

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND**

HYE TECH NETWORK & SECURITY SOLUTIONS

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2022, between the City of Glendale, an Arizona municipal corporation (the "City"), and Hye Tech Network & Security Services, a(n) Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On September 10, 2021 under the Tempe S.A.V.E RFP #21-099, the City of Tempe entered into a contract with Contractor to purchase the goods and services described in the S.A.V.E. RFP ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was September 10, 2021, until the date the contract expires on September 9, 2022 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond September 9, 2026. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until September 9, 2022. The City may renew the term of this Agreement for two, two-year renewals until the Cooperative Purchasing Agreement expires on September 9, 2026. Glendale

renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three hundred thousand dollars (\$300,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Katy Brackett
6835 N. 57th Drive, Suite 100
Glendale, Arizona 85301

And

Hye Tech Network & Security Solutions
4802 E. Ray Road, Suite 23-414
Phoenix, Arizona 85044

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

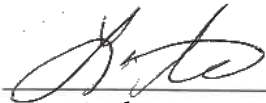
“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Hye Tech Network & Security Solutions,
an Arizona Corporation

By: _____
Kevin R. Phelps
City Manager

By:  _____
Name: Lisa Andrus
Title: COO/CFO

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HYE TECH NETWORK & SECURITY SOLUTIONS**

**EXHIBIT A
(SAVE RFP)**

Contract Award Notice

Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281



Contract Number: IT21-099-01

Issue Date: September 10, 2021

Description: CISCO Networking & Voice Over IP Equipment and Services

99425

Hye Tech Network & Security Solutions, LLC

Lisa Andrus

4802 E. Ray Road, Suite 23-414

Phoenix, Arizona 85044

Phone Number 602-694-0303

Cell Number 602-694-0303

Email Address: landrus@hyetechnetworks.com

Award Period

Beginning: September 10, 2021

Ending: September 9, 2022

Potential Two – two-year

Renewals: renewals. Max of 4 years total.

This Contract Award Notice is issued for the purchase of goods, materials and/or services as requested by the above noted solicitation/contract number. The contract shall remain in effect as noted in the award period block unless extended, renewed or canceled per terms and conditions of the solicitation.

It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current.

Please note that your City of Tempe contract number should appear on all shipping documents, invoices and statements.


Invoices are to be sent directly to the requesting department.

Award Information

Item A.	CISCO Equipment, Percentage Discount off CISCO List Price per categories specified below.	% Discount
Group 1	CISCO Network and upgrade components	43%
Group 2	CISCO Voice over IP products and solutions	43%
Group 3	CISCO Unified Computing Products, blade servers, rack servers, invicta appliances, fabric interconnects, fabric extenders, etc.	61%
Group 4	CISCO radio interoperability products and solutions	43%
Group 5	CISCO Network security products	43%
Group 6	CISCO System Software and Monitoring Tools	43%
Group 7	CISCO Unity products and services	43%
Group 8	CISCO Physical Security Products, Video Surveillance, IP Cameras, Access Control, etc.	43%
Group 9	CISCO Wireless, etc.	43%
Group 10	CISCO Miscellaneous devices, peripherals, digital signage, cables for operation or interfacing of CISCO equipment, etc.	43%
Group 11	Annual Service Plans, percentage discount off CISCO list price or cost of equivalent service contract for CISCO hardware and software support, etc.	20%

	Partner Support Service (PSS) annual Service Plans, percentage discount off CISCO list price or cost of equivalent service contract for CISCO hardware and software support, etc.	36%
Group 12	Remanufactured or refurbished items may be offered. Offer shall provide a separate schedule as "optional"	43%
Group 13	CISCO annual service contract for CISCO hardware and software support etc.	20%
	Partner Support Service (PSS) annual service contract for CISCO hardware and software support, etc.	36%
Group 14	Flex Enterprise Agreement – CISCO	27%
Group 15	SaaS – CISCO	20%
Group 16	Conferencing – WebEx Meetings, WebEx Events, etc.	27%
Group 17	Collaboration Endpoints – phones, headsets, video conferencing devices	43%
Group 18	CISCO Data Center Switching	43%
Group 19	CISCO Meraki Cloud Managed solutions	43%
Group 20	Cybersecurity Products and Services	43%
Item B.	Services, Offeror to provide an hourly rate for services specified.	Hourly Rate
1.	Design and analysis	\$175
2.	Configuration	\$175
3.	Implementation	\$150
4.	Installation	\$100
5.	Training	\$125
6.	Maintenance	\$75
7.	Support of Data	\$150
8.	Support of Voice	\$150
9.	Support of Multimedia	\$150
10.	Support of Radio	\$150
11.	Network-based, Network-embedded Products	\$175
12.	Network Security Services	\$175
13.	Network Virtualization Services	\$175
14.	Senior Engineer	\$150
15.	Principle Architect	\$175
16.	Senior Technical Architect	\$175
17.	Project Manager	\$125
18.	Senior Project Manager	\$150
19.	Program Manager	\$175
20.	Credit Card Finance Charge / Transaction Fee	2.5% - 4%
21.	Emergency After-Hours ad-hoc Service Charge	1.5 x Hr. Rate

See attached Pricing Sheet



Kathleen Shipman, CPPB
Procurement Officer



Michael Greene, C.P.M., CPPO
Procurement Administrator

All terms and conditions of this Award Document are per the City's Solicitation Document

THIS IS NOT A PURCHASE ORDER



**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**

**Council Meeting Date: 9/9/2021
Agenda Item:**

ACTION: Award a two-year contract, with four, two-year renewal options, to HyeTech Network & Security Solutions, LLC to provide CISCO networking & voice over internet protocol equipment and services.

FISCAL IMPACT: The total cost of the initial two-year contract will not exceed \$2,000,000. Sufficient funds have been budgeted to various City-wide Cost Centers for the anticipated expenditures during the current fiscal year and future fiscal years, contingent upon City Council approval of the City's annual budget.

RECOMMENDATION: Award the contract.

BACKGROUND INFORMATION: (RFP #21-099) The City issued a Request for Proposal (RFP) to establish a term contract for the purchase of CISCO networking and voice over internet (VOIP) protocol equipment and services to be administered by the Information Technology Department. This contract plays a key role in IT's efforts to maintain and improve the City's network infrastructure.

Evaluation Process

Notification of the solicitation was sent to 152 registered vendors, posted on the City's website and advertised in the *Arizona Capitol Times*. The City received seven (7) offers. The evaluation committee, comprised of Information Technology and Financial Services Department staff, reviewed the following offers:

- Advanced Network Management, Inc.
- CDWG Government, LLC
- Hyetech Network & Security Solutions, LLC
- NetSync Network Solutions
- Sentinel Technologies
- Sterling Computers Corporation
- *World Wide Technology

*World Wide Technology was removed from consideration due to its failure to submit a signed offer. The remaining six (6) firms were evaluated and scored using the criteria shown below:

Award Criteria	Weight	Advanced Network Management, Inc.	CDWG Government, LLC	Hyetech Network & Security Solutions, LLC	Netsync Network Solutions	Sentinel Technologies	Sterling Computers Corporation
CISCO Authorizations and Certifications	20%	130	165	182.50	130	177.50	160
Firms Experience and Qualifications	10%	90	82.5	90	62.5	88.75	65
Firms Employee Qualifications	10%	86.25	70	90	60	90	62.5
Value Added Services	5%	40	32.5	30	30	43.75	28.75
Contract Administration	10%	80	65	87.5	62.5	87.5	60

References	10%	80	65	72	60	70	80
Cost	30%	300	300	267	246	2	213
Acceptance and Compliance of RPF Terms	2.5%	20	14.37	25	18.12	20.62	20
Overall Response of the RFP	2.5%	20	14.37	22.5	15.62	20	18.12
Initial Evaluation Scores		846.25	808.75	866.50	684.75	860.12	707.37
*Average Percentage Discount		42%	30%	38%	36%	37%	31%

*Pricing for this RFP included a percentage discount from the CISCO Price List that covers twenty (20) product and service categories. The percentage discount shown above represents an average of these twenty (20) categories.

The evaluation committee decided to shortlist to the three (3) highest ranked firms and move them forward in the review process to include interviews and best and final offers. The remaining firms were determined non-susceptible and removed from contention. Interviews were held with Advanced Network Management, Inc., Hyetech Network & Security Solutions, LLC and Sentinel Technologies. The following table shows the results after interviews and best and final offers:

Award Criteria	Weight	<u>Advanced Network Management, Inc.</u>	<u>Hyetech Network & Security Solutions, LLC</u>	<u>Sentinel Technologies</u>
CISCO Authorizations and Certifications	20%	130	182.50	177.50
Firms Experience and Qualifications	10%	90	90	88.75
Firms Employee Qualifications	10%	86.25	90	90
Value Added Services	5%	40	30	43.75
Contract Administration	10%	80	87.5	87.5
References	10%	80	72	80
Cost	30%	300	267	252
Acceptance and Compliance of RPF Terms	2.5%	20	25	20.62
Overall Response of the RFP	2.5%	20	22.5	20
200 pts possible/interview		170	180.75	157.50
Final Evaluation Scores		1016.25	1047.25	1017.62
Average percentage discount		41%	39%	37%

Recommendation

The evaluation committee is recommending that Hyetech Network & Security Solutions, LLC be awarded this contract due to the firm's overall lowest cost, experience in this field of work, skilled staff, and overall response to the solicitation. Staff is confident that Hyetech Network & Security Solutions, LLC has the capability to successfully provide CISCO Networking & Voice over IP Equipment and Services per the scope of this RFP.

