and local statutes, laws, codes, rules, regulations, ordinances and orders in the performance of the Contract.

12.0 Prohibited Terms and Conditions

NOTICE TO ALL BIDDERS REGARDING CONDITIONS ON BIDS STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL KVCC CONTRACTS

The following Kennebec Valley Community College (KVCC) standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of KVCC. These terms and conditions derive from the public nature and limited resources of KVCC.

KVCC DOES NOT AGREE TO:

1. provide any defense, hold harmless or indemnity;
2. waive any statutory or constitutional immunity;

3. apply the law of a state other than Maine;
4. procure types or amounts of insurance beyond those KVCC already maintains or waive any rights of subrogation;
5. add any entity as an additional insured to KVCC policies of insurance;
6. pay attorneys' fees or costs for any other entity;
7. promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. permit an entity to change unilaterally any term or condition once the contract is signed; and
9. automatic renewals for term(s) greater than month-to-month.

By submitting a response to a Request for Proposal, bid or other like offer to do business with KVCC, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated either expressly or by reference to this notice into any agreement entered into between KVCC and your entity, and that your entity will not propose or demand any contrary terms;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of KVCC any contractual documents of any kind that are not in at least 11-point font and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize KVCC to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless KVCC in any and all legal actions that seek to compel KVCC to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between KVCC and your entity.

RIDER A

GENERAL PROVISIONS

- 1. CONTRACT PRICE**
- 2. INVOICES AND PAYMENTS.** Payments shall be made by M CCS within 30 days after receipt of an approved itemized invoice submitted by the Contractor upon his usual billing forms or business letterhead, or by any other manner which is mutually agreeable to the parties.
- 3. BENEFITS AND DEDUCTIONS.** The Contractor understands and agrees that he is an Independent Contractor for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to M CCS employees will accrue. The Contractor further understands that annual information returns as required by the Federal Internal Revenue Code or State of Maine Income Tax Law will be filed by M CCS with the Internal Revenue Service and the State of Maine Bureau of Taxation, and that State and Federal income tax may be withheld by M CCS

from amounts payable to the Contractor at the option of M CCS. Copies of such filings will be furnished by the M CCS to the Contractor for its income tax records.

4. **INDEPENDENT CAPACITY.** The parties hereto agree that the Contractor, and any agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of M CCS.
5. **CONTRACT ADMINISTRATOR.** All invoices, progress reports, correspondence and related submissions from the Contractor shall be directed to:

Name: Kevin Casey

Title: Dean of Technology

Address: KVCC 92 Western Ave. Fairfield, ME. 04937

Who is designated as the Contract Administrator on behalf of M CCS for this Contract.

6. **DEPARTMENT'S REPRESENTATIVE.** The contract Administrator shall be M CCS' representative during the period of this agreement. He has authority to stop the work if necessary to insure its proper execution. He shall certify to M CCS when payments under the Contract are due and the amounts to be paid. He shall make decisions on all claims of the Contractor, subject to expenditure approval in accordance with M CCS financial and administrative procedures.
7. **CHANGES IN THE WORK.** M CCS may order changes in the work, the Contract sum being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be made in writing and approved by the M CCS Contract Review Committee or campus President in accordance with M CCS financial and administrative procedures before executing the work involved.
8. **PERIOD OF PERFORMANCE.** The Contractor shall (check one as applicable)
 - A. Work when called by M CCS _____
 - B. Use due diligence to complete the work within a reasonable time.
 - C. Complete the work no later than _____
 - D. If the work is not completed by _____, Contractor shall pay M CCS as follows: _____.

