

# REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL : 15-166

RFP ISSUE DATE: 06/08/2015

Commodity Code(s): 133-03, 140-03

**PROCUREMENT DESCRIPTION: HP Enterprise Computers, Servers, and Related Enterprise Products, Accessories, Services and Bolt on Items**

**PROPOSAL DUE DATE/TIME: Wednesday, July 1, 2015, 3:00 P.M. Local Time**  
**Late proposals will not be considered.**

**PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE.**

Mailing Address: P.O. Box 5002, Tempe, AZ 85280

Street Address: 20 E. Sixth Street (2<sup>nd</sup> Floor), Tempe, AZ 85281

**Mailing Alert:** Firms should use the Street Address to ensure on-time express deliveries. The Mailing Address provided above routes through the City's internal mail distribution center and may impact delivery time.

**PRE-PROPOSAL CONFERENCE (if scheduled): N/A**

**DEADLINE FOR INQUIRIES: Tuesday, June 23, 2015, 5:00 P.M., Local Time**

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package. **It is critical that the RFP number be included on the front of the envelope to ensure proper handling.**

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Offer" (Form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Ted Stallings \_\_\_\_\_, CPPB      E-mail: Ted\_stallings@tempe.gov      Phone No: 480.350.8617

**Procurement Officer**

Award recommendations are publicly posted to the City Procurement Office web page [www.tempe.gov/procurement](http://www.tempe.gov/procurement) and at the Procurement Office reception counter.

A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

**Michael Greene**

Michael Greene, C.P.M.  
Central Services Administrator

**Vendor's Offer**  
Form 201-B (RFP)  
"Return this Section with your Response"

It is required that Offeror complete, sign and submit the original of this form to the City 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.

Company Name: _____		
Company Mailing Address: _____		
City: _____	State: _____	Zip: _____
Contact Person: _____		Title: _____
Phone No.: _____	FAX: _____	E-mail: _____
<u>Company Tax Information:</u>		
Arizona Transaction Privilege (Sales) Tax No.: _____		or
Arizona Use Tax No.: _____		
Federal I.D. No.: _____		
City & State Where Sales Tax is Paid: _____, _____		
If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____		

**THIS PROPOSAL IS OFFERED BY**

**Name of Authorized Individual (TYPE OR PRINT IN INK)** \_\_\_\_\_

**Title of Authorized Individual (TYPE OR PRINT IN INK)** \_\_\_\_\_

**REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)**

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 Offeror**  
(H/RFP 3-2008)

\_\_\_\_\_  
**Date**

# INSTRUCTIONS TO PROPOSERS

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

1. **Preparation of Proposal:**
  - A. Proposals shall 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 shall 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 amendments shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall 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 shall identify each subcontractor to be utilized in the services and/or work set forth herein, in the proper form as indicated.
2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.
3. **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. **PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal due date/time. Those received within ten (10) days of the proposal due date/time shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.
4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.
5. **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.
6. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal Addendum shall 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 may result in rejection.

7. **Evaluation:** 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 therein. The City reserves the right to reject any and all proposals.
8. **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.
10. **Compliance with City Solicitation Requirements:** 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.
11. **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 document(s) 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 amendment approved by the City. 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.
12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall 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).
13. **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 Price Sheet 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.
14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City 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/web>).

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City 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 City Procurement Office will post award recommendations on the City Clerks web site 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 website 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.
16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the City Procurement Office.
17. **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 or concessions.
  - D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
  - E. "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.
  - F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.
  - G. "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.
  - H. "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.
  - I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.
18. **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 shall 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.

19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. 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 shall 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.

20. **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. 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.
21. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. 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. 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 the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.
22. **Proposal Evaluation and Award:** 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.
23. **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 final proposal revisions (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.
24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** 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. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

## STANDARD TERMS & 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:** 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 State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for 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. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", form 201-B (RFP), 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.

- E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.
- F. 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.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **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.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant 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.
10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any 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 <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. 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.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

14. **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 pay funds or furnish materials, services and/or goods 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 to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,
  - iv) Any failure of Contractor to commence construction, work or 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; and/or,
  - iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result there from, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute Contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising there from.
- 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. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.
- D. 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.
- E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

15. **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.

16. **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, 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.

