



**REQUEST FOR PROPOSAL  
SOFTWARE SOLUTION**

**RFP# 21-099  
CISCO Networking & Voice over IP Equipment and Services**

**RFP ISSUE DATE:**  
MARCH 16, 2021

**DEADLINE FOR INQUIRIES/QUESTIONS:**  
APRIL 5, 2021 AT 3:00 P.M. LOCAL ARIZONA TIME

**ALL INQUIRIES MUST BE DIRECTED TO:**  
KATHLEEN SHIPMAN, CPPB  
EMAIL: [kathleen\\_shipman@tempe.gov](mailto:kathleen_shipman@tempe.gov)  
PHONE: 480-350-8617

**RFP DUE DATE AND TIME:**  
APRIL 19, 2021 @ 3:00 PM LOCAL ARIZONA TIME

**SUBMITTAL LOCATION:** Due to the COVID Virus, Tempe will only accept an e-copy of the completed and signed proposal via e-mail to the following address:  
[Bids@tempe.gov](mailto:Bids@tempe.gov)

No hard copy proposals will be accepted at this time.

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## Format of Documents

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions, and provide pricing within the actual document. The boxes in the tables are auto expanding and will allow you to insert as much information as you feel is required, however, proposals should be prepared as simply as possible and provide a straightforward concise description of the submitter's capabilities to satisfy the requirements of the RFP. **DO NOT assume that you will have any opportunity to make a presentation or explain any item or detail after the proposal due date and time.**

Any supplemental documentation that you feel is necessary for your response should be added in the appropriate section and numbered in accordance with the section numbering, e.g, 1.1, 1.2. 1.1.1, 1.1.2, etc. **Supplemental documentation not clearly identified to a correlating question may not be evaluated. The evaluation committee shall have the final determination as to what is considered "clearly identified".**

So that competing proposals can be compared equally, responding firms need to assemble their proposals in adherence to the layout requirements. All responses must be submitted in a sealed package.

# General Instructions

Failure to follow these instructions may result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

## 1. **Preparation of Proposal:**

- A. Proposals should be submitted to the City of Tempe (“City”) in the sequence specified herein, on the forms attached hereto, including Vendor’s Offer, Form 201-B (RFP).
- B. All proposals should be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation addendums should be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror should submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.
- E. Offeror should identify each subcontractor to be utilized in the services and/or work set forth herein, in the proper form as indicated.

## 2. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

- A. “City” means the municipal corporation of the City of Tempe, Arizona.
- B. “Code Governance” means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
- C. “Contract” means the agreement for the procurement of goods, services, work, construction, and/or concessions.
- D. “Contractor” means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
- E. “Deliverable” means the Hardware, Software, and Documentation so designated in a Statement of Work.
- F. “Documentation” means collectively: (a) all of the written, printed, electronic, or other format materials published or otherwise made available by Offeror that relate to the functional, operation, and/or performance capabilities of the Software; (b) all user operator, system administration, technical, support, and other manuals and all other written, printed, electronic, or other format materials published or otherwise made available by Offeror that describe the functional, operational, and/or performance capabilities of the Software, including but not limited to the Functional Specifications and any applicable Software acceptance plan; and (c) any other Deliverable that is not Hardware or Software. Documentation shall not include Source Code.
- G. “Functional Specifications” means those specifications to which the Software shall conform as set forth in this RFP.
- H. “Offer” means a written offer to furnish goods, services, work, materials, construction, and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

# General Instructions

“Offeror” means a business, entity, or person who submits an Offer in response to a competitive solicitation.

- I. “Public Record” means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
  - J. “Purchase Order” means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction, and/or concessions to the City.
  - K. “Request for Proposal” means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction, and/or concessions.
  - L. “Software” means those Deliverables that are classified as software, as well as documentation furnished therewith by Offeror or its subcontractors in the normal course of business.
  - M. “Services” means the work done by Offeror in support of the Software, including but not limited to development services, installation services, training, consulting, support, telephone support, and such other services as described in any Statement of Work.
3. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor’s proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
  4. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor’s proposal Offer in response to this Request for Proposal to be valid and irrevocable for one-hundred eighty (180) days after the proposal due time and date.
  5. **Late Responses:** The Offeror assumes responsibility for having the Proposal submitted on time via e-mail to the address shown on the front page of this RFP. Any Offers received after the Solicitation Due Date and Time shall not be considered and will be returned to the Offeror. The Offeror assumes the risk of any delay in the electronic processing of the supplier’s e-mail through both parties (Supplier and City) networks. Offerors must allow adequate time to ensure that the e-mail is timely received by the City at the designated e-mail address. All times referenced are Tempe, Arizona local times. Respondents agree to accept the time and date that is recorded on the received e-mail as the official time. Any e-mail submissions that are timed at 3:01 or later on the schedule due date will be considered late and not considered.
  6. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal’s number, page and paragraph at issue. Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than the deadline indicated on the cover page of this document. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal.
  7. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
  8. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

## General Instructions

9. **Solicitation Addenda:** Receipt and acceptance of a Request for Proposal Addendum should be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and rejected.
10. **Line Item Award:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
12. **Estimated Quantities:** This Request for Proposal may reference quantities as a general indication of the City's needs. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
13. **Offeror's Separate Agreement:** Any documents, license agreements, terms and conditions, terms incorporated by reference, or forms (including separate contract, maintenance agreement, or training agreement) intended by the Offeror to be included in any resulting Contract, or signed by the City must be submitted with proposal. Any proposed document should be tailored to the specific requirements of the City's Request for Proposal and overall conformity with the City's Request for Proposal requirements. Submittal of documents previously approved and accepted by another government entity is preferred. The failure of an Offeror to reach an acceptable Contract to the satisfaction of the City will result in the proposal being considered as nonresponsive and rejected. No documents will be considered unless submitted with Offer and approved by the City Procurement Office.
14. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.  

It is recognized that more than one method may be used to accomplish the sought-after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror should list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.
15. **Proposal and Technical Questionnaires:** Offeror must complete both the Proposal and Technical Questionnaires portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaires. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.  

If supporting documentation is required, Offeror should provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.
16. **Travel:** Pricing provided on Pricing Schedule shall not include travel and travel related costs unless otherwise specified.