ATTACHMENTS: Offer Page

STAFF CONTACT(S): Mark Wittenburg, Information Technology Director, (480) 350-8237

Department Director: Tom Duensing, Financial Services Director
 Legal review by: David Park, Assistant City Attorney
 Prepared by: Kathleen Shipman, CPPB, Procurement Officer

**CISCO Networking & Voice over IP Equipment
and Services
for
City of Tempe**

Developed by

HYE TECH NETWORK & SECURITY SOLUTIONS, LLC



HYE TECH
NETWORKS



Tempe[®]
Making waves in the desert

SAVE
RFP# 21-099

April 21, 2021

4802 E Ray Road
Suite 23-414
Phoenix, Arizona 85044
hyetechnetworks.com

SPIN# 143035587



1. INTRODUCTORY LETTER

Dear Committee Members,

Hye Tech Network & Security Solutions, LLC (HyeTech) offers the following response to the RFP# 21-099 CISCO Networking & Voice over IP Equipment and Services for the City of Tempe (City). The 2021 RFP is to provide high-quality technical solutions, support, expertise, and engineering services. HyeTech delivers this RFP response and intends to utilize cooperative contract Strategic Alliance for Volume Expenditures (**SAVE**).

HyeTech is the ideal firm for several reasons. First, HyeTech is a consulting firm focused on providing professional, managed, and hosted services. Our firm leads with end-to-end solutions that are practical, scalable, and fiscally responsible. Many organizations can provide hardware and services. HyeTech provides long-lasting concepts and client-facing services.

Second, HyeTech has worked on a diverse set of networks and systems with State, Local Government and Educational entities. Every organization's infrastructure presents unique complications and problems to overcome. Our team possesses the experience and a deep understanding of unified communication and collaboration technologies, options and requirements for each type of organization.

Lastly, HyeTech possesses the breadth and depth of technical and organizational capabilities to support various types of technologies within local municipality environments. HyeTech has developed solutions to help many cities and towns with their technology needs through these increasingly challenging times. We have been uniquely focused to solve difficult issues presented by our clients.

Hye Tech is dedicated to its clients. Our philosophy has always been to be customer facing. We pride ourselves in offering personal attention, a quality that distinguishes us from our competitors. HyeTech appreciates a client's need for continuity. Thus, the engineers you meet on day one are expected to remain integral throughout the life of an engagement. HyeTech takes a distinct interest in our client's vision. We focus not only on resolving the immediate issues but building scalable solutions for where organizations need to go down the road.

As a client focused firm, HyeTech has successfully handled small and large projects in the past with government and educational environments such as, Mesa Public Schools, Paradise Valley Unified School University, University of Arizona, Arizona State University, Northern Arizona University, Pinal County, City of Avondale, City of Scottsdale, City of Phoenix, and Town of Gilbert to name a few. HyeTech's economic value, proficiency, and client service makes us the best choice for the City of Tempe RFP# 21-099 CISCO Networking & Voice over IP Equipment and Services.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'Lisa Andrus'.

Lisa Andrus

COO/CFO





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3. TECHNICAL QUESTIONNAIRE

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

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

If no, please explain:

Response:
N/A


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

3.1. CISCO AUTHORIZATIONS AND CERTIFICATIONS

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

If yes, submit verification of authorization/certification with offer.
Letter attached in Appendix A. Below is a snapshot of the body of the document for reference:




Manufacturer's Authorization Form

Date: April 19, 2021
To: City of Tempe
 P. O. Box 5002, Tempe, AZ 85280
Subject: RFP 21-099 - CISCO Networking & Voice over IP Equipment and Services

Cisco Systems, Inc., a company duly organized under the laws of the State of Delaware of the United States, having its principal place of business at 170 W. Tasman Drive, San Jose, CA 95134-1706, USA ("Cisco"), who is a provider of networking products and services, hereby confirms that, as of the date of this letter, Hye Tech Network and Security Solutions ("Reseller") wishes to participate in the Bid or Project stated above and has entered into an Indirect Channel Partner Agreement which entitles Reseller to do the following:

1. resell and/or distribute Cisco products and/or services in Americas to end users within that territory;
2. bid, negotiate and conclude a contract with you for the above products/services manufactured or supplied by Cisco. The Reseller is an independent contractor and has no authority to commit and/or bind Cisco or its affiliates in any way.

Cisco will, within the scope of its agreement with its authorized channels, provide support and product warranty services for Cisco products obtained through its authorized channels.

The confirmation provided under this Authorization form shall be accurate as of the date appearing at the top of this letter.

If you need any additional information, please do not hesitate to contact Dani Hemmings at 408-895-2879. For more information about Cisco's channel partner program, please visit the following URL: <http://www.cisco.com/web/partners/index.html>.

Duly authorized to sign this authorization form for and on behalf of: Cisco Systems, Inc.

Yours sincerely,
 Signed _____

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

Response:

HyeTech has diverse high-level certified engineers in various areas of technology areas including:

- Cisco Certified Internetwork Expert (CCIE)
 - The CCIE is described by Cisco as "the most prestigious networking certification in the industry". The CCIE certifies a very specific set of skills in the field of networking. According to Cisco, less than 3% of Cisco Certified engineers obtain CCIE certification and less than 1% of the networking professionals worldwide", and the average candidate will spend thousands of their own dollars and spend at least 18 months studying while pursuing it. There are two parts to obtaining a CCIE, the written and an 8-hour lab exam. Passing all the requirements of the program earns the individual a unique CCIE number assigned by Cisco.
- Cisco Certified Network Professional (CCNP)/ Cisco Certified Design Professional (CCDP)
 - The CCNP validates the ability to plan, implement, verify, and troubleshoot local and wide-area enterprise networks and work collaboratively with specialists on advanced security, voice, wireless, and video solutions. In addition to CCNA exams, professionals must pass three separate professional-level exams.
- Cisco Certified Network Associate (CCNA)/Cisco Certified Design Associate (CCDA)



- CCNA certification validates the ability to install, configure, operate, and troubleshoot medium-size routed and switched networks, including implementation and verification of connections to remote sites in a WAN.

The HyeTech team consists of multiple certified engineers in each of the above certifications.

HyeTech's engineers also have certifications from industry standard bodies that are manufacturer agnostic for wireless and security including:

- Certified Wireless Technology Specialist (CWTS)
 - Wireless certifications from CWNP, a wireless vendor neutral wireless standards body. This covers all aspects of RF and is a critical certification for a wireless engineer.
- Certified Wireless Network Administrator (CWNA)
 - Professional level wireless certifications from CWNP, a wireless vendor neutral wireless standards body. This covers all aspects of RF and is a critical certification for a wireless engineer. Specifically, CWNA covers the skills to successfully survey, install, and administer enterprise wireless networks
- Certified Wireless Security Professional (CWSP)
 - Professional level wireless certifications from CWNP, a wireless vendor neutral wireless standards body. This covers all aspects of RF and is a critical certification for an advanced wireless engineer. The CWSP ensures you have the skills to successfully secure enterprise wireless networks.
- SANS GIAC Certified Firewall Analyst (GCFW)
 - GIAC Certified Firewall Analysts (GCFWs) have the knowledge, skills, and abilities to design, configure, and monitor routers, firewalls, and perimeter defense systems. Achieving this certification required a written test as well practical paper of minimum 10 pages regarding security topics having to do with Intrusion Prevention.
- SANS GIAC Certified Intrusion Analyst (GCIA)
 - GCIA's have the knowledge, skills, and abilities to configure and monitor intrusion detection systems, and to read, interpret, and analyze network traffic and related log files. Achieving this certification required a written test as well practical paper of minimum 10 pages regarding security topics having to do with Intrusion Prevention.
- Certified Information Systems Security Professional (CISSP)
 - This certification is a globally recognized standard of achievement that confirms an individual's knowledge in the field of information security. CISSPs are information assurance professionals who define the architecture, design, management and/or controls that assure the security of business environments.
- Microsoft Certified Systems Engineer (MCSE)
 - Microsoft's highest certification level is that of Microsoft Certified Systems Engineer. To achieve this certification, the engineer must take and pass three separate tests, including a product test and networking. It is considered one of the more difficult certifications to achieve because of the breadth of knowledge one must have on a variety of technologies.

HyeTech's engineers also have certifications from industry standard bodies that are manufacturer agnostic for wireless and security including:

- Certified Wireless Technology Specialist (CWTS)
 - Wireless certifications from CWNP, a wireless vendor neutral wireless standards body. This covers all aspects of RF and is a critical certification for a wireless engineer.



- Certified Wireless Network Administrator (CWNA)
 - Professional level wireless certifications from CWNP, a wireless vendor neutral wireless standards body. This covers all aspects of RF and is a critical certification for a wireless engineer. Specifically, CWNA covers the skills to successfully survey, install, and administer enterprise wireless networks
- Certified Wireless Security Professional (CWSP)
 - Professional level wireless certifications from CWNP, a wireless vendor neutral wireless standards body. This covers all aspects of RF and is a critical certification for an advanced wireless engineer. The CWSP ensures you have the skills to successfully secure enterprise wireless networks.
- SANS GIAC Certified Firewall Analyst (GCFW)
 - GIAC Certified Firewall Analysts (GCFWs) have the knowledge, skills, and abilities to design, configure, and monitor routers, firewalls, and perimeter defense systems. Achieving this certification required a written test as well practical paper of minimum 10 pages regarding security topics having to do with Intrusion Prevention.
- SANS GIAC Certified Intrusion Analyst (GCIA)
 - GCIA's have the knowledge, skills, and abilities to configure and monitor intrusion detection systems, and to read, interpret, and analyze network traffic and related log files. Achieving this certification required a written test as well practical paper of minimum 10 pages regarding security topics having to do with Intrusion Prevention.
- Certified Information Systems Security Professional (CISSP)
 - This certification is a globally recognized standard of achievement that confirms an individual's knowledge in the field of information security. CISSPs are information assurance professionals who define the architecture, design, management and/or controls that assure the security of business environments.