17. **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.
18. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.
19. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. 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.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

20. **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.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
21. **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.
22. **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.
23. **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)  
 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.

24. **No Waiver:** 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.
25. **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.
26. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.

27. **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.
28. **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.
29. **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.
30. **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 City Procurement Office.
31. **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.
32. **Rights and Remedies:** 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. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
33. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
34. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
35. **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.

36. **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”);
  - 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.
37. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.
38. **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 weapon’s permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
39. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
  - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,
  - C. All services will be performed in a good and workmanlike manner. Contractor’s warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City’s satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

40. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
41. **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 to secure cost savings or if timely delivery may be met by the Contractor
42. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.
43. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
44. **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 and Conditions

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 160 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 the Contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, 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. **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.
7. **Price Adjustment:**
  - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twenty-four (24) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twenty-four (24) months from the date of the last approved price increase.
  - B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.

C. 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.

8. **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.

9. **Insurance:**

A. **Insurance Required:** Prior to commencing services under this 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 Offerors 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.

A Contract Award Notice or Purchase Order will not be issued to a Vendor 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 Vendor selected for award.

B. **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 officer policy form CG2010 11/85 edition or any replacement thereof.

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.

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. 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.

- C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this 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. 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).
- D. 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 this Contract.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

- I. **Certificates of Insurance.** Prior to commencing work or services under this 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 this Contract are in full force and effect. Such certificates shall identify this 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.
- J. **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.
10. **Payment:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of an itemized invoice, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
11. **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.
12. **Job Site Requirements and Clean-Up:** Contractor agrees and covenants to adequately protect the work site, adjacent property and the public in all phases of the work and/or services provided herein. Contractor shall be solely responsible for all damages or injuries due to action or neglect pursuant to this section. Contractor shall maintain access to all phases of the Project pending inspection by the City or its agent. Contractor hereby agrees to the following as to the job site:
- A. Continually keep the job site free from debris, waste and accumulation of materials;
  - B. Immediately clean up any oil, fuel or chemical spills and take any and all remediation necessary;
  - C. Keep machinery clean and free of weeds and debris;
  - D. Remove all construction stains, smears and debris from finished surfaces;
  - E. Perform site preparation to limit the spread of weeds, debris and other nuisances prior to submission of final invoice to the City; and,
  - D. Remove all equipment, materials, tools and Contractor's personal property prior to submission of final invoice to the City.
13. **Confined Space Work:** The Contractor shall comply with all applicable federal, state, local health and safety regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects. The Contractor shall implement a permit-required confined space program as specified under 29 CFR 1910.146 for all work that encompasses a space that 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and 3) is not designed for continuous employee occupancy.

14. **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.

15. **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.

16. **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 updated every six (6) months thereafter. This register must contain the Name, Phone Number, and Address.
17. **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.
18. **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. Monitoring of safer work performance will be performed by City staff.

## Scope of Work

The purpose of this Request for Proposal (RFP) is to establish a contract with a qualified firm to provide Hewlett-Packard (HP) enterprise computers, servers and software, related enterprise products (such as VMware, Citrix, Microsoft, or related products), consulting and support services and bolt on items. Resulting contract will be awarded for a two (2) year period with the City's and awarded firm's option to renew for up to four (4) additional years and may be available for use by other agencies per the terms and conditions of this RFP.

The City has established a brand name only specification for the items listed within the solicitation. Due to product standardization, the City requires only the brand names listed will be offered for this procurement.

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

### Multi-Agency Procurement

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

Agency Name	Estimated Annual Spend
City of Tempe	\$800,000 to \$1,500,000
Maricopa County	\$200,000
Chandler Unified School District (added)	\$20,000
City of Goodyear (added)	\$50,000

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

### Contract Award

In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

### Mandatory Minimums

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.

- Contractor must have a lab and technical office in the Phoenix Metropolitan area.
- Contractor must have technical staff in the Phoenix Metropolitan area.
- Contractor must be a HP Authorized Reseller/Partner for the products, sales, and services/support as outlined in this RFP.
- Contractor's personnel/staff shall be trained to support the products and services offered to the City.
- All services/work performed under resulting contract must be performed in the United States.