# General Instructions

17. **Pricing:**
- A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed.
  - B. In the case of system proposals, Offeror should identify all items which are required to make the system function in accordance with the specifications stated in the Request for Proposal.
  - C. If provided pricing pages do not cover all such items, the Offeror should include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with specifications stated in the Request for Proposal.
18. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Offerors will make their interest known to the Procurement Officer (prior to the scheduled opening) if they wish to be present (virtually) to witness the proposal opening. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.
19. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.
20. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for Best and Final Offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:
- A. Determine in greater detail such Offeror's qualifications;
  - B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
  - D. Agree upon compensation, which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.
  - E. Discuss the nature of or reasons for any exceptions to the Terms and Conditions that were taken.
21. **Exceptions to Terms and Conditions:** Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.

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22. **Certification:** By signing the “Vendor’s Offer”, the Offeror certifies:
- A. The submission of the vendor’s proposal Offer response did not involve collusion or other anti-competitive practices.
  - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code (“TCC”), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the City’s Procurement Officer to demonstrate compliance with TCC section 2-603(5), or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
  - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the “Vendor’s Offer” or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
  - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.
23. **Contract Formation:** The final Contract between the Offeror and the City shall consist of the Request for Proposal provisions, the Offeror’s Proposal submitted, as may be found responsive and approved by the City, any exceptions taken by Offeror that the City has agreed to and any supplemental agreement that the City has agreed to. In the event of a conflict in language between the documents, the provisions of the City’s Request for Proposal shall govern, unless the City has agreed to any modifications of those RFP provisions. The City’s Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties, unless the City has agreed to any modifications of those RFP provisions. All previous contracts between the Offeror and the City are not applicable to the final Contract. Any future contracted vendor documents that conflict with the language and requirements of the Contract will be void.
24. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office (“Contract”). Unless this Request for Proposal includes separate contract documents (including any required software license or master services agreement) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an addendum approved by the City.
25. **Taxes:** Unless specified herein, sales, use or federal excise tax should not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City’s Tax and License Office at (480) 350-2955 or visit their web site at [www.tempe.gov/salestax](http://www.tempe.gov/salestax).
26. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Pricing Schedule of this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
27. **Delivery:** Unless stated otherwise in this RFP, if applicable, all prices shall be F.O.B. Destination/Installation and shall include all, freight, delivery, and installation at the destination(s).
28. **Proposal Results:** Offerors may attend the scheduled proposal opening virtually at which the name of each Offeror will be publicly read. It is the responsibility of the Offeror to make their interest known if they would like to



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attend the proposal opening virtually. All other information contained in the proposals shall be kept confidential until the Contract is awarded. After award of Contract, an appointment may be made with the Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page ([www.tempe.gov/procurement](http://www.tempe.gov/procurement)) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting ([http://documents.tempe.gov/sirepub/?sort=meet\\_date](http://documents.tempe.gov/sirepub/?sort=meet_date)).

30. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerks website at ([http://documents.tempe.gov/sirepub/?sort=meet\\_date](http://documents.tempe.gov/sirepub/?sort=meet_date)) and at the Procurement Office front counter and web site for public review ([www.tempe.gov/procurement](http://www.tempe.gov/procurement)). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

# Standard Terms and Conditions

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law and Venue:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by Arizona law and lawsuits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
  
2. **Availability of Funds for the Next Fiscal Year:** Unless funds are available and annual payments are made in advance, the City's obligation for continued performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination.
  
3. **Compliance with Laws:** Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.  
  
Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.
  
4. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
  
5. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
  
6. **Contract Modifications:** The final Contract may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.
  
7. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation.

# Standard Terms and Conditions

8. **Cooperative Use of Contract:** The Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <https://www.mesaaz.gov/business/purchasing/save> for more information. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

9. **Dispute Resolution:** The City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract prior to either party initiating litigation, unless such litigation is necessary to prevent irreparable harm or to preserve rights or remedies.

10. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific product(s) or service(s) being billed. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

11. **Events of Default and Termination:**

A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.

- i) Any failure by Contractor to provide services and/or Deliverables that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
- ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;
- iii) Any failure of Contractor to commence work or provide services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

- i) Terminate the Contract;
- ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract;

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies.

D. **Termination for Cause.** Either party may terminate the Contract for material breach by written notice, effective in thirty (30) days, unless the other party first cures such breach. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

# Standard Terms and Conditions

12. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.
13. **Force Majeure:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, Internet or other communication line failure not the fault of the affected party and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  - B. Force majeure shall not include the following occurrences:
    - i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
    - ii) Late performance by a subcontractor.
  - C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.
14. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.
15. **Indemnification:**
- A. **Indemnified Parties & Claims.** The "Indemnified Parties" are the City and its agents, officers, officials and employees. An "Indemnified Claim" is any third party claim, suit, or proceeding against the Indemnified Parties arising out of, related to, or alleging: (i) infringement of any patent, copyright, or other intellectual property right by the Services or a Deliverable; or (ii) injury to or death of any individual, or loss of or damage to real or tangible personal property, caused by the negligence of Contractor or of any of its agents, subcontractors, or employees.
  - B. **Indemnify.** Contractor will indemnify, defend, and hold the Indemnified Parties harmless against any Indemnified Claim, provided City gives Contractor prompt notice of such Indemnified claim. Contractor's obligations set forth in the preceding sentence include, without limitation, retention and payment of attorneys' fees and payment of court costs, as well as settlement at Contractor's expense, payment of judgments, or both.
  - C. **Litigation.** Contractor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; providing City will have the right to approve the terms of any settlement or compromise that restricts its rights granted under this Agreement or subjects it to any ongoing obligations.

# Standard Terms and Conditions

- D. Exclusions. Contractor's obligations set forth in subsection (b) above do not apply to the extent that an Indemnified Claim arises out of:
- a. City's violation of the Contract
  - b. Revisions to a Deliverable made without Contractor's written consent
  - c. City's failure to incorporate revisions to a Deliverable that would have avoided the infringement alleged in the Indemnified Claim, provided that the Contractor offered such revisions without fees or charges not otherwise required pursuant to the Contract
  - d. Use of a Deliverable in combination with hardware or software not provided by Contractor: (A) that is specifically forbidden by the relevant Statement of Work (including without limitation any specifications included or referenced therein); or (B) that is not designated in the Statement of Work as available for interface with the Deliverable, unless such hardware or software is necessary for the Deliverable to perform a function listed in such Statement of Work.
- E. The amount and type of insurance coverage required by the City will in no way be construed as limiting the scope of indemnity required.
- F. This provision shall survive the term of the resulting final Contract.
16. **Interpretation of Parole Evidence:** The Contract resulting from this Request for Proposal is intended as a final expression of the agreement between the parties. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
17. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
18. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.
19. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion. An assignment is allowed only when all prices, discounts, terms and conditions of the original proposal documents and contract award remain unchanged unless negotiated by the City. Any assignment by operation of law in the context of the sale of substantially all of a party's stock or assets shall not constitute an assignment for the purposes of this prohibition.
20. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office  
Attn: Procurement Officer  
20 E. 6<sup>th</sup> Street (Second Floor)  
Mail Stop 02-5  
PO Box 5002  
Tempe, Arizona 85280