3.2. FIRM'S EXPERIENCE AND QUALIFICATIONS

3.2.1. FIRM'S OVERVIEW

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

Response:

[HyeTech Overview](#)

HyeTech was founded in January of 2005 and is a locally owned small business. HyeTech's focus has been to provide clients, throughout the State of Arizona, with superior solutions for their technology challenges while accounting for scalable environments to enable future growth. Each new project is viewed as an opportunity to forge a long-term working relationship with our clients. This commitment requires HyeTech to examine the immediate goals for the current project as well as future strategies that the leadership has for business growth and expansion. HyeTech engineers possess a unique in-depth knowledge of secure networking, cyber security, systems and cloud security as well as an intimate understanding



of the inner workings of large businesses and educational institutions. This broad understanding of both the technical and business needs, allows HyeTech to provide a team of highly skilled technology professionals best suited to meet and exceed the City's needs in all phases of a project.

Over the years, HyeTech has transformed from a network and security firm into a firm providing end-to-end solutions in all disciplines of technology. Security is foundational in all solutions provided by HyeTech, from network, to systems, wireless, unified communications, data center, and general operations. Security is always at the forefront of all architectures from our firm. Our team believes in developing unique security solutions for each of our clients. While there are similarities between networks and clients, no two environments are identical.

HyeTech's capability to foresee the City's needs throughout RFP 21-099 makes us the ideal firm. With over a decade of experience supporting solutions for city, public education, and state government organizations, HyeTech brings an understanding of the business, technology, and security challenges facing City leadership. From small projects, complete enterprise security architecture and implementations, network and security assessments to ongoing operational support for these environments, HyeTech, as a professional services organization, is the best candidate for this project.

There are several reasons that make HyeTech the best selection for this RFP. First, HyeTech's philosophy is we are a client facing organization. This is critical to appreciate a client's needs, resolve problems, plan, and continue relationships. At the same time, industry best practices and cost are always at the forefront of any task(s). The team of engineers that will work with the City will have the goal of providing the City the best possible architectures and solutions that are scalable and supportable.

The HyeTech team has a variety of engineering resources that are part of our local team. This diversity enables the team to tackle the vast array of technologies that are found in today's network, security, datacenter, public cloud and computing environments. These skills include senior level engineers and architects in networking and security, data center and cloud, unified communications (voice/video) and wireless technologies and virtualization and storage. In addition, the HyeTech team has senior architects in Microsoft technologies and products, Linux, as well application load balancing and delivery. HyeTech can provide a team of experienced engineers that work together on a regular basis to deliver critical projects for our clients.

The HyeTech team brings a strong architecture and design practice to help our clients. It is something our team has been involved in delivering since inception. There have been many projects where our team was brought in to provide just the secure architecture, or the reference architecture. It is a core competency for our team, and we thrive in delivering secure architectures and designs that fit our client's needs. Our team incorporates secure design into each of the technologies we deliver.

HyeTech was founded as an engineering firm. Over the years we have grown to a staff of nearly 100. Nearly all our resources are here in the Arizona with most residing in the Phoenix metro area. HyeTech was founded as an engineering firm and that has not changed over the years. Most of the staff at HyeTech are engineers. Whether they are part of our



24x7x365 operations center that is fully staffed operated locally in Phoenix, the architecture team, or the consulting team, most of our team are engineering focused.

Over the past 2 years, HyeTech has become Cisco's #1 partner in state and local government markets in Arizona. This is largely due to our dedication to our customers at various cities, towns, schools, counties, etc. across Arizona. With one of, if not the, largest local engineering teams and our focus on technology, solutions, and customer experience, we have gained the trust of many customers throughout the State.

HyeTech's home office is in Phoenix, Arizona. Our office space is over 7000 square feet, housing engineers of all technical specializations. This includes our 24x7x365 Network/Security Operations Center. We have engineers that live throughout the state and provide services throughout Arizona.

Qualifications

HyeTech is a locally owned small business. HyeTech is a 360-degree solution-based consulting firm focusing on innovative technology, scalability, and fiscally conscious solutions and services. Our office is located in Phoenix, Arizona, with engineers located throughout the state. Over the years, HyeTech has provided services throughout the metropolitan areas, as well as the rural communities.

We view each project as an opportunity to forge a long-term working relationship. Thus, HyeTech's organization structure includes a leadership team overseeing engineers of all levels and disciplines, project managers, our network operations center and sales. Our team engages each client to examine its immediate goals for current projects, as well as future strategies that the leadership has for business growth and expansion.

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

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

Response: 10235 S. 51st Street, Suite 120, Phoenix, AZ 85044

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

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

Response:
 N/A

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





o Cisco Advanced Unified Communications Specialization

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

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

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

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

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


6. Is your firm currently a Cisco Collaboration Architecture Certification Partner? Yes No

If yes, does your firm certify it will maintain its Cisco Collaboration Architecture Certification for the life of the contract? Yes No

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

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

Response:
Details of Services Offered
 HyeTech provides a broad range of products and services. These services include professional services, consulting services, managed services, and product resale services. The managed services consist of network operations and security operations.
 The following section provides background information with regards to HyeTech's services, solutions and experience in the technologies that are identified in RFP 21-099.



ENTERPRISE ROUTING & SWITCHING

Routing and switching technologies are one of the main building blocks of HyeTech. Our firm invests considerable training and experience in many manufacturer switching products. We have designed and deployed numerous complex, multi-layer enterprise networks. This includes enterprise MPLS with L2VPN and L3VPN, SDN and SDN like features, as well as many other advanced networking topologies.



HyeTech engineers have built security platforms for extremely sensitive agencies and organizations, including law enforcement, healthcare and finance. Our team has provided services for law enforcement networks that require Criminal Justice Information Services (CJIS – an FBI developed set of standards). We have also built networks that conform to Payment Card Industry (PCI) standards for financial firms. Lastly, HyeTech has assisted multiple healthcare organizations with the design and deployment of HIPAA compliant networks.



HyeTech has implemented many Datacenter environments from the ground up with many of the advanced features that today's software defined solutions require. Additionally, HyeTech has built cloud computing architectures (AWS, Azure, Google, Cisco). Our team has also completed such work for multiple education, government, and private clients with large and unique needs. The HyeTech team has significant experience with various manufacturer datacenter fabric, SDN and automation technologies. A team of highly skilled and talented server, virtualization and storage architects are the core of the Datacenter team.



HyeTech's wireless practice and engineering is one of the leaders in this market. Our team has designed, deployed or manage several of largest wireless deployments in Arizona. Notably, Mesa Public Schools (6500+ APs), University of Arizona (8000+ APs), Tucson Unified School District (4800+ APs), Arizona State University (11,000+ APs) are just three examples. Our team has built and deployed the robust NAC solutions necessary to support these large environments with BYOD and guest access. This includes complete management of the current system ASU and UofA. Authentication and Identity Services are a critical part of the HyeTech offering from various manufacturers.



HyeTech engineers have deployed multiple collaboration (Voice/Video) systems statewide. Our engineers have performed migrations from multiple legacy phone systems. These migrations are typically the most complex voice deployments as both systems need to be fully operational with full feature integration. HyeTech engineers have significant deployment expertise in the video and telepresence platforms. Our experience with deploying these systems in large environments such as the City of Phoenix (16,000 phone deployment) is extensive. Our



<p>SYSTEMS & APPLICATION</p>	<p>engineers regularly complete these types of installations and migrations.</p>
<p>PROJECT MANAGEMENT</p>	<p>HyeTech is uniquely positioned to not only provide infrastructure-based services, but we are able to provide services all the way to the application layer. HyeTech's systems practice provides us the unique ability to help our clients with services around the application layer that most of our competition cannot. Our team is uniquely experience in Microsoft products and technologies, including Active Directory, Exchange, Office 365 (migrations), SharePoint, SQL, Identity Management, SCCM, among others. In addition to Microsoft, we have engineers will many years of Linux and UNIX experience. Finally, due to our large educational customer base, we have several engineers that have focused on Apple technology support.</p>
<p>OPERATION CENTER/ MANAGED SERVICES</p>	<p>HyeTech's Project Management Office provides a unique service unlike many others. Our team is built around efficiency and support of the project teams. HyeTech PMs are certified and experienced in many aspects of technology and project/program management. Several have previously run large projects, such as the State of Arizona AZNET.</p>
<p>OPERATION CENTER/ MANAGED SERVICES</p>	<p>HyeTech's provides a full managed service to support clients. HyeTech provides a Network Operations Center (NOC) and a Security Operations Center (SOC) to our clients to streamline assistance with general technology issues as well as security incidents. This is a 24x7x365 service and can provide all tiers of support as needed by our client-base. The NOC and SOC service can be tailor built around any environment and will provide proactive monitoring along with SLAs. Please see "Value Added Services" section for additional details.</p>

3.3. GENERAL QUESTIONS

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

Response: N/A

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

Response:





N/A

3.4. DEBARRED AND LEGAL

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

Response:
N/A

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

Response:
N/A

3.5. FINANCIAL AND LEGAL

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



3.6. PROPOSER STAFF AND TRAINING SERVICES

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

Contract Manager Name: Lisa Andrus
 Phone Number: 602-694-0303
 Cellular Phone: 602-694-0303
 Fax Number: 480-247-4501
 E-mail Address: landrus@hyetechnetworks.com

Lisa is the Chief Operating Office and leads all aspects of contracting, legal and financial aspects for HyeTech. Lisa is a practicing lawyer with the Arizona Bar and provides HyeTech the business leadership in engaging with our customers. Lisa has been integral in growing HyeTech to becoming the #1 Cisco partner in total sales for the Arizona state and local government market.