### 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:

Ted Stallings  
Procurement Officer  
[Ted\\_stallings@tempe.gov](mailto:Ted_stallings@tempe.gov)

### **Economy of Proposal**

Proposals should be prepared simply and economically, providing straightforward and concise description of the proposers' 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.

### **Specifications**

All equipment included in this Proposal shall be warranted for one year, 100% parts and labor, or for the manufacturer's standard warranty, whichever is longer and most comprehensive. The Contractor(s) shall provide 24-hour delivery on repair items from the date and time of contact on any component determined to require servicing that is being returned. The Contractor(s) shall also be the first line of support for service calls that we believe can be handled through that process.

### Services and Response Times,

Contractor will be required to provide dedicated presales services and sales support at no cost to the City for equipment/hardware and software. Presales and sales support can include all or any combination of the following:

- HP 9000 and Integrity Servers and upgrade components
- HP Product technology roadmaps
- HP Storage products and solutions
- HP Backup and recovery products
- HP system software and monitoring tools
- HP Monitoring products and services
- HP x86 (Proliant or equivalent) enterprise servers
- HP Enterprise Printers
- HP Remarketed products
- HP Enterprise system maintenance and support
- Rack and Power systems for the data center
- Miscellaneous devices, peripherals, cables for operation or interfacing of HP equipment
- VMWare related products and services
- Operating systems supported by HP hardware
- 3<sup>rd</sup> party backup and recovery products
- Other 3<sup>rd</sup> party enterprise solutions utilizing HP hardware and/or software

Contractor(s) shall have the ability to electronically send and receive information, orders, and other documents. The use of E-Commerce or similar processes to obtain information and process orders is of interest to the City.

Each of the service items listed below reflect the response times for common engagements. They also represent services that are paired with HP equipment orders.

Pre-Sales: One week lead-time to schedule an onsite meeting to discuss/whiteboard/walk through Datacenter.

Final Configuration: The City requests these meetings within 3-5 business days.

Installation: The City schedules installation/configuration of systems 1-2 weeks ahead of time. This service is not required for typical server orders, but they are required for more complex system orders that occur sporadically throughout the year.

Post-Installation: If there are residual problems after a contractor-assisted installation/configuration, the City will need the contractor technical resource(s) back onsite within 48hrs of notice. Some systems are extremely critical, and require a much quicker response.

Project: One week lead-time for project meeting requests. Projects that may require outside assistance from the Contractor: SAN migrations, VMware projects, Directory migrations, and new technology deployments have involved extensive use of VAR consulting.

Roadmaps: The City currently schedules three HP product roadmap meetings each year. One roadmap meeting is for HP x86 (ProLiant) servers and related components. The second is for HP Business-Critical Systems. The third roadmap will be a technology overview of current City system status with three year recommended technology plan to meet the City's vision, values, and goals. Since the roadmaps involve the entire group meeting together with the VAR and an HP rep, the City usually require a month of lead-time to coordinate this. These roadmaps are provided by HP and the VAR at a City facility.

Lab: One week lead-time for meeting request. The City will occasionally request time at the Contractor's office to see how equipment works in a lab environment.

Workshops: Two to three weeks lead-time. Occasionally the City will request the Contractor to provide workshops for the City in order to learn how to leverage new technology, or take advantage of extended features of existing technology. These workshops often occur at Tempe facilities. The City will work with the Contractor to develop a scope of training that fits our particular technical needs. Once the scope has been determined, the workshops generally require 2-3 weeks to schedule.

#### Product recall

Awarded contractor assumes full responsibility for prompt notification of both the contract administrator and purchases of any product recall in accordance with the applicable State of Arizona and federal regulation.

#### Pricing

Group numbers one through nine for HP products and/or services will be listed along with groups 10 through 12 from each contractor's company catalog. Discounts off of HP published price lists located at [www.hp.com](http://www.hp.com) are required for the first nine groups. A discount off of contractor's own company enterprise computer, peripherals and services published price list is required for the final three groups. Discount(s) shall be fixed for the life any resulting contract(s). However, Contractor may offer the City special promotional discounts at any time during the contract.

All pricing submitted must be for “new” equipment, with the exception Group 8.