[Contractor's Name]  
[Attn of Offeror Named in Contract]  
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

# Standard Terms and Conditions

21. **No Waiver:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
22. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.
23. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
24. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
25. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or Procurement Office.
26. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
27. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
28. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
  - A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");

# Standard Terms and Conditions

- B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
- C. Is engaged in activities prohibited in the Order; or,
- D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

29. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

30. **Warranties:**

A. Function

Contractor warrants that each Deliverable will substantially conform to its Functional Specifications in the relevant Statement of Work for a period of one (1) year following acceptance of such Deliverable, or for such other period as is set forth in such Statement of Work and such warranty shall survive inspection, test, acceptance, use, and payment. This warranty coverage shall apply to any modifications made to the Software by the Contractor.

B. Infringement/Ownership

Contractor warrants that it owns all rights, title, and interest in and to the Software, or that in the case of any third-party software that it has the right to grant a sublicense to use such third-party software.

C. No viruses

Contractor warrants that the Deliverables and any media used to deliver them contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems. Contractor warrants that it will use commercially reasonable virus detection computer software programs to test the Software licensed hereunder for viruses prior to delivery to City and that Contractor will continue to take such step with respect to any code delivered to City to correct any identified error. City hereby warrants that it will use commercially reasonable virus detection computer software programs to test the Software licensed hereunder for viruses prior to installation and that City will continue to take such step with respect to any code delivered to City to correct any identified error. When applicable and relevant, Contractor warrants that it will maintain a copy of the current version and the one (1) immediately preceding version of the Software which have been tested as set forth herein. Upon City's request, Contractor agrees to make such copy of the Software available to City, for City's comparison with City's copy of the Software. Contractor further warrants to City that it is not the policy of Contractor to intentionally include disabling mechanisms or computer viruses into software provided to the City and that should such policy change, Contractor will advise City in advance and, upon City's request, will provide City with the code(s) necessary to defeat any such disabling mechanisms or computer viruses, intentionally inserted by Contractor or its employees into the Software.

D. Software and Services Performance

Contractor warrants that the Software and any services provided by Contractor will free from material defects in workmanship and materials that prevent them from substantially meeting the Functional Specifications. Contractor further warrants that any services provided to the City will be performed in a workmanlike manner and in accordance with the prevailing professional standards of the software industry.

# Standard Terms and Conditions

## E. Allowable Disclaimers

Contractor will furnish the above warranties in lieu of all other warranties, expressed or implied, including the warranties of merchantability and fitness for a particular purpose. Contractor does not warrant that the operation of the Software will be uninterrupted or error free.

31. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.
32. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific goods and/or services awarded by the Contract Award Notice or Contract Modification by entering into a Statement of Work with the Contractor. Each Statement of Work must cite the correct Contract number. Such Statement of Work is required for the City to order and the Contractor to deliver the goods and/or services. No Statement of Work is effective until signed by authorized representatives of each party.
33. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.



# Special Terms & Conditions and Instructions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for 120 days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of any resultant Contract shall commence on the date of award and shall continue for two (2) years, unless terminated, canceled, or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of two (2) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Delivery:** Delivery is an important consideration and shall be considered a material factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Offeror must expressly state any variations in delivery time by item.
7. **Pricing:**
  - A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed.
  - B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accord with stated Request for Proposal.
  - C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with stated Request for Proposal.
8. **Turnaround Time:** Offeror must be capable of providing a work completion turnaround time for requested delivery of materials and/or services within the time stated in this Request for Proposal. Turnaround time is defined as the time frame beginning with the Contractor being notified of a need by the City and ending with the delivery of the work in completed form back to the City within the specified time. Proposal shall provide any required pick-up and delivery as part of the proposed price response to the City.
9. **Change Order:** The City Procurement Office reserves the right to execute change orders reflecting a quantity increase within ninety (90) days from Contractor's initial delivery date. No change order will be executed outside of the scope of the City's Request for Proposal and the Contractor's Proposal and price response.
10. **Product Discontinuance:** The City may award Contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission by the City to substitute a new product or model and provide all of the following:

# Special Terms & Conditions and Instructions

- A. A formal announcement from the manufacturer that the product or model has been discontinued;
  - B. Documentation from the manufacturer that names the replacement product or model;
  - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
  - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
  - E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
11. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of materials (equipment/products) ordered as a result of this Request for Proposal which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
12. **Price Adjustment:** The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit-sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
13. **Payment:** For a single requirement purchase, the City will make an effort to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of invoice.
14. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
15. **Subcontractor(s):** The City reserves the right to approve all subcontractors. Contractor is responsible for all actions of subcontractors. Contractor shall name subcontractors as additionally insured, in addition to the City on all required insurance documents.
16. **Confidential Information.** If confidential proprietary information of the Contractor(as determined by the City and the Contractor), is requested by a third party from the City pursuant to a public records request, subpoena or other process, Contractor shall be responsible for protecting its confidential information, and for representing itself and the City (with the City retaining the right to approve the selection of any attorneys hired to defend its interests), in any resulting legal actions. Contractor shall be responsible for any and all costs involved in such representation, including the payment of attorneys' fees, court costs and other expenses as may be required to protect such information.
17. **Insurance:**
- A. **Insurance Required:** Prior to commencing services under a final Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Contractors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

## Special Terms & Conditions and Instructions

- B. A Contract Award Notice or Purchase Order will not be issued to a Contractor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Offeror selected for award.
- C. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.
- i. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
- a. Commercial General Liability
- Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.
- In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance. Such policy shall contain a "severability of interests" provision.
- b. Worker's Compensation
- The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.
- In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.
- c. Automobile Liability
- Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services within Arizona. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

## Special Terms & Conditions and Instructions

- D. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by the Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- E. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of the Contract.
- F. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
- G. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- H. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
- I. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- J. Certificates of Insurance. Prior to commencing work or services under the Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by the Contract are in full force and effect. Such certificates shall identify the Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
- K. Copies of Policies. The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- L. Brand Name Only Specifications: When the specification calls for "Brand Name Only," the brand name called out is the only product that will be considered for award. This decision is reserved for those rare situations where there are systems or compatibility issues or life/safety issues that require the City to remain consistent with the brand of product established. In these situations, the City will not consider any other brand of product other than the brand called out.