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

Response:
 Rob Brokaw – rbrokaw@hyetechnetworks.com – 480.900.8196
 Aaron Torres – atorres@hyetechnetworks.com – 480.900.8190
 Brett Pierce – bpierce@hyetechnetworks.com – 480.900.8192

3. Provide the names, office addresses and technical certification’s for consulting staff located in Arizona. The table below provides the critical resources HyeTech will provide for City of Tempe projects. HyeTech has many other engineers for various technologies on staff. All HyeTech engineers are based in Arizona at HyeTech Headquarters located 10235 S. 51st St, Suite 120, Phoenix, Arizona 85044.

Arizona Location(s)	Consultants	Certifications
HyeTech HQ	Eddie Ramirez	CCIE
HyeTech HQ	Saro Hayan	CCIE
HyeTech HQ	Richard Dodson	15y Experience
HyeTech HQ	Ben Freitag	CCIE
HyeTech HQ	Cherie Vachon	CCIE
HyeTech HQ	Aaron Torres	CCIE
HyeTech HQ	Brett Pierce	CCIE
HyeTech HQ	Gear Misner	CCNP
HyeTech HQ	Jeff Metcalf	CCNP
HyeTech HQ	Adam Stoddard	CCNP
HyeTech HQ	Adam Budwill	CCNP
HyeTech HQ	Adam McHale	CCNP





HyeTech HQ	Jim Miller	15y Experience
HyeTech HQ	Jorge Alonzo	20y Experience
HyeTech HQ	Diego Alonzo	VCP, MCP
HyeTech HQ	Chris Muench	VCP, MCP
HyeTech HQ	Rick Wakefield	CWTS, CWNA, CWSP
HyeTech HQ	Alex Freyermuth	CCNP
HyeTech HQ	Jeff Brookins	VPC, MCP

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

Non-Arizona Location(s)	Consultants	Certifications
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

3.7. TRAINING SERVICES

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

Response:
 HyeTech provides or facilitates many types of training to benefit our customers.

Pre-Sales Training
 Introductory training on a new technology can be provided by the HyeTech team to the Tempe team on new and up and coming technologies and platforms. These types of services are part of our pre-sales services and our architecture team can provide training on various topics either as part of our regularly scheduled meetings or ad-hoc based-on City needs.

Direct Training & Knowledge Transfer
 HyeTech believes training is a critical part of technology consumption. HyeTech has performed onsite training, virtual training, as well as in person live user support after migrations or implementations. HyeTech will provide all forms of training for City users. The following are types of training HyeTech has performed previously and can offer the City.

- Onsite Team Training
- Executive Training
- Maintaining a repository of previous training
- Train-the-Trainer training
- Help Desk Support Training
- NOC Troubleshooting 1:1 Support

Upon request, our team is happy to schedule and provide high level specific training and/or knowledge transfer on the technologies and solutions that we have deployed. These are



sometimes included in a Scope of Work or provided at no charge. These sessions can be provided on-site, at our offices, at Cisco's offices, or via virtual session.

Manufacturer Training

Additionally, the HyeTech team frequently facilitates more specific product training to customers with our OEM partners (like Cisco). This can be accomplished by reselling learning credits to City for the needed number of credits. This can be done as stand-alone or provided as part of a project. Some manufacturer learning credits, like Cisco, can be used towards third party provided Cisco training, Cisco provided training, or Cisco Live conferences.

3.8. VALUE ADDED SERVICES

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

Response:

Value Added Services & Other Services Offered

HyeTech is an independent consulting firm committed to providing solutions based on the best technologies and at the best price points without preference to any one particular manufacturer. This approach has uniquely positioned us as a consulting focused integrator that specializes in the secure deployment of a variety of manufacturer platforms. We provide our clients with essential expertise in integration and consulting services for the most critical areas of the communications environment including.

Our unique managed services offering marries up the best of consulting services to the best of managed services. We provide a managed service that has customized on site consultants performing regular health checks and validations.

Finally, our unique white glove project services provide clients with the ability to have a project delivered but have it managed for some period of 3, 6 or 9 months while their staff is coming up to speed. This is a fusion of project and managed service that gives clients a soft landing when dealing with brand new technology.

HyeTech is the best firm for the City's IT Services contract for numerous reasons. Some of the highlights are as follows:

- Client Facing Philosophy
- Experienced & Specialized Engineers
- Breadth/Depth of Knowledge of Enterprise Technology
- Breadth/Depth of Knowledge in a Multitude of Manufacturers
- Proficiency
- Manufacturer Agnostic
- Team Consistency
- Forward Thinking
- Knowledge of Best Practices
- Knowledge of Entity Compliance (AFIS, CJIS, HIPPA, FERPA, SOX, ETC.)
- Economic Value



The following are the technologies we have significant experience in and provide consulting services around:

- Developer/Programming Services
- Full Suite of Cloud Architectures (Network/Security/Compute/Storage)
- Network Architecture Design and Deployments
- Datacenter Architecture Design and Deployments
- Wireless Architecture Design and Deployments
- Security Architecture Design and Deployments
- Voice/Video Architecture Design and Deployments
- Server/Virtualization/Storage Architecture Design and Deployments
- Infrastructure/Technology Assessments
- Managed Services
- Physical security monitoring design and deployment
- Video presentation and collaboration
- IP based multimedia distribution
- Program and Project Management
- Relationship and Engagement Management

HyeTech provides various levels of managed services. These services are supported by our locally staffed engineers and analysts. HyeTech believes strongly in having a local engineering team for all levels and types of services. While off-shoring provides some benefits, those are far outweighed by the presence of a local team within the region that understand our clients, their business and their needs.

HyeTech's managed services was founded on the idea that we will meet each customer at their level of need. Our services range from the very basic ad-hoc services to a full turnkey managed offering with anything between those as a fully customizable service. Below are the key points:

- Monitoring everything using cloud scale
- Provide flexible services and models
- Engage with tiered engineering
- Utilize the experience and knowledge of our engineering team for critical escalations and resolution
- No team silos or isolation from useful resources



3.9. CONTRACT ADMINISTRATION/PRESALES AND SALES SUPPORT/SERVICES OF EQUIPMENT/HARDWARE AND SOFTWARE

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

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

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

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

Response:

HyeTech will include varying levels of Cisco Smartnet Total Care with applicable hardware equipment. Cisco Smartnet Total Care includes 24x7 access to Cisco's Technical Assistance Center (TAC) to assist with product use, configuration, and troubleshooting. Additionally, it provides advanced hardware replacement as well as access to software downloads including OS updates and software releases. Advanced hardware replacement is available with varying response times dependent on the level of Smart Net purchased. The following are typical Smart Net offerings that HyeTech recommends:

Smartnet Total Care 24x7x4:





Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.

Smartnet Total Care 8x5xNext Business Day:

Advance Replacement will ship to arrive the next Business Day provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If Customer makes a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement the next Business Day.

The following link provides additional Smart Net levels offered by Cisco.

https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/cisco-smart-net-total-care.pdf

HyeTech will provide a minimum of 20% discount off list price on all Smartnet annual service plans. Additional discounting may be available for multi-year terms.

Service contract management will be performed by HyeTech on an annual basis. HyeTech will request visibility into all of the City's contracts and subscriptions and perform a thorough validation to ensure only required hardware and software on those contracts are being renewed. HyeTech will work with the City to determine the best date to co-term Smartnet expiration dates. New hardware purchases will also be co-termed to the same date and contract to ease the burden of contract management and ensure devices do not have a lapse in coverage.

In the event of a service issue with Cisco, the City can escalate to the HyeTech account team. HyeTech will leverage relationships with the Cisco account to team to escalate issues internally.

Furthermore, HyeTech offers an additional service to the manufacturer provided support agreements. These are service plans that are provided directly by HyeTech engineers including HyeTech field engineers when dispatch is necessary. As mentioned in the previous section, this is a fully customizable service. While flexibility is a key to this offering, below are some examples of "set" service offerings. They are all customizable:

Basic level

- Basic access to HyeTech's cloud-based portal for technology solutions
- remote configuration assistance
- remote break/fix troubleshooting
- basic response SLA (next business day)

- NOTE: customer initiates service calls for troubleshooting, break/fix, etc. (HT is not monitoring)

Advanced level

(Basic plus install and operate services):

- All items in "**Basic level**" services included, plus:
- Advanced access to HyeTech's cloud-based portal for technology solutions
 - 24x7x365 access to HyeTech's NOC services via phone, email, or messaging platforms (e.g., Slack, MS Teams, WebEx Teams)
- advanced response SLA (same business day if before 2pm)



- NOTE: customer initiates service calls for troubleshooting, break/fix, etc. (HT is not monitoring)

Premium level

(Basic plus Advanced plus monitor and maintain services):

- All "**Basic level**" and "**Advanced level**" services included, plus:
- access to HyeTech's monitoring, telemetry, and optimization platform
- 24x7x365 access to HyeTech's escalation engineers
- monitoring and alerting services
- upgrade and patch management services
- Premium response SLA (4 hr.)

- NOTE: HT or customer can initiate service calls for troubleshooting, break/fix, etc.

Enterprise Service Agreement

(ESA on a per-technology-domain basis; must cover all customer inventory for technology domain):

- All "**Basic level**", "**Advanced level**" and "**Premium level**" services included, plus:
- Access to HyeTech's cloud-based portal for technology solutions
- expert design services
- lifecycle and obsolescence program planning
- sparing management
- detailed service metric reporting
- consultation with an expert
- quarterly service reviews
- dedicated PMO support (to facilitate service reviews and obsolescence planning)

- NOTE: customer has dedicated POC(s) to facilitate service interaction - Aggressive variable SLA: 1hr-P1, 2hr-P2, 8hr-P3, 48hr-P4



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

Response:

In general, HyeTech does not charge for any miscellaneous services that are directly offered. There are two exceptions to this for specific use cases, as noted in the Price Sheet:

- Credit card transactions will incur a finance charge/transactional fee with a variance of 2.5% - 4%
- Delivery of emergency after-hours ad-hoc service will incur a service charge, applied as 1.5x the stated rates for the relevant resources involved in the service request. Note that this service charge is waived if the City chooses to utilize a HyeTech offered Annual Service Plan as outlined in response to the previous question #2 above.