Company’s price catalog(s) must be submitted within with RFP response. Company’s price catalog(s) may be submitted on CD/DVD or Internet web-site. Updates to the referenced catalogs **must** be provided at no cost to the City of Tempe when available. Procurement Officer must be informed 14 business days in advance of any new catalogs and the respective date(s). Updates may be in the form of print, CD, or Internet web-site. This requirement does not apply to HP products and services.

#### Quotes

All quotes shall include the following: description, manufactures part number, list price, percent discount, city cost and sales tax.

All shipments must be full (no partial shipments), unless specifically requested by the City of Tempe.

#### Invoicing and Payment

All invoicing must e-mailed within 20 days of final acceptance of product or services. Invoicing must be itemized, only one- (1) order per invoice. Requisition/Purchase Order Number and serial number(s) must appear on all packing slips and invoices. Copy of all invoices for materials and equipment must be attached to each invoice before payment can be made. Packing slip and invoice line items must match quote lines items. Should quote, packing slip and invoice line items not match, payment will be held, until corrected packing slip and invoice are received. Quotes and invoices must show manufacturers’ list/catalog price, percentage discount and contract cost. Multiple orders/backorders may not be combined on a single packing slip and invoice.

If a subcontractor is used, it is the responsibility of the prime Contractor to invoice for the subcontractor’s services. The City of Tempe will not pay subcontractor for services performed as part of this contract.

Invoices should be e-mail to [lisa\\_ernst@tempe.gov](mailto:lisa_ernst@tempe.gov)

Deliveries are to be sent to City of Tempe, ITD Tech Services, 53 South Priest Drive, Building G, Tempe, AZ 85281

Please note that the City does not have a dock, but does have access to a forklift.

#### **Proposal Questionnaires**

Proposers are to be read and completely answer each question contained in the RFP Questionnaire. RFP Questionnaire will be used to determine which proposed business model is in the best interest of the City. The City is the sole judge as to determining what is in the best interest of the City.

#### **Post Award Conference**

Awarded Contractor may be required to attend a post award Conference.

## Proposal Questionnaire

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

Mandatory Compliance – Questions 1 through 5

Firm expressly certifies that together with its sub-contractor(s) it fully meets or exceeds all the requirements listed below and that it has the commitment and resources to satisfy these requirements. A “No” response to any one question (1 through 5) will remove your firm from the evaluation process.

1. Contractor must have a lab and technical office in the Phoenix Metropolitan area.
2. Contractor must have technical staff in the Phoenix Metropolitan area.
3. Contractor must be a HP Authorized Reseller for the products, sales, and services/support as outlined in this RFP. Letter of authorization must be placed in Tab C.
4. Contractor’s personnel/staff shall be trained to support the products and services offered to the City.
5. All work performed under resulting contract must be performed in the United States.

Yes	No

How to Respond

The proposer should provide a concise explanation of its capabilities to satisfy the requirements of this RFP, with emphasis on completeness and clarity of content. You may provide exhibits should you believe that this would be beneficial. However, all proposals submitted for evaluation must include, but are not limited to, answers to the questions in this questionnaire as presented below:

**Proposers must respond to each question by using the response box provided, failure to do so may result in your firm’s response being found non-responsive.**

- |   |     |    |  |
|---|-----|----|--|
| A. If selected, will your company allow other government agencies to utilize this Contract?   | Yes | No |  |
| B. Will your firm accept the City’s Procurement Card (Master Card) for payment of products/services in place of a City issued check?  | Yes | No |  |
| C. Will your firm accept Payment via ACH (Automated Clearing House) for payment of products/services in place of a City issued check? | Yes | No |  |


**Proposal Questionnaire Instructions**

If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

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”.

The City emphasizes that you should concentrate on accuracy, completeness, and clarity of content. **DO NOT assume that you will have any opportunity to make a presentation or explain any item or detail.**

**Firm's Experience and Qualifications**

1. Provide a Statement of Qualifications. The Statement of Qualifications must be clear, well organized, and concise document that demonstrates the proposer's qualification. The Statement of Qualifications submitted in response to this RFP shall address the successive sections as listed below. Each section should not be repeated and the section title should be used in a heading for each response.

Statement of Qualifications must be placed in Tab C.

Executive Summary

Provide an overview of the entire Statement of Qualifications describing the highlights of the submittal. May not exceed two pages.