# Special Terms & Conditions and Instructions

18. **Payments - After Invoice:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of itemized invoice(s), unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
19. **Contract Submittal:** Offeror is to furnish a copy of its proposed contract with its proposal response. Contractual considerations are an important evaluation factor and will be considered in making an award decision. Any proposed contract should be tailored to the specific requirements of the City's Request For Proposal and overall conformity with the City's Request for Proposal requirements. The failure of an Offeror to reach an acceptable contract to the satisfaction of the City will result in proposal rejection.
20. **Conduct and Dress Code:** The Contractor's employees shall maintain proper conduct at all times while on City property. Employees shall respect other personnel at the work site. Abusive language, ethnic and racial slurs, sexual comments and jokes, shouting, and gestures toward other personnel will not be tolerated. Any occurrence will result in immediate action with possible dismissal of that employee.

Employees will be neatly dressed with badges or uniforms that identify them as employees of the Contractor.

21. **Safety, Health and Sanitation:** The Contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code.

The Contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this Contract. The Contractor shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The Contractor shall also take any necessary actions as directed by the City of Tempe Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site.

Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated there under.

22. **Protection and Restoration of Property and Landscape:** The Contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The Contractor's responsibility will not be released until the project has been completed and accepted.

If damage is caused by the Contractor, the Contractor shall restore at no cost to the City of Tempe, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City of Tempe has inspected the corrected damage or injury and has signed-off the completion and acceptance.

Contractor shall not dump spoils or waste material on private or private public property without first obtaining from the owner written permission for such dumping.

23. **Responsibility for Work:** The Contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective Contract obligation is completed and accepted by the City of Tempe. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City of Tempe. Partial payment for any completed portion of work shall not release the Contractor from such responsibility.

24. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City of Tempe. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City of Tempe sites. The Contractor must, however, furnish the City a current employee register on the issuance of this Contract and

## Special Terms & Conditions and Instructions

updated every six (6) months thereafter. This register must contain the Name, Social Security Number, Phone Number, and Address.

25. **Sub-Contractor(s):** The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City of Tempe on all required insurance documents.
26. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when using landscape equipment such as, but not limited to lawnmowers, blowers, weed whackers, etc. Monitoring of safer work performance will be performed by City staff.
27. **Materials and/or Equipment:** Materials and/or equipment, furnished by the City will be delivered or made available to the Contractor when necessary. The Contractor will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.
28. **Project Data and Documents:** The Contractor shall be entitled to rely upon the accuracy of all data furnished by the City, which is or may be used by the Contractor in the provision of services under this Contract. The Contractor has the right to retain and use all data furnished, and all plans, designs, specifications and other work product created by the Contractor during its provision of service under this Contract.

# Special Terms & Conditions and Instructions

## Federal Requirements of Solicitation

### FEDERAL FUNDING REQUIREMENTS

- Affordable Care Act:** The Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the Public entity as required by State or Federal law.
- Disclosure of Lobbying Activities –** Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the Offeror must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000)
- Certification Regarding Lobbying:** Pursuant to 31 USC 1352, the Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.
- Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation:** The Offeror will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.
- Contract Work Hours and Safety Standard Act:** The Offeror shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$100,000)
- Debarment, Suspension, Ineligibility and Voluntary Exclusion:** By signing the Offer & Acceptance form, the Offeror shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The Offeror shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)
- Energy Policy and Conservation Act:** The Offeror shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat.871.)
- Equal Employment Opportunity:** The Offeror shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).
- Termination Clause:** The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)
- E-Verify Requirement:** The Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

## Special Terms & Conditions and Instructions

11. **Description of process for enabling vendors to receive or pick-up orders upon contract award:** Once the Public entity has made the decision to order from an awarded vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to vendor via automated process, based upon the needs of the Public entity. No volume is implied or guaranteed.
12. Positive efforts shall be made to involve minority and small businesses.



## Downloading of Documents

If you have received this solicitation via one of the companies that provide solicitations to members, it is important that you download a copy from the City of Tempe website – this is the only way that the City can guarantee that you receive any addendums related to the solicitation.

Below is the link to the Tempe Solicitations:

<https://www.tempe.gov/government/internal-services/finance/procurement>

# Background

**Background:** The purpose of this solicitation is to develop a long-term agreement with a qualified firm to provide a host of CISCO networking & Voice Over IP Equipment and Services to support the City's technology infrastructure. Through this contracting effort it is a primary goal of the City to develop a cohesive and mutually beneficial relationship with a firm that can partner effectively with IT staff to support, maintain, and enhance the City's technical infrastructure.

## **RFP Communications/Inquiries**

Upon release of this RFP, all communications shall be directed in writing, via Email, to the Procurement Officer listed below. No other agency official or employee is empowered to speak for the City or Agencies with respect to this procurement. Unauthorized contact with any employee of any department within the City of Tempe or other Agency may result in disqualification from the RFP process. Any oral communication will be considered unofficial and non-binding on the City or other Agencies.

**The RFP number assigned to this Request MUST be contained in the subject line of all correspondence.**

Contact the following individual for clarification of this RFP:

Kathleen Shipman, CPPB  
Procurement Officer  
Tempe Procurement Office  
Kathleen\_Shipman@tempe.gov

## **Economy of Proposal**

Proposals should be prepared simply and economically, providing straightforward and concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representation beyond that sufficient to present a complete and effective proposal are neither required nor desired.

# Scope of Work

The purpose of this Request for Proposal (RFP) is to establish a contract with a qualified firm to purchase CISCO Networking, security, radio interoperability and Voice over IP equipment, software, support and services in order to operate and maintain its existing network infrastructure. Any resultant contract shall be subject to renewal for subsequent periods as provided for within the Special Terms and Conditions of this Request for Proposal (RFP).

Only CISCO products shall be offered and no other manufacturer will be considered.

Resulting contract shall be monitored under the supervision of the City Procurement Office and Information Technology.

## Award of Contract

The City intends to make a single award.

## Estimated Annual Spend

The annual estimated spend will be between \$11,000,000 and \$12,000,000.

## Multi-Agency Procurement

The following agencies have given their express intent to purchase from resulting contract. Any and all S.A.V.E. members may also purchase from resulting contract.