- 9. SUBCONTRACTS.** Unless provided for in this contract, no contract shall be made by the Contractor with any other party for furnishing any of the work or services herein contracted for without the consent, guidance and approval of the Contract Administrator. Any subcontract hereunder entered into subsequent to the execution of the contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Contractor and his employees assigned for services thereunder.
- 10. SUBLETTING, ASSIGNMENT OR TRANSFER.** The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of this agreement or any portion thereof, or of his right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of this agreement shall in any case release the Contractor from his liability under this agreement.
- 11. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment relating to this agreement because of race, color, religious creed, sex, national origin, ancestry, age or physical handicap, unless related to a bona fide occupational qualification. The Contractor will take affirmative action to insure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting for the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this agreement, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age or physical handicap.
 - c. The Contractor will send to each labor union or representative of the workers with which he has a collective bargaining agreement or other contract or understanding, whereby he is furnished with labor for the performance of this contract, a notice advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
 - d. The Contract will cause the foregoing provisions to be inserted in any subcontracts for any work covered by this agreement so that such provisions shall be binding upon each subcontractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Contractor or any subcontractor holding a contract directly under the Contractor, shall, to the maximum extent

feasible, list all suitable employment openings with the Maine Department of Labor. This provision shall not apply to employment openings which the Contractor, or any subcontractor holding a contract under the Contractor proposes to fill from within its own organization. Listing of such openings, with the Maine Department of Labor shall involve only the normal obligations which attach to such listings.

- 12. EMPLOYMENT AND PERSONNEL.** The contractor shall not engage on a full-time, part-time or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of this agreement in the employ of M CCS, except regularly retired employees, without the written consent of the Contract Administrator. Further, The Contractor shall not engage on this project on a full-time, part-time or other basis during the period of this agreement any retired employee of M CCS who has not been retired for at least one year, without the written consent of the Contract Administrator.
- 13. M CCS EMPLOYEES NOT TO BENEFIT.** No individual employed by M CCS at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor. This provision shall not be construed to extend to this Contractor if made with a corporation for its general benefit.
- 14. WARRANTY.** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee or agent working solely for the Contractor to solicit or secure this agreement, and that it has not paid, or agreed to pay a company or person, other than a bona fide employee or agent working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this agreement. For breach or violation of this warranty, M CCS shall have the right to annul this agreement without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
- 15. ACCESS TO RECORDS.** The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to cost incurred under this agreement and to make such materials available to all reasonable times during the period of this agreement, and for three years from the date of the expiration of this agreement, for inspection by M CCS or any authorized representative of M CCS and copies thereof shall be furnished to M CCS, if requested.
- 16. TERMINATION.** The performance of work under the contract may be terminated by M CCS in whole, or, from time to time, in part whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of M CCS. Any such termination shall be effected by mailing to the Contractor of a Notice of Termination specifying the extent to which performance of the work under the contract is terminated and the date on which such termination become effective. The Contract shall be equitably adjusted to compensate Contractor for any immitigable costs of work in progress at the time of such termination. In any event, this contract shall terminate on _____.

- 17. GOVERNMENT REQUIREMENTS.** The Contractor warrants and represents that he and his subcontractors and persons under his direction and control will comply with all governmental ordinances, laws and regulations in connection with the work performed under this contract.
- 18. INTERPRETATION AND PERFORMANCE.** This agreement shall be governed by the laws of the State of Maine as to interpretation and performance.
- 19. OWNERSHIP.** All notebooks, plans, working papers, or other work produced in the performance of this contract are the property of MCCS and upon request shall be turned over to MCCS.
- 20. MCCS HELD HARMLESS.** The Contractor agrees to indemnify, defend and hold harmless MCCS, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials 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 who may be injured or damaged by the Contractor in the performance of this Contract and against any liability including costs and expenses for violation of proprietary rights, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use or disposition pursuant to this Contract of any data furnished under this Contract or based on any libelous or other unlawful matter contained in such data, provided that any such claims, losses or damages are not the result of the negligence or intentional acts of MCCS, its officers, agents or employees.
- 21. APPROVAL.** This contract is subject to the approval of the Chairman of the MCCS Contract Review Committee, before it can be considered as a valid, executed document.
- 22. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and neither party shall be bound by any statement or representation not contained herein.