Identification of Responder

- Legal name and address of firm.
- Legal form of firm. If joint venture, identify the members of the joint venture and provide all information require for each member.
- If company is wholly owned subsidiary of a "parent company," identify the "parent company" and all subsidiaries.
- Complete address of office responsible for project. Address provided must be an address in the Phoenix Metropolitan area.
- Name, title, address and telephone number of person to contract concerning the Statement of Qualifications.

Availability

- Describe the current and on-going commitments your firm is engaged with.
- Describe how your firm will successfully accomplish the City's needs and any other agency's that choose to utilize any resulting contract(s)?

2. Describe your philosophy for future industry direction over the next five years for the following technologies:

- Server virtualization

Response:

- Desktop virtualization

Response:

- HP Integrity product line

Response:

- HP x86 (Proliant) product line

Response:

- HP storage and backup solutions including fiber channel, iSCSI, and shared Ethernet

Response:

- Cloud computing and hybrid infrastructures

Response:

- Emerging Information Technology trends

Response:

3. Please provide the number of similar engagements for government clients which your firm completed for HP or related enterprise technologies over the past five (5) years..

Response: must be a numeric number

4. Will any services/work under resulting contract be performed outside the United States? Yes  No
5. Will your firm comply with the service response times as outlined in this RFP? Yes  No
6. Provide the city(s) and state(s) where the service personnel are located and what their responsibilities are?

Response

7. Explain your firm's return policy.

Response

8. Does your firm have all required Federal, State, and local licenses required for resulting contract? If no, please explain Yes  No

Response

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. 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:

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

Response:

12. Within the previous five years has your firm been the defendant in court on a matter related to any of the following issues:

- Payment to subcontractors? Yes  No
- Work performance on a contract? Yes  No

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

Response:

14. Please explain ordering process, including presales support, pre-configuration, delivery schedules and shipping methods and capabilities to expedite orders.

Response:

15. Provide any information that will provide insight to the City about your qualifications, fitness and abilities. This information should be succinct.

Response:
-----------

16. Will your firm comply with the invoice and payment requirements of this RFP?      Yes  No
17. Will your firm comply with the quote and packing slip requirements of this RFP?      Yes  No
18. Does your firm have the ability to provide presales and sales support and services for the following?

HP 9000 and Integrity Servers, and upgrade components	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
HP Product technology roadmaps	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
HP Storage products and solutions	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
HP Backup and recovery products	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
HP system software and monitoring tools	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
HP monitoring products and services	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
HP x86 (ProLiant) enterprise servers	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
HP Enterprise printers	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Rack and power systems for Datacenter	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Miscellaneous devices, peripherals, cables for operation or interfacing of HP equipment	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
HP enterprise maintenance and support	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
HP remarketed products	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
VMWare related products and services	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Operating systems supported by HP hardware	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3 <sup>rd</sup> party backup and recovery products	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Other 3 <sup>rd</sup> party enterprise solutions utilizing HP hardware and/or software	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
VMWare related products and services	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Operating systems supported by HP hardware	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3 <sup>rd</sup> party backup and recovery products	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Other 3 <sup>rd</sup> party enterprise solutions utilizing HP hardware and/or software	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

**Proposer Employee Qualifications**

19. List designated Contract Manager who will be responsible for managing all work provided by any resulting contract. (This individual shall be considered "Key Personnel.").

Contract Manager Name:	
Phone Number:	
Cellular Phone:	
E-mail Address:	

20. List the sales staff (team), including technical support, that will be responsible for supporting the City of Tempe account, based upon your capabilities at the time of proposal opening. Provide a resume for each team member

A Presale and Sales

Name:   
Brief overview of the experience and background  
Response:

Name:   
Brief overview of the experience and background  
Response:

Name:   
Brief overview of the experience and background  
Response:

Name:   
Brief overview of the experience and background  
Response:

B Consulting

Name:   
Brief overview of the experience and background  
Response:

Name:   
Brief overview of the experience and background  
Response:

Name:   
Brief overview of the experience and background  
Response:

Name:   
Brief overview of the experience and background  
Response:

C Technical

Name:

Brief overview of the experience and background

Response:

Name:

Brief overview of the experience and background

Response:

Name:

Brief overview of the experience and background

Response:

Name:

Brief overview of the experience and background

Response:

**Training Services**

1. Explain and provide list of training and costs, if available, for specific products being proposed.

If training is not supplied directly by your company, please describe the relationship with the training organization.