AGENCY NAME	
• City of Tempe	• \$1,164,000
• Cartwright School District	• \$1,000,000
• Crane Elementary School District	• \$287,000
• Peoria Unified	• \$300,000
• City of Surprise	• \$500,000
• MESA Gateway Airport	• \$30,000
• Wilson School District	• \$41,000
• MESA Public Schools	• \$8,000,000
TOTAL	\$11,322,000

All agencies named in this RFP hereafter referred to as "Agency or Agencies".

## Minimum Qualifications

The following requirements have been identified as mandatory minimums for this procurement. Firms that do not meet these mandatory minimums will be deemed non-susceptible and removed from the evaluation process.

- Accreditation – Offeror shall possess currently, at a minimum the following accreditations:
  - Cisco Partner (Premium, Premier, Silver, or Gold)
  - Cisco Advanced Unified Communications Specialization
  - Cisco Collaboration Architecture certification
- Offeror must have sufficient depth of skilled technical staff to adequately deploy and support Cisco products.

# Scope of Work

- The contractor shall maintain a sales and engineering office within the Phoenix metropolitan area.
- Offeror shall warrant that the products are newly built (NO GRAY MARKET) and in their original box.
- Firm shall purchase equipment from Cisco or through Cisco Authorized Channels only, in accordance with all applicable laws and current Cisco applicable policies at the time of purchase.
- Offeror has the ability to offer the City refurbished equipment, but such equipment and proposals must be clearly stated in quote and/or statement of work.

## Warranty

All software shall be guaranteed for a minimum period of one (1) year. No partial warranties shall be accepted.

All work performed by the Contractor and/or subcontractors pursuant to this agreement shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience, and knowledge. Contractor further guarantees the delivered solution is properly designed, operable, and equipped for the proposed use by the City and is in strict conformity with the Scope of Work section.

Offeror shall warrant and guarantee further that the solution furnished is of good workmanship and materials and that the same is properly designed, operable and equipped for the proposed use by the City and is in strict conformity with the detailed Specifications (RFP, Questionnaire, etc.).

## Services Under Warranty

If it becomes necessary for the City to contract out for warranty support, due to inability or failure of the Contractor to perform such support in a reasonable time, the Contractor shall reimburse the City for any invoices for labor required to perform such service.

## Hourly Service Rates

Offerors shall provide hourly rates for services as specified on the Price Sheet. Offeror may also specify any other related services they offer and corresponding hourly rate within their offer. The City shall identify the following categories of service to be provided:

- Presales support
- Design and analysis
- Configuration
- Implementation
- Installation
- Training
- Troubleshooting
- Maintenance
- Support of Data
- Support of Voice
- Support of Multimedia Network-based, Network-embedded Products

# Scope of Work

## Annual Service Plans

The offeror shall offer Annual Service Plans for CISCO hardware and software. Offerors shall supply the following information within their proposal for any Annual Service Plan offered:

- Description of Annual Service Plan(s)
- Percentage Discount off each Annual Service Plan offered
- Service contract management

## Service Requests

The offeror shall provide a single contact number or database to verify the device serial number or software license is covered under a maintenance contract for ease of ticket opening during a network outage.

## Maintenance and Support

The equipment specified in this solicitation is dependent upon the availability of prompt professional service both during warranty and follow-on maintenance. In order to be considered for award, each potential contractor is required to have existing maintenance management services to interface between the Agency and Cisco. All new equipment will be automatically added to the Cisco maintenance contract. All equipment must be on a single contract. Each year the vendor will facilitate an audit of retired equipment and manage the support contract renewal between Agency and Cisco.

Maintenance and Support shall commence after one (1) year warranty period ends. The City expects that all maintenance and support services shall be included as part of the annual fees offered. Maintenance and support will be paid annually up front after the one (1) year warranty period ends.

## Pricing

### New Equipment

All equipment and services shall be priced as a FIXED PERCENTAGE DISCOUNT OFF CISCO'S LIST PRICE for the CISCO price list. The percentage discount off CISCO List Price offered for each product category in this solicitation shall remain in effect for the duration of the contract (award and renewals). Any discount percentage offered shall be applicable to all CISCO products offered by the manufacturer in each category, shipping, handling, service, and all charges to any address within the Agency or any address specified on the ordering document. Discount percentages for each category will also apply to new products offered by the manufacturer as they become available on the CISCO List Price Catalog during the duration of any awarded contract.

All pricing submitted must be for "new equipment. NO GRAY MARKET

The Cisco Products are categorized as follows:

Group 1	CISCO network and upgrade components, etc.
Group 2	CISCO Unified Communications – Communications Manager, Unity, Jabber, Expressway, Emergency Responder, Unified Contact Center Express, Cisco Webex Contact Center, etc.
Group 3	CISCO Unified Computing Products, blade servers, rack servers, storage appliances, fabric interconnects, fabric extenders, etc.
Group 4	CISCO Radio interoperability products and solutions, etc.
Group 5	CISCO Network security products, etc.
Group 6	CISCO System software and monitoring tools, etc.
Group 7	CISCO Unity products and services, etc.
Group 8	CISCO Physical Security Products, Video Surveillance, IP Cameras, Access Control, etc.

## Scope of Work

Group 9	CISCO Wireless, etc.
Group 10	CISCO Miscellaneous devices, peripherals, digital signage, cables for operation or interfacing of CISCO equipment, etc.
Group 11	CISCO Annual Service Plans or equivalent service contract for CISCO hardware and software support, etc.
Group 12	Remanufactured or refurbished items may be offered. Offeror shall provide a separate schedule as "optional".
Group 13	CISCO annual service contract for CISCO hardware and software support, etc.
Group 14	Flex Enterprise Agreement - CISCO
Group 15	SaaS - CISCO
Group 16	Conferencing – Webex Meetings, Webex Events, etc.
Group 17	Collaboration Endpoints – phones, headsets, video conferencing devices
Group 18	Cisco Data Center Switching
Group 19	Cisco Meraki Cloud Managed solutions
Group 20	Cybersecurity Products and Services

Offerors may provide a different discount for each category specified.

Firm shall include an electronic copy or link to the current Cisco Price List. The offeror shall specify in their offer how they are providing CISCO's price list.

### **Volume Purchase Discounts**

The Agency may occasionally have a need for a large individual spot purchase, warranting special "Big Deal" pricing. Any resultant contractor shall be able to provide better discounts, as applicable, for these large volume purchases. In addition, special promotional discounts may also be offered during the contract period.