4. Is there a discount off of the first year of maintenance on the CISCO hardware and software?
20 %
5. Offeror is to provide CISCO Price List. (A web link is acceptable) If the list is not included within the offer, please specify how the Offeror is providing a copy to the Agencies.

Response:

A copy of Cisco's most up-to-date price list may be obtained directly from their website at the following URL: <https://prpub.cloudapps.cisco.com/lpc/currentPL.faces>

6. Explain your company's return policy.

Response:

Return and restocking policies will vary from manufacturer to manufacturer and in many cases from product to product within a manufacturer's product lines. HyeTech assists clients by working with manufacturers and providing support for issues that may arise, including any necessary RMA processes.

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

Response:

The first step of the ordering process begins with requirements gathering during the pre-sales support phase. In this step, our dedicated team of design engineers will work directly with the appropriate City staff to develop the objectives, design criteria, and constraints. Depending on the scope and complexity of the project at hand, this can range from a simple phone discussion to multiple on-site design meetings and white board sessions in order to reach agreement on a finalized design. Once approved by the City, the design



is translated into a bill of materials and a services scope of work to provide implementation services as necessary and delivered as an orderable quote.

After a PO is generated for the quote, the HyeTech Project Management Office is engaged to begin the Service Delivery phase of engagement, and the order for materials is placed. The HyeTech Project Manager and Account teams work hand in hand with the City to assess delivery schedules based on current project timelines and lead times and take steps to mitigate risk to project timelines as necessary. These steps include requesting expedites and escalations directly with the manufacturer, sourcing the components from alternate distribution channels, and in some cases finding suitable replacement products.

After delivery of all hardware and software on an order, they will be invoiced based on the agreed upon terms. Once the Service Delivery phase of an order is completed, all professional services will be invoiced upon project completion, acceptance, and close-out.

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

Response:

The City will be directly supported by dedicated members of HyeTech's Architecture team, which provides all pre-sales support, design, education, and demonstration services. This team is led by multiple Cisco CCIEs. Each member of this dedicated team is fully capable of providing interactive sessions with the City's staff for the equipment proposed within their respective domains of expertise and serve to facilitate sessions with extended resources and additional CCIEs from HyeTech's architecture and delivery teams as needed.

HyeTech will use this model to successfully deliver quality educational and demonstration sessions for the equipment or technology solution being proposed that can be scheduled in short order as needed. Due to our focus on the local Arizona market and the size of our consulting and engineering teams, many times these are delivered within a day to a few days of request.

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

Response:

Along with traditional methods of communication, such as email and messaging services, HyeTech offers the ability to review and E-sign all quotes developed for the City's review (this capability can be enabled upon request). HyeTech strives to provide flexibility in order to integrate with the City's processes as seamlessly as possible. In addition to electronic quoting and approvals, HyeTech will also work with the City to establish agreeable and secure communications channels to facilitate the exchange of sensitive information such as network documentation, as appropriate.



10. Outline your process of escalation of service requests.

HyeTech provides several levels of escalation based on the request. If the request is associated with an outage or incident, the escalation path is defined by several key metrics.

Incident Management

In this step, the incident will be identified, logged, and categorized. The details gathered in this step will be an important factor to the engineer assigned to the incident. It is important to identify relevant IP address, hostnames, parent/child relationships, methods of access if necessary, testing performed, and any other pertinent information. Work cannot begin on dealing with an incident until it is known that an incident has occurred.

INCIDENT REPORTING

Incidents can be reported in multiple ways. The most common ways are listed in the table below:

Service Desk	Service desk analyst identifies an incident
Event Management	Network monitoring tools identify an incident
Service Provider	Service provider notifies of an incident
Customer Contact	Customer opens a ticket or calls service desk with an incident

Incident Reporters

INCIDENT IDENTIFICATION

Identify the incident and the technologies associated (e.g., a switch is no longer responding to network monitoring tools). Gather all the pertinent information about the incident. The minimum should be as follows:

Customer	Identify the customer
Site	Identify the site at the customer
Hostname	Hostname of impacted item
IP Address	IP address of impacted item
Service Impacted	Service impacted
Summary Issue	Provide a summary of the incident
Recurrence	Has this occurred previously?
Parent/Child	Identify any parent child relationships, if known

Incident Identification Examples

INCIDENT LOG

Log incident within the trouble ticket system with all the gathered details. All incidents must be fully logged and date/time stamped, regardless of whether they are raised through a Service Desk telephone call or whether automatically detected via an event alert. All relevant information relating to the nature of the incident must be logged so that





a full historical record is maintained – and so that if the incident has to be referred to other support group(s), they will have all relevant information at hand to assist them.

INCIDENT CATEGORIZATION

Identify if this is a Service Request incorrectly categorized as an incident. If so, update the case to reflect that it is a Service Request and follow the appropriate Service Request process.

All incidents will relate to one of the published services listed in the Service Catalog. If the customer is calling about an issue they have that is not related to one of the services in the catalog, then it is not an incident.

Determine if this issue has already been reported. If this is another person reporting the same issue, relate the issue to the cases already reported. Multiple reports of the same issue may mean the impact of the issue is broader than what might have been reported at first. The impact needs to be recorded based upon current knowledge of the impact.

INCIDENT PRIORITIZATION

Before an incident priority can be determined, the severity and impact need to be assessed. See paragraph 3.2 Incident Prioritization. Once the severity and impact are set, the priority can be derived using the prescriptive table. Use the tables below to determine severity and priority. The first table provides the severity of the incident.

Severity Level	Description
Level 1 - Critical	The presence of a severity 1 situation implies that business operations are severely affected. The situation has one or more of the following characteristics: <ul style="list-style-type: none"> • direct / indirect loss of revenue • business service is not operational • partial or complete outage of the production system • data integrity at risk • production backup and recovery operations fail Customer resources should be available to work on a 24/7 basis with HyeTech personnel to resolve the issue.
Level 2 - Major	The presence of a severity 2 situation implies that certain functions are significantly affected. The situation has one or more of the following characteristics: <ul style="list-style-type: none"> • no reasonable, operational or procedural workaround is available • causes a loss of performance
Level 3 - Moderate	The presence of severity 3 implies that there is a moderate impact to function, but the situation can be circumvented so that operations may continue; a minimal effect on performance, but with no business impact to the end user.
Level 4 - Minor	The presence of a severity 4 implies that there is an incorrect behavior, but the situation does not impede operations and results in no business impact to the end user.

Incident Severity

The second variable is the number of users and or services the incident affects.

Level	Description
Level 1 – Individual	Incident Impacts business operations for a single end user



Level 2 – Department	Incident impacts business operations for a group of users or an entire dept.
Level 3 – Single-Site	Incident is localized and impacts business operations for a single site/facility
Level 4 – Multi-Sites	Incident impacts business operations for multiple sites/facilities
Level 5 – Org Wide	Incident impacts business operations for the entire company or organization

Incident Impact

When combined, these variables will define overall Incident Severity and assign Priority classifications as defined in the matrix below.

Impact	Level 1 - Critical	Level 2 - Major	Level 3 - Moderate	Level 4 - Minor
Level 1 - Individual	Priority 3 - Medium	Priority 3 - Medium	Priority 3 - Medium	Priority 4 - Low
Level 2 – Dept	Priority 2 - High	Priority 2 - High	Priority 3 - Medium	Priority 4 - Low
Level 3 – Single Site	Priority 1 - Critical	Priority 2 - High	Priority 3 - Medium	Priority 3 - Medium
Level 4 – Multi-Site	Priority 1 - Critical	Priority 2 - High	Priority 3 - Medium	Priority 3 - Medium
Level 5 – Org. Wide	Priority 1 - Critical	Priority 2 - High	Priority 2 - High	Priority 3 - Medium

Incident Severity/Priority

Severity 1 – Critical – indicates the business operations are severely affected across a single site or more

Severity 2 – High – indicates certain functions are significantly affected across a department, site or more

Severity 3 – Medium – indicates a moderate impact to functions but the situation is circumvented so operations continue but may be somewhat impaired; most business operations remain functional

Severity 4 – Low – indicates potential incorrect behavior but has no business impact

INCIDENT DIAGNOSIS

If the incident has been routed via the Service Desk, the Service Desk analyst must carry out initial diagnosis, using diagnostic scripts and known error information to try to discover the full symptoms of the incident and to determine exactly what has gone wrong. The Service Desk representative will utilize the collected information on the symptoms and use that information to initiate a search of the Knowledge Base to find an appropriate solution. If possible, the Service Desk Analyst will resolve the incident and close the incident if the resolution is successful.

Determine if the incident resolution is in the Knowledge Base.

If the necessary information to resolve the incident is not in the Knowledge Base, the incident must be immediately assigned to an appropriately skilled engineer for further support. The assignee will then research the issue to determine cause and remediation options.

After a possible resolution has been determined either from the Knowledge Base or through research, attempt the resolution.

Verify with the customer that the resolution was satisfactory, and the customer is able to perform their work. An incident resolution does not require that the underlying cause of



the incident has been corrected. The resolution only needs to make it possible for the customer to be able to continue their work.