Response:

**Description of Services and Cost (If no cost, please use \$0.00)**

a.		\$
b.		\$
c.		\$
d.		\$
e.		\$
f.		\$
g.		\$
h.		\$
i.		\$
j.		\$
k.		\$
l.		\$
m.		\$
n.		\$
o.		\$

**References**

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

1. Provide at least three (3) State, County or Local government entity references where your organization has successfully provided similar product and services in scope to City of Tempe RFP within the past five years.

Include the following minimum information for each reference:

- Agency Name
- City / State
- Current Agency Contact Person
- Agency Contact Person's telephone number
- Agency Contact Person's Email Address
- Description of Products 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

If no, please explain

Response:

2. If selected, will your company allow other government agencies not specifically named to utilize this Contract? Yes  No

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.

Response:

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:

**Proposer Address and W9 Information**

1. Provide your firms complete Purchase Order mailing address.

Response:

2. Provide your firms complete remit to address which appears on all invoices.

Response:

3. Please provide the exact name(s) that appears on your firm's current W9. Please **do not** include your firm's W9 with your response.

Response:

Return this Section with your Response

**Proposal Checklist For Submittals and Submittal Guidelines**

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 submittal.

Please include any information or documents that will clarify your submittal.

Description	Included <input type="checkbox"/>
1. One signed and complete original of the proposal response	
a. Vendor's Offer – Form 201-B (RFP) has been signed and included with response	
2. One (1) complete USB Flash Drive copies of the proposal. <i>NO CD's/DVD's</i>	
3. Questionnaire A has been completed and included	
4. Proposal Questionnaire exhibit (s)	
5. Price Information completed and included. <b><u>Must be submitted in Microsoft Excel format.</u></b>	
6. Provide copy of proposed contract with proposal response.	
7. Any addendum(s) have been included	
8. Signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).	

**Submittal Guidelines**

- All hard copies and or USB Flash Drive copies must be indexed or tabbed in the manner prescribed below.
- All submittals are to be prepared on 8 1/2" X 11" paper and printed on one (1) side only.
- Summited in an appropriately size tabbed binder as follows:
  - TAB A
    - Vendor's Proposal Offer" (Form 201-B), Addendums.
    - Signed and Completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).
    - Proposal Checklist For Submittals and Submittal Guidelines.
  - TAB B
    - Proposal Questionnaire "A" completed and included.
  - TAB C - Proposal Questionnaire exhibit(s).
  - TAB D - Price Information completed and included.
  - TAB E - Provide copy of proposed contract with proposal response.
- Tabbing applies to all hard copies and USB's

Proposers are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal documents. A clear, complete and adequate response is very important.

Proposer's questionnaire exhibits that are not clearly marked to which questionnaire question it applies to will not be read and evaluated causing your firms score to be lowered.

## Evaluation Criteria

Proposal responses will be evaluated through as indicated below:

Phase One - Evaluation committee composed of Agency staff will review the responses and score them according to the criteria identified below.

Phase Two - After proposal responses have been scored, the evaluation committee will determine if any firms should be removed for non-susceptibility based on their overall score within the competitive range established. Those firms retained may be invited for interviews, negotiations, site visits, and best and final Offers as determined at the sole discretion of the Agency.

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.

The information and answers provided by firms through this submittal process will be used to evaluate proposals. In evaluating a firm's overall experience and competence to perform the stated work, the evaluation committee may rely on additional resources beyond the information provided by the firm.

Award Criteria		Weight
	<b>Initial Evaluation</b>	
1.	Hewlett Packard Authorizations and Certifications	10
2.	Firm's Experience and Qualifications	25
3.	Training, knowledge transfer, and seminar services	3
4.	References	5
5.	Cost	40
6.	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> </ul>	7
7.	Overall response of 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>	3
	<b>Second Phase of Evaluation</b>	
8.	Interview and/or Demo/Proposal Presentation – (if required and for applicable firms)	20

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: (Lowest Priced Offer/Evaluated Firm's Price) X Points Possible = Evaluation Points.



**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:

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

\_\_\_\_\_ 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