### **Invoicing and Delivery**

Packing slip and invoice must identify Agency requisition number, departmental purchase order or purchase order number and product serial number(s). Packing slip and invoice line items must match quote line items. Should quote, packing slip and invoice line items not match, payment will be held, until corrected packing slip and invoices are received. Multiple orders/backorders may not be combined on a single packing slip and invoice. Partial shipments will not be accepted without prior approval from the Agency. Please note that all agencies may not have a dock and/or forklift.

Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

### **Product Recall**

Awarded contractor assumes full responsibility for prompt notification of any product recall in accordance with the applicable state and federal regulations.

# Technical Questionnaire

Responses to proposal questionnaire and related documents, exhibits, etc. are to be organized in the same sequence as presented in the questionnaire. Supporting documents, exhibits, etc. not clearly identified to correlating question will not be evaluated. The evaluation committee shall have the final determination to what is considered "clearly identified".

- A. If selected, will your company allow other government agencies to utilize this Contract? Yes  No

If no, please explain:

Response:

- B. Will your firm accept the City's Procurement Card (Master Card) for payment? Yes  No

## CISCO Authorizations and Certifications

1. Is your firm an authorized and certified CISCO sales and service dealer? Yes  No

If yes, submit verification of authorization/certification with offer.

2. List CISCO and other relevant technical authorizations/certifications that are applicable to this RFP.

Response:

## Firm's Experience and Qualifications

### Firm's Overview

1. Provide a general overview and brief history of your organization, including parent and/or subsidiary companies, expertise, number of employees, stability and its capability to provide the required services.

Response:

2. Does your firm have an office location within the Phoenix metropolitan area that meets the minimum qualifications requirements of this RFP? A no response to the question will result in the removal of your firm from the evaluation process. Yes  No

# Technical Questionnaire

If yes, provide the complete address information (street address, city, state and zip code).

Response:

3. Does your firm have any other sales offices in the State of Arizona?      Yes       No

If yes, provide location and specify all services to be performed out of the sales offices.

Response:

- Accreditation - Offeror shall possess currently, at a minimum the following accreditations:
  - Cisco Partner (Premium, Premier, Silver, or Gold)
  - Cisco Advanced Unified Communications Specialization

4. Is your firm currently a Cisco Partner (Premium, Premier, Silver, or Gold)?      Yes       No

If yes, please specify which (Premium, Premier, Silver, or Gold).

Response:

- If yes, does your firm certify it will maintain its Cisco Partner accreditation for the life of the contract?      Yes       No

5. Is your firm currently a Cisco Advanced Unified Communications Specialization Partner?      Yes       No

- If yes, does your firm certify it will maintain its Cisco Advanced Unified Communications Specialization accreditation for the life of the contract?      Yes       No

6. Is your firm currently a Cisco Collaboration Architecture Certification Partner?

If yes, does your firm certify it will maintain its Cisco Collaboration Architecture Certification for the life of the contract?

7. Does your have sufficient depth of skilled technical staff to adequately deploy and support Cisco products?      Yes       No



# Technical Questionnaire

8. As specified in the Scope of Work, describe in detail all services proposed to the Agencies. All associated costs for these services shall be stated on the Price Sheet. (attachments may be used):

Response:

## General Questions

9. Has your firm gone by a different name in the last five (5) years? If yes, please list names below. Yes  No

Response:

10. Has your firm merged with or acquired by another organization within the past three years? If so, please provide details. Yes  No

Response:

## Debarred and Legal

11. Within the previous five years has your firm been debarred from contracting with any local, state, or federal governmental agency? If yes, explain below. Yes  No

Response:

12. Within the previous five years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency? If yes, explain below. Yes  No

Response:

## Financial and Legal

13. Is your firm in the process of or in negotiations toward being sold? Yes  No

# Technical Questionnaire

- |  |     |  |    |  |
|--|-----|--|----|--|
| 14. Has the Proposer ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?       | Yes |  | No |  |
| 15. Has your firm had any Internal Revenue related liens assessed in the last 10 years?  | Yes |  | No |  |
| 16. Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the Agency? | Yes |  | No |  |
| 17. Does your firm have outstanding judgments pending against it?  | Yes |  | No |  |

**Proposer Staff and Training Services**

- List designated Contract Manager who will be responsible for managing all work provided by any resulting contract. (This individual shall be considered "Key Personnel."). **Provide a brief overview of the experience and background.**

Contract Manager Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cellular Phone \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

- List the sales staff (team) that will be responsible for supporting the Agencies accounts, based upon your capabilities at the time of proposal opening.

Response:

- Provide the names, office addresses and technical certification's for consulting staff located in Arizona.

Arizona Location(s)	Consultants	Certifications

# Technical Questionnaire

Arizona Location(s)	Consultants	Certifications

4. Provide the names, office addresses and technical certification's for consulting staff located outside of Arizona.

Non-Arizona Location(s)	Consultants	Certifications

### Training Services

5. Please provide and explain any training, if available, for specific products being proposed. If training is not supplied directly by your company, please provide details regarding training organization and describe the relationship with the training organization. All associated costs for these services shall be stated on the Price Sheet.

Response:

### Value Added Services

# Technical Questionnaire

1. Please describe in detail the value-added services your firm would be able to provide and how that would benefit each agency.

Response:

**Contract Administration and Presales and sales support and services of equipment/hardware and software.**

1. Does your firm have the ability to provide presales and sales support and services for the following?

Group 1	CISCO network and upgrade components, etc.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 2	CISCO Voice over IP products and solutions, etc.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 3	CISCO Unified Computing Products, blade servers, rack servers, Invicta appliances, fabric interconnects, fabric extenders, etc.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 4	CISCO Radio interoperability products and solutions, etc.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 5	CISCO Network security products, etc.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 6	CISCO System software and monitoring tools, etc.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 7	CISCO Unity products and services, etc.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 8	CISCO Physical Security Products, Video Surveillance, IP Cameras, Access Control, etc.		<input type="checkbox"/>		<input type="checkbox"/>
Group 9	CISCO Wireless, etc.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 10	CISCO Miscellaneous devices, peripherals, digital signage, cables for operation or interfacing of CISCO equipment, etc.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 11	CISCO Annual Service Plans or equivalent service contract for CISCO hardware and software support, etc.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 12	Remanufactured or refurbished items may be offered. Offeror shall provide a separate schedule as "optional".	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 13	CISCO Annual Service contract for CISCO hardware and software support, etc.		<input type="checkbox"/>		<input type="checkbox"/>
Group 14	Flex Enterprise Agreement - CISCO	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 15	SaaS - CISCO	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 16	Conferencing – Webex Meetings, Webex Events, etc.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 17	Collaboration Endpoints – phones, headsets, video conferencing devices	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 18	Cisco Data Center Switching	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 19	Cisco Meraki Cloud Managed solutions	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Group 20	Cybersecurity Products and Services	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

2. Provide the following information for any CISCO or equivalent Annual Service Plans offered:

- Description of Annual Service Plan(s)
- Percentage Discount off each Annual Service Plan offered
- Service contract management
- Escalation procedures

Response:

3. The City has included a section on the Price Sheet for miscellaneous service charges. (Examples trip charges, additional insurance, third party vendor or disposal fees). Firms shall explain how and when these various rates would be applied and if they would be waived as the result of a merchandise sale.