INCIDENT CLOSURE

The Service Desk should check that the incident is fully resolved and that the users are satisfied and willing to agree the incident can be closed. The Service Desk should also check the following:

Closure categorization. Check and confirm that the initial incident categorization was correct or, where the categorization subsequently turned out to be incorrect, update the record so that a correct closure categorization is recorded for the incident – seeking advice or guidance from the resolving engineer(s) as necessary.

Incident documentation. Follow up on any outstanding details and ensure that the Incident Record is fully documented so that a full historic record at a sufficient level of detail is complete.

Ongoing or recurring problem? Determine (in conjunction with resolving engineer) whether it is likely that the incident could recur and decide whether any preventive action is necessary to avoid this. In conjunction with Problem Management, raise a Problem Record in all such cases so that preventive action is initiated.

Formal closure. Formally close the Incident Record.

Incident Escalation

Although assignment may change, ownership of incidents always remains with the Service Desk. As a result, the responsibility of ensuring that an incident is escalated when appropriate also resides with the Service Desk.

The Service Desk will monitor all incidents, and escalate them based on the following guidelines for internal tickets:

Elapsed Time*	Severity 1	Severity 2	Severity 3	Severity 4
Immediate	HT +Tier2 Ven +Esc Eng Cust +Mgr			
1 hour	HT +Tier2 Ven +Mgr Cust --	HT +Tier2 Ven +Esc Eng Cust +Mgr		
2 Hour	HT +Tier3 Ven +Act Team Cust +Dir	HT -- Ven +Mgr Cust --		
4 hours	HT +SME +Exec Ven +Dir Cust +Exec	HT +Tier3 Ven +Act Team Cust --		
8 Hours	(Update) HT +SME +Exec Ven +Dir Cust +Exec	HT +SME +Exec Ven +Dir Cust +Exec		
24 hours	HT +Sr Exec Ven +VP	(Update) HT +SME +Exec	HT +Tier2 Ven +Esc Eng	



	Cust +Sr Exec	Ven +Dir Cust +Exec	Cust +Mgr	
48 hours	HT +CEO Ven +CEO/Pres Cust +CEO/Pres	HT +Sr Exec Ven +VP Cust +Sr Exec	HT +Tier3 Ven +Mgr Cust --	
72 hours		HT +CEO Ven +CEO/Pres Cust +CEO/Pres	HT +SME Ven +Act Team Cust +Dir	
96 hours			HT +Tier3 Ven +Dir Cust +Dir	HT +Tier2 Ven +Mgr Cust --

Incident Escalation

HT	HyeTech
Ven	HW/SW Vendor Support (e.g., Cisco TAC)
Cust	HyeTech Customer
+	Added Resource
Mgr	Manager
Dir	Director Level
Pres	President
Esc	Escalation
Eng	Engineer
SME	Subject Matter Expert/Architect
Tier2	Escalation Engineer (Tier2)
Tier3	Escalation Engineer (Tier3)
Exec	Executive Level

Acronyms

FUNCTIONAL ESCALATION

This is an internal escalation between Tiers of service (Tier1/Tier2/Tier3/SME). When the Service Desk receives notification of an incident, they are to perform the initial identification and diagnosis to classify the incident according to service category and prioritization. If the incident is a known problem with a known solution, the Service Desk will attempt a resolution. If it is not a known problem or if the attempted solution fails, they will delegate responsibility for an incident to an appropriate engineer.

MANAGEMENT ESCALATION

This is an escalation at all parties involved in an incident, HyeTech, Client, and Vendor. When an incident is identified to reach the previously indicated criticality level (See **Error! Reference source not found.**), different level of management must be notified within the timeframes provided.

ESCALATION NOTIFICATIONS

Any time a case is escalated, notification will occur to various individuals or groups depending upon the priority of the incident. Following are basic guidelines for notifications:

The default mechanism for notification will be by email and/or WebEx Teams unless otherwise specifically stated for a customer.





Whenever escalation or notification by phone is indicated, all known numbers for contact should be utilized, leaving voice mail on each until person is contacted. Refer to each customer contact list.

Management notification will include functional managers, directors, VPs, CxOs. Escalation of a case does not remove the assignment from an individual. When additional personnel need to be involved, they may be added as interested parties.

Any time a case is escalated, the case will be updated to reflect the escalation and the following notifications will be performed by the Service Desk:

- Customer will receive a standard escalation email informing them of the escalation
- Manager of functional group to whom case is currently assigned will be notified

11. Define turnaround times on RMA replacements.

Response:

The turnaround times for RMA replacements of the equipment proposed are dependent upon the service contract for the hardware in question. In general, HyeTech recommends the following strategy to optimize cost, however the particular details of the strategy used to support the City will be dependent upon further discovery and discussions with city staff:

- Access layer devices (i.e., edge switches, access points): Best Effort Next-Business-Day RMA based on Cisco's Enhanced Limited Lifetime Warranty, along with an appropriate sparing strategy for immediate service restoration during RMA replacement
- Distribution layer devices and redundant non-core services (i.e., aggregation switches, wireless controllers, voice gateways): Next-Business-Day RMA based on Cisco's 8x5 Smartnet Support service
- Core services (i.e., core switches, core firewalls): 4-hour RMA based on Cisco's 24x7 Smartnet Support service

NOTE: the above RMA turnaround times do not include the required device triage necessary to initiate the RMA

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

Response:

As part of the pre-sales support phase, the HyeTech Architecture team will provide continuous product and service updates to all City Agencies as desired to ensure all relevant staff are kept abreast of current technological trends. In addition to the product and service offering details, our team will relate the new product or service offerings to referenceable real-world implementations elsewhere in our customer base as available.



This continuous approach can be accomplished via regular weekly/bi-monthly/monthly meetings (timing agreed to and decided by City staff) or ad-hoc as needed. This approach will ensure that all parties are synchronized with respect to the design decisions and technologies implemented to meet the challenges of each agency.

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

Response:

The turnaround time for pricing and quotes is dependent upon the level of complexity, discovery, and design involved. Below is a general outline of average turnaround times based upon broad categories of quote requests:

- Run-rate requests for standard products: 24-48 hours
- Special pricing requests for standard products: 24-72 hours
- Project based scope requests: 24-72 hours after project scoping

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

If no, please explain

Response:

N/A

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

Response:

From the moment of its inception, HyeTech has been synonymous with high quality—in our solutions, our deployments, our deliverables, our support, our customer service... in every way possible. As our company expands, so does the challenge of promulgating this core value and the intrinsic responsibility of superior quality to every individual within the company. Complicating the efforts are the facts that one person's definition of quality may vary wildly from another's, and the quality goal of a decade ago is not likely the quality goal of today. Quality is a foundational pillar of our company's success and continuous improvement is the only path that ensures we retain HyeTech's high quality. Accordingly, HyeTech adheres to an ITIL-based Continuous Improvement Process Policy. The high-level goals of this policy are outlined below:

- Identify ways to improve services and processes to improve quality, output, efficiency, effectiveness, customer service, and/or reduce rework and cost
- Prioritize the processes to focus on improving quality as an overall company as well as by department, ensuring that every individual in HyeTech is aware of and working towards Continuous Improvement
- Utilize proven ITIL processes

A few of the realized benefits of HyeTech's Continuous Improvement Process include:

- The creation of a culture that does not become stale, stagnant, or left behind





- The consummation of a culture that strives for progressive advancement, one in which each teammate proactively considers the overarching processes and their piece of those processes with a view toward ways to improve it
- Cost effective improvements aligned to business priorities
- Improvements in key areas important to our company:
 - Improved customer service
 - Retention of engineering talent
 - Retention and satisfaction of customers
 - Improved efficiencies
 - Improved project delivery
 - Improved managed services

Continuous improvement in project delivery requires a closed loop through the obtainment of real customer feedback. Feedback is obtained throughout the project, and in a more formal approach, in the end of the project through the use of asking specific questions in the Project Close Out Meeting, the use of HyeTech's Project Acceptance Form, and the internal Project Feedback Review Meeting.



4. REFERENCES

Reference 1

Client Name: Mesa Public Schools	Address: 549 N. Stapley Drive Mesa, Arizona 85203	Reference Type: Network & Security
Contact Name: David Sanders	Job Title: CIO	Phone Number: 480-472-0051
E-mail Address: dbSanders@mpsaz.org	Scale/Scope: > 60,000 Students	When Implemented: June 2019 to Current
Description / Notes: Data Center Refresh, 94 remote locations, District Security Segmentation and Security Architecture using MPLS		

Reference 2

Client Name: Arizona State University	Address: 1551 S Rural Rd Tempe, AZ 85281	Reference Type: Managed Network/Security
Contact Name: Mike Brown	Job Title: Manager IT	Phone Number: 480-965-2700
E-mail Address: mrBrown3@asu.edu	Scale/Scope: > 110,000 Students	When Implemented: Sept 2016 to Current
Description / Notes: Managed network, wireless, voice, security for all ASU campus locations. Design and implement solutions for all in-scope technologies		

Reference 3

Client Name: Paradise Valley School District	Address: 1520 N. 32 nd Street Phoenix, AZ 85032	Reference Type: Managed Network/Security
Contact Name: Jeff Billings	Job Title: CIO	Phone Number: 602-449-2000
E-mail Address: jbillings@pvschools.net	Scale/Scope: > 30,000 Students	When Implemented: Sep 2019 to present
Description / Notes: District Security Segmentation and Security Architecture using MPLS, managed network and security services		

Reference 4

Client Name: Town of Gilbert	Address: 1045 Gilbert, Gilbert, Arizona, 85234	Reference Type: Network
Contact Name: Eugene Mejia	Job Title: Deputy CTO	Phone Number: 480-320-3900
E-mail Address: Eugene.Mejia@GilbertAZ.gov	Scale/Scope: Large Phoenix Metro City	When Implemented: Nov 2020 – March 2021
Description / Notes: Datacenter Cleanup, Future core re-architecture		

Reference 5

Client Name: City of Avondale	Address: 8500 S. Kyrene Rd. Tempe, Arizona 85284	Reference Type: Network/UC
Contact Name: Mark Neerings	Job Title: Assistant CIO	Phone Number: 623-333-5020
E-mail Address: mneerings@avondaleaz.gov	Scale/Scope: Large Phoenix Metro City	When Implemented: June 2020 to present
Network design and deployment. Collaboration and unified communication. SIP support. Wireless for public.		





Reference 6		
Client Name: Valleywise Health (fka MIHS)	Address: 2601 E Roosevelt St, Phoenix, AZ 85008	Reference Type: Network/Security/Managed
Contact Name: Steve Schiavone	Job Title: CTO	Phone Number: 602-344-8487
E-mail Address: Steve.Schiavone@mihs.org	Scale/Scope: Complete Hospital System	When Implemented: June 2015 to present
Data Center Refresh, hospital and all remote clinics, enterprise-wide security segmentation and security architecture using MPLS, managed services		
Reference 7		
Client Name: Coconino County	Address: 202 E Birch Ave, Flagstaff, AZ 86001	Reference Type: Network/Security
Contact Name: Matt Fowler	Job Title: CIO / CISO	Phone Number: 928-679-7911
E-mail Address: mfowler@coconino.az.gov	Scale/Scope: Complete Hospital System	When Implemented: June 2020 to present
Data Center Refresh, network architecture.		

4.1. OTHER RELATED EXPERIENCE

CLIENT	TYPE	SERVICES PROVIDED	SVC YEARS
City of Casa Grande	City	Network assessment, Network & DC deployment	3 yrs
City of Mesa	City	Internet Access network upgrade, VDI	5 yrs
City of Mesa PD	City	Network/Security/Systems support, NGFW deployment	6 yrs
City of Peoria	City	Network Support	2 yrs
City of Phoenix	City	Network/Security/Systems support, Full Network & UC refresh	10 yrs
City of Phoenix PD	City	Network & DC refresh, Network/Security support	7 yrs
City of Scottsdale	City	Develop City EmergencySRP. DC refresh, Network/Security support	5 yrs
City of Sierra Vista	City	Network/Security/Voice/Systems support	8 yrs
City of Tucson	City	Network/Security/Wireless support	10.5 yrs
City of Tucson PD	City	Network/Security/Wireless support	10.5 yrs
Town of Marana	City	Network assessment, UC migration from legacy PBX to VoIP	5 yrs
Tucson Int'l Airport	City	Network & DC refresh, UC upgrade	5 yrs
Valley Metro	City	Network assessment. Network refresh, Network/Security support	4 yrs
Cochise County	County	Network/Security/Wireless/Systems support, Full network refresh.	6 yrs
Gila County	County	Network/Security/Voice/Systems support, UC upgrade	10 yrs
Maricopa County	County	Security best practices, QoS, Architecture	4 yrs
Maricopa County Sheriff's Office	County	Network/Security consulting services. Inmate telephony and video system network deployment.	7 yrs
Pima County	County	Enterprise wide QoS design/deploy, DC refresh, Core refresh	8 yrs
Pinal County	County	Network/Security/Voice/Systems managed service, Full network refresh	8 yrs
Golder Ranch Fire	Fire	Network/Security/Voice/Systems support, UC upgrade	3 yrs
NW Fire District	Fire	Network/Security/Voice/Systems support, UC upgrade	2 yrs
Arizona State University	Higher Ed	Network/Security/DC/UC assessment, deployment & managed services	6 yrs
Maricopa CCCD	Higher Ed	Network upgrades, UC upgrades	5 yrs
Phoenix Int'l Airport	Higher Ed	Network & security architecture design. MPLS network	8 yrs
Northern Arizona University	Higher Ed	Network & security architecture design	6 yrs
Northland Pioneer College	Higher Ed	Network/UC deployment, DC services	5 yrs
University of Arizona	Higher Ed	Network/Wireless/Voice/Video Support. Campus core network refresh.	12 yrs





Agua Fria USD	K-12	Network/Systems support	1.5 yrs
Apache Junction USD	K-12	Network/Security/Wireless support	2 yrs
Buckeye ESD	K-12	Network and wireless assessment, Network/Security support	2 yrs
Casa Grande ESD	K-12	VDI deployment, Network/DC refresh	4 yrs
Chandler USD	K-12	Network/Systems support	7 yrs
Coolidge USD	K-12	District network refresh. Network/Security/Systems support.	2 yrs
Deer Valley USD	K-12	Network/Security support. UC upgrade	3 yrs
Flagstaff USD	K-12	Full network refresh, Network/Security/Systems support. UC upgrade.	6 yrs
Florence USD	K-12	Full network refresh, Network/Security/Systems support. UC upgrade.	10 yrs
Gilbert Public Schools	K-12	Network assessment. Network/Security/UC implementation & support	5 yrs
Higley USD	K-12	District network refresh. Network/Security/Voice/Systems support.	4 yrs
Kyrene USD	K-12	Metro Ethernet WAN migration. Network/DC refresh	4 yrs
Mesa Public Schools	K-12	Full Network/DC/UC implementation & support	9 yrs
Paradise Valley USD	K-12	Full Network/DC/UC implementation & support	7 yrs
Pendergast ESD	K-12	General consulting services	2 yrs
Peoria USD	K-12	F5 and content filter support services.	5 yrs
Pinal County Schools	K-12	Systems support.	3 yrs
Scottsdale USD	K-12	Network/Security support.	2 yrs
Tempe Union HSD	K-12	Network/Wireless assessment and support	5 yrs
Tolleson ESD	K-12	WAN switch deployment.	2 yrs
Tucson USD	K-12	Full District network & wireless refresh. Datacenter refresh.	10 yrs
Wilson ESD	K-12	Network/Security/Systems/Voice support	5 yrs
AZ DCS	State	Firewall deployment for DCS to DES communication	3 yrs
AZ State Courts	State	Voice over IP system upgrades.	5 yrs
AZ Superior Court Pima Co	State	Network deployment and support	3 yrs
AZ DOA	State	Deploy new firewalls on behalf of AZ Department of Corrections.	1 yr
AZ DES	State	Legacy firewall migration, external L2L VPN migration	4 yrs

4.2. ACCEPTANCE & COMPLIANCE OF RFP TERMS & CONDITIONS & MISCELLANEOUS

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

If no, please explain

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

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

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

Response:





5. PRICING SECTION

5.1. CISCO EQUIPMENT, PERCENT DISCOUNT OFF CISCO LIST PRICE

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

Item	Description	% Discount
Group 1	CISCO Network and upgrade components	42%
Group 2	CISCO Voice over IP products and solutions	42%
Group 3	CISCO Unified Computing Products, blade servers, rack servers, Invicta appliances, fabric interconnects, fabric extenders, etc.	61%
Group 4	CISCO Radio interoperability products and solutions	42%
Group 5	CISCO Network security products	42%
Group 6	CISCO System Software and Monitoring Tools	42%
Group 7	CISCO Unity products and services	42%
Group 8	CISCO Physical Security Products, Video Surveillance, IP Cameras, Access Control, etc.	42%
Group 9	CISCO Wireless, etc.	42%
Group 10	CISCO Miscellaneous devices, peripherals, digital signage, cables for operation or interfacing of CISCO equipment, etc.	42%
Group 11	Annual Service Plans, percentage discount off CISCO list price or cost of equivalent service contract for CISCO hardware and software support, etc.	20%
Group 12	Remanufactured or refurbished items may be offered. Offeror shall provide a separate schedule as "optional".	42%
Group 13	CISCO annual service contract for CISCO hardware and software support, etc.	20%
Group 14	Flex Enterprise Agreement - CISCO	27%
Group 15	SaaS - CISCO	20%
Group 16	Conferencing – WebEx Meetings, WebEx Events, etc.	27%
Group 17	Collaboration Endpoints – phones, headsets, video conferencing devices	42%
Group 18	Cisco Data Center Switching	42%
Group 19	Cisco Meraki Cloud Managed solutions	42%
Group 20	Cybersecurity Products and Services	42%



5.2. SERVICES PROVIDED – HOURLY RATE

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

Item	Service	Hourly Rate
1.	Design and analysis	\$ 175
2.	Configuration	\$ 175
3.	Implementation	\$ 150
4.	Installation	\$ 125
5.	Training	\$ 125
6.	Maintenance	\$ 100
7.	Support of Data	\$ 150
8.	Support of Voice	\$ 150
9.	Support of Multimedia	\$ 150
10.	Support of Radio	\$ 150
11.	Network-based, Network-embedded Products	\$ 175
12.	Network Security Services	\$ 175
13.	Network Virtualization Services	\$ 175
14.	Senior Engineer	\$ 150
15.	Principle Architect	\$ 175
16.	Senior Technical Architect	\$ 175
17.	Project Manager	\$ 125
18.	Senior Project Manager	\$ 150
19.	Program Manager	\$ 175
20.	Credit Card Finance Charge / Transaction Fee	2.5% - 4%
21.	Emergency After-Hours ad-hoc Service Charge	1.5x Hr. Rate

* Applicable Tax 8.1 %

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

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

**Ordering and Invoice Instructions**

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

Invoices shall include:

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

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

Accounting Contacts:	Yesenia Loreda-Flores	Letters A – H and Numbers
	Ramona Zapien	Letters I – Z
	Kimberly Williams	General AP Inquiries and AP Checks





6. VENDOR'S OFFER

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

Company Name: Hye Tech Network & Security Solutions, LLC

Company Purchase Order Mailing Address:

Street Address: 4802 E. Ray Road Suite 23-414

City, State, Zip: Phoenix, Arizona 85044

Contact Person: Lisa Andrus Phone Number: 602-694-0303

E-mail Address: landrus@hyetechnetworks.com Cell Number: 602-694-0303

Remit to Information

Company Name (as it appears on invoice): Hye Tech Network & Security Solutions, LLC

Company Payment Remit to Address:

Street Address: 4802 E. Ray Road Suite 23-414

City, State, Zip: Phoenix, Arizona 85044

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: N/A

Payment Options

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

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

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

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

Signature of Authorized Offer

4/21/2021
 Date

Lisa Andrus
 Print or Type Name of Authorized Individual

COO
 Title of Authorized Individual





7. ANTI-DISCRIMINATORY POLICY



COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

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

Sec. 2-601. Policy.

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

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

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

Vendor Requirements

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

To be completed by responding company and returned with submittal:

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

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

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





_HT ANTI-DISCRIMINATION POLICY.DOCX

APRIL 2, 2020

2. DOCUMENT PURPOSE

The objectives of this Anti-Discrimination Policy are to ensure that all:

All employees of Hye Tech Network & Security Solutions, LLC (HyeTech) or potential employees do not suffer unfair discrimination in the workplace. Individuals working for HyeTech are in an environment where all decisions are free of discrimination, where they have equal opportunity based on relevant abilities and merit. Personnel actions, such as compensation, benefits, transfers, layoffs, company-sponsored training programs, and social and recreational programs, will be administered on a non-discriminatory basis.

Discrimination is any negative action or attitude directed toward someone because of protected characteristics, like race and gender. Other protected characteristics are:

- Age
- Religion
- Gender / race / color
- Ethnicity / nationality
- Disability / medical history
- Marriage / civil partnership
- Pregnancy / maternity / paternity
- Gender identity / sexual orientation
- US Military service status

3. NON-DISCRIMINATION POLICY STATEMENT

At HyeTech, we value all employees and job candidates as unique individuals, and we welcome the variety of experiences they bring to our company. As such, we have a strict non-discrimination policy. We believe everyone should be treated equally regardless of race, sex, gender identification, sexual orientation, national origin, native language, US military service status, religion, age, disability, marital status, citizenship, genetic information, pregnancy, or any other characteristic protected by law. If you feel that you have been discriminated against, please let your direct supervisor or HR team know as soon as possible. Every complaint will be appropriately investigated.

4. RIGHT TO WORK IN PROFESSIONAL ENVIRONMENT

Every employee has the right to work in a professional environment where their knowledge, skills, and abilities are the critical factors in their success. HyeTech expects all employees to maintain standards of propriety, promote equal opportunity, treat everyone professionally, and act without bias.

5. ZERO TOLERANCE FOR HARASSMENT

HyeTech has a zero-tolerance policy for sexual harassment or discrimination, racial harassment or discrimination, or any other form of harassment and discrimination (religious, language, sexual orientation, etc.). If you feel that you have been harassed or that an employee has discriminated against you, please let your direct supervisor or HR team know as soon as possible.



HYE TECH NETWORK & SECURITY SOLUTIONS, LLC
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PAGE 3 OF 5





_HT ANTI-DISCRIMINATION POLICY.DOCX

APRIL 2, 2020

6. REPORTING PROCEDURE

Any employee who feels they have been harassed, discriminated against, or otherwise treated negatively because of their race, religion, gender, or other characteristics, should report the harassment to one of the following people:

- Any human resources employee.
- The direct manager/supervisor.
- Anyone in their supervisory line (manager, director, et cetera).

Employees will not be disciplined in any manner for failing to report something that occurred to them. Nor will the company retaliate for any good faith report. A good faith report means that the employee believes that something inappropriate happened, even if the investigation determines no inappropriate behavior occurred.

HyeTech will then conduct an investigation. This may take a considerable amount of time, depending on the situation.

If an employee makes a bad faith complaint, that will be considered harassment. A bad faith complaint is one where the complainant knowingly lies or misrepresents the situation to accuse a coworker, damage someone's reputation, or to get personal gain.



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8. SUPPLIER SUSTAINABILITY QUESTIONNAIRE

8.1. CORPORATE SUSTAINABLE ACTIONS

Item	Question	Response
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	HyeTech does not have a published sustainability guideline. As a system integrator we strive to help our customers achieve their sustainability and environmental goals through efficient, cost and resource saving Network and IOT solutions.
2.	What is your company doing to be more energy efficient?	HyeTech maintains a highly efficient office space with sensor technology that optimizes power use only when and where needed. If possible, remote video conferencing is highly leveraged for customer meetings, internal meetings as well as services engagements (when possible). When and if a field dispatch is necessary for a to support a customer on contract, HyeTech utilizes highly gas efficient Ford Transit Connect vehicles to reduce fossil fuel usage and emissions.
3.	What is your company doing to reduce greenhouse gas emissions?	See above.
4.	What is your company doing to reduce waste transferred to landfills?	As a leading technology company, HyeTech has a philosophy of paperless operation. HyeTech stores over 95% of its documentation in a secure and electronic platform. Paper documentation provided to our firm is digitized. Our work environment is paper minimalist. We conduct business in a compute format that encourages mindful use of printers. We made a conscious decision to not utilize copiers, fax and traditional paper files. In addition, we recycle all boxing and paper materials resulting from internal or HyeTech delivered customer equipment. Lastly, we do not provide plastic water bottles or containers in our office space and utilize bulk drinking water services.
5.	What is your company doing to reduce water waste?	HyeTech has elected to lease office space and thus, our impact in this regard is minimal.
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials (such as cleaning products, etc.)?	HyeTech works with our facilities management to ensure the teams that work within our facilities utilize natural cleaning products. Where team members need to use cleaning products directly, HyeTech provides natural products only.
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	As we are classified as a small business, HyeTech has limited leverage to control the actions of our large OEM partners however, we do strive to utilize products that promote a sustainable environment.
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	Reducing the cost of power and product use, paper and supplies is inherently in the best interest of any business as well as the environment, and as a small business HyeTech strives to meet to keep our footprint low. However, as a consulting firm, some certifications may be inapplicable.



8.2. PRODUCT SUSTAINABLE ACTIONS

Item	Question	Response
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	HyeTech does not manufacture any of the products it will be providing the City within the scope of this RFP. This has been addressed by the OEM (Cisco). Cisco is extremely conscious of its environmental impact and always strives to reduce its footprint. Cisco offers a product trade in program that HyeTech participates in and encourages our customers to take advantage of. Traded in equipment is recycled by Cisco's contracted resource.
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	Cisco returns these materials to the market where they are made into new products. More than 99 percent of the electronics sent for processing are recycled. Cisco's Takeback and Recycle Program enables you to properly dispose of products that have reached their end of useful life.
3.	Does the product being offered include any recycled materials? If yes, please explain.	Yes. Cisco consistently reuses or recycles more than 99% of the equipment they take back. Reuse is prioritized (e.g., through remanufacture and repair) and remaining products that have reached the end of their useful life are recycled. Increasing the use of recycled plastics sourced from our own recycling stream is one example of how we can give new life to products at their end of life. https://www.cisco.com/c/dam/en_us/about/closed-loop.pdf
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	See above.
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	HyeTech's use of packaging materials is minimal.
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	Please see link: https://blogs.cisco.com/csr/energy-efficiency-of-cisco-products
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	As stated, HyeTech is in the business of helping our customers achieve sustainable and efficient Network solutions. We appreciate the opportunities we have been provided and the necessity to be a provider to others. While HyeTech encourages a mindful approach to these goals. As our team continues to grow, we will continue to be self-reflective in not only how can give back to our community locally, but also on a larger global scale. HyeTech encourages our team to be mindful about our emissions footprint, individually and as an organization. We embrace telecommuting as a regular practice. Some team members are able to telecommute multiple days per week. We provide technologies and tools to enable a seamless work environment whether the team member is working at the office or remotely. Tools such as WebEx, WebEx Teams, Slack, MS Teams, and other online collaboration and meeting tools to cut down the necessity for travel.



9. ADDENDUMS

9.1. ADDENDUM #1

Addendum to Solicitation



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

Issue Date: | April 2, 2021

This addendum will modify and/or clarify:

Solicitation No.: | RFP 21-099

and is

Addendum No.: | 1

Procurement Description: | CISCO Networking and VOIP Services

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

Question and Answers received regarding this RFP.

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



- 11. LAN speed requirements? Refer to technical requirements 100mb.Gig.10Gib.
- 12. Failover requirements? Not requesting failover services or design.
- 13. Managed required? Not requesting new design.
- 14. Who is the incumbent? Not applicable.

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

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

Hye Tech Network & Security Solutions, LLC

Name of Company

Lisa Andrus, COO/CFO

By – Name and Title (Please Print)

landrus@hyetechnetworks.com

Email Address

480-900-8100

Telephone

Phoenix AZ 85044

City State Zip

Authorized Signature



9.2. ADDENDUM #2

Addendum to Solicitation



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

Issue Date: | April 15, 2021

This addendum will modify and/or clarify:

Solicitation No.: | RFP 21-099

and is

Addendum No.: | 2

Procurement Description: | CISCO Networking
and VOIP Services

The RFP Due Date and Time will change to April 21, 2021 at 3:00 P.M.

Question and Answers received regarding this RFP.

1. RFP #21-099: On page 36, in paragraph A of the Technical Questionnaire, the City asks, "If selected, will your company allow other government agencies to utilize this Contract?" Are these other "government agencies" the "public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement" and the SAVE cooperative referenced in paragraph 8 of the Standard Terms and Conditions (page 11)? Or, is the City asking if additional agencies apart from those noted on page 11 would be able to utilize the awarded contract?

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

2. RFP #21-099: On page 13, paragraph 6 requires that "