# Technical Questionnaire

Response:

4. Is there a discount off of the first year of maintenance on the CISCO hardware and software? \_\_\_\_\_%
5. Offeror is to provide CISCO Price List. (A web link is acceptable) If the list is not included within the offer, please specify how the Offeror is providing a copy to the Agencies.

Response:

6. Explain your company's return policy.

Response:

7. Please explain ordering process, including presales support, pre-configuration, delivery schedules and depots, shipping methods and capabilities to expedite orders. Offeror shall also describe in detail their invoicing process.

Response:

8. Describe your ability to timely provide pre-sales demonstrations and educational seminars for the equipment being proposed.

Response:

9. Describe your firm's E-Commerce abilities to electronically send and receive information, orders, and other documents.

Response:

10. Outline your process of escalation of service requests.

11. Define turnaround times on RMA replacements.

Response:

12. How will you keep the Agencies informed of new products and services?

Response:

13. What is your turn around time on pricing and quotes?

Response:

14. If selected, will your company follow all invoicing/billing requirements? Yes  No

If no, please explain

# Technical Questionnaire

Response:

- 15. Please describe your firms quality control standards as it relates to the services describe in this RFP. **Please be advised that your firm if selected will be held to the standard provided.**

Response:

# References

## References

The evaluation committee reserves the right to contact references provided by Offeror and any additional references as determined by the committee.

- 1. Provide a minimum of three (3) Arizona references (preferably two (2) public agency references) which your firm is currently providing similar Cisco products and services for at least three (3) years or more.

Provide the following for each reference:

Name of firm:

Contact Person:

Contact Person phone number:

Length of Contract

E-mail Address

Product and Services provided

Response – Reference One:

Response – Reference Two:

Response – Reference Three:

## Acceptance and Compliance of RFP Terms and Conditions and Miscellaneous

- 1. Does your company accept all terms and conditions of this solicitation? Yes  No

# References

If no, please explain

Response:

3. Will your firm require the Agency to sign a separate agreement or contract if selected for award of contract? Yes  No

If yes, please submit with response to RFP. Firm's that fail to submit a separate agreement with proposal will not be allowed to submit in the future.

4. If a separate agreement or contract is required what process will your firm use to negotiate the agreement conflicts RFP terms and conditions.

Response:



# Evaluation Criteria

Proposals will be reviewed by an Evaluation Committee consisting of City staff using the criteria and process outlined below.

## Evaluation Process

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rank them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits and best and final offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

	<b>Award Criteria</b>	<b>Weight</b>
1.	CISCO Authorizations and Certifications (to include level and length of time attained)	20%
2.	Firms Experience and Qualifications	10%
3.	Firm's Employee Qualifications	10%
4.	Value Added Services	5%
5.	Contract Administration and Presales and sales support and services of equipment/hardware and software with the ability to offer all groupings and services listed in the pricing section.	10%
6.	References <ul style="list-style-type: none"> <li>• Ability of references to demonstrate a level of competence in providing equipment and services under the RFP.</li> <li>• Etc.</li> </ul>	10%
7.	Cost	30%
8.	Acceptance and Compliance of RFP Terms and Conditions <ul style="list-style-type: none"> <li>• Firm's acceptance of City terms and conditions.</li> <li>• Is a separate negotiated agreement required?</li> <li>• Reasonableness of separate agreement</li> <li>• Etc.</li> </ul>	2.5%
9.	Overall response of the RFP. <ul style="list-style-type: none"> <li>• Did the vendor's proposal provide all the necessary information requested in the RFP in a professional and organized manner?</li> <li>• Did the vendor's proposal cause doubt regarding its ability to complete the necessary services/tasks.</li> <li>• Was the vendor's proposal easy to understand and did it provide answers to questions or create more questions?</li> <li>• Etc.</li> </ul>	2.5%
	<b>Total</b>	<b>100%</b>
10.	Interview/Demo/Site Visit or Assessment (if required and only for companies in the most competitive range)	200 Possible Points
	<b>Final Total</b>	<b>1,200 Possible Points</b>

# Evaluation Criteria

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

## Scoring

Outstanding .....	10
	9
Good .....	8
	7
	6
Average .....	5
	4
	3
Poor .....	2
	1
Not Addressed or Unacceptable .....	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be:  $(\text{Lowest Priced Offer} / \text{Evaluated Firm's Price}) \times \text{Points Possible} = \text{Evaluation Points}$ .

# Pricing Section

**“Return this Section with your Response”**

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION
A.	<p>CISCO Equipment, Percentage Discount off CISCO List Price per categories specified below.</p> <p>The Discount percent offered shall be reflective of the combined agency usage of this cooperative contract. During the course of this potential 6-year contract, the City will allow the successful firm to offer deeper discounts when situations warrant –such as significant one-time purchases or generally offered discount improvements by the manufacturer. Any one time offerings shall be coordinated with the Procurement Officer assigned to this contract.</p>

Item	Description	% Discount
Group 1	CISCO Network and upgrade components	
Group 2	CISCO Voice over IP products and solutions	
Group 3	CISCO Unified Computing Products, blade servers, rack servers, Invicta appliances, fabric interconnects, fabric extenders, etc.	
Group 4	CISCO Radio interoperability products and solutions	
Group 5	CISCO Network security products	
Group 6	CISCO System Software and Monitoring Tools	
Group 7	CISCO Unity products and services	
Group 8	CISCO Physical Security Products, Video Surveillance, IP Cameras, Access Control, etc.	
Group 9	CISCO Wireless, etc.	
Group 10	CISCO Miscellaneous devices, peripherals, digital signage, cables for operation or interfacing of CISCO equipment, etc.	
Group 11	Annual Service Plans, percentage discount off CISCO list price or cost of equivalent service contract for CISCO hardware and software support, etc.	
Group 12	Remanufactured or refurbished items may be offered. Offeror shall provide a separate schedule as “optional”.	
Group 13	CISCO annual service contract for CISCO hardware and software support, etc.	
Group 14	Flex Enterprise Agreement - CISCO	
Group 15	SaaS - CISCO	
Group 16	Conferencing – Webex Meetings, Webex Events, etc.	
Group 17	Collaboration Endpoints – phones, headsets, video conferencing devices	
Group 18	Cisco Data Center Switching	
Group 19	Cisco Meraki Cloud Managed solutions	
Group 20	Cybersecurity Products and Services	

# Pricing Section

**“Return this Section with your Response”**

- B. Services, Offeror to provide an hourly rate for services specified. Offeror may provide additional related services.

Item	Service	Hourly Rate
1.	Design and analysis	\$
2.	Configuration	\$
3.	Implementation	\$
4.	Installation	\$
5.	Training	\$
6.	Maintenance	\$
7.	Support of Data	\$
8.	Support of Voice	\$
9.	Support of Multimedia	\$
10.	Support of Radio	\$
11.	Network-based, Network-embedded Products	\$
12.	Network Security Services	\$
13.	Network Virtualization Services	\$
14.	Senior Engineer	\$
15.	Principle Architect	\$
16.	Senior Technical Architect	\$
17.	Project Manager	\$
18.	Senior Project Manager	\$
19.	Program Manager	\$
		\$
		\$
		\$
		\$
		\$

\* Applicable Tax \_\_\_\_\_ %

**\* State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.**

Less prompt payments discount terms of \_\_\_ % \_\_\_ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

# Pricing Section

**“Return this Section with your Response”**

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:

Yesenia Loreda-Flores  
Ramona Zapien  
Kimberly Williams

Letters A – H and Numbers  
Letters I – Z  
General AP Inquiries and AP Checks

# Vendor's Offer

**“Return this Section with your Response”**

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned “Vendor’s Offer”, late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: \_\_\_\_\_

Company Purchase Order Mailing Address:

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Remit to Information

Company Name (as it appears on invoice): \_\_\_\_\_

Company Payment Remit to Address:

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: \_\_\_\_\_

Payment Options

Will your company accept the City’s Master Card for payment? Yes  No

Will your company accept Payment via ACH (Automated Clearing House) for payment? Yes  No

## THIS PROPOSAL IS OFFERED BY

### REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor’s Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

\_\_\_\_\_  
Signature of Authorized Offer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Authorized Individual

\_\_\_\_\_  
Title of Authorized Individual

# Anti-Discrimination Policy



## COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

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The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

### Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

### Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

### Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy *or* complete a written affidavit of compliance per the attached.

### To be completed by responding company and returned with submittal:

\_\_\_\_\_ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;

\_\_\_\_\_ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

# Anti-Discrimination Policy



Only complete this document if you have 14 or less employees.

**AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE  
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)**

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

\_\_\_\_\_ Current copy of antidiscrimination policy attached

OR

\_\_\_\_\_ I hereby certify \_\_\_\_\_ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company



# Supplier Sustainability Questionnaire

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit <https://www.tempe.gov/government/sustainable-tempe>.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
<b>Corporate Sustainable Actions</b>		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	
2.	What is your company doing to be more energy efficient?	
3.	What is your company doing to reduce greenhouse gas emissions?	
4.	What is your company doing to reduce waste transferred to landfills?	
5.	What is your company doing to reduce water waste?	
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials ( <i>such as cleaning products, etc.</i> )?	
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	

# Supplier Sustainability Questionnaire

Item	Question	Response
<b>Product Sustainable Attributes</b>		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	
3.	Does the product being offered include any recycled materials? If yes, please explain.	
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

**Greenhouse Gas Calculators:**

<https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references>

**Sustainable Packaging:**

<https://www.epa.gov/smm/sustainable-packaging>

<https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data>

**Cleaning Products:**

<https://www.epa.gov/saferchoice>

**Tool to Measure and Track your Waste and Recycling:**

<http://www.epa.gov/smm/wastewise/measure-progress.htm>

**Water Conservation:**

<http://water.epa.gov/polwaste/nps/chap3.cfm>

# Checklist for Submittal

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description		Included √
1.	One signed and completed copy of the Proposal response – only sections marked <b>“Return this Section with your Response”</b> are required but you may include supplemental materials you believe necessary to clarify your submittal.	
a.	Signed and Completed Vendor’s Offer Form	
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City’s e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above.	
3.	Technical Questionnaire completed and included with supporting documentation if necessary	
4.	Pricing Schedule completed and included	
	Technical Questionnaire completed and included with supporting documentation if necessary	
5.	Exceptions document completed and included	
6.	Any additional agreements or documents your company requires to be signed or agreed to by the City. <i>Any agreements or documents provided after a contract award will not be considered.</i>	
7.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	
8.	If company has 15 or more employees include a copy of its anti-discrimination policy	
9.	Signed Addenda (if applicable)	
10.	Sustainability document completed and included	

**Alert** – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe’s Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City’s web site per the below link:  
<https://ww2.tempe.gov/bids/>

# Checklist for Submittal

# Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Issue Date: | April 2, 2021

This addendum will modify and/or clarify: Solicitation No.: | RFP 21-099

and is Addendum No.: | 1

Procurement Description: | CISCO Networking and VOIP Services

The RFP Due Date and Time will remain the same at April 19, 2021 at 3:00 P.M.

Question and Answers received regarding this RFP.

1. What is the current platform or environment? Cisco
2. What is current equipment? Cisco switches, routers, firewall, access points and controllers.
3. How many users will be on the new platform? Not looking for a new platform but purchases and support of the existing platform.
4. How many concurrent calls at a time? Not requesting a new design.
5. Can you email us the technical requirements for all locations? Not requesting a new design.
6. Would you rather have a hosted base or Premium based platform? Not requesting a new platform.
7. Are you using cloud services? If so what platforms? Not requesting cloud services.
8. How many instances are you running? Not requesting a new design.
9. How many images do you have? Not requesting a new design.
10. Any special router equipment? Not requesting a equipment proposal.
11. LAN speed requirements? Refer to technical requirements 100mb.Gig.10Gib.
12. Failover requirements? Not requesting failover services or design.
13. Managed required? Not requesting new design.
14. Who is the incumbent? Not applicable.

**Please ensure that you sign and submit this addendum by the above referenced due date.**

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
By – Name and Title (Please Print)

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Authorized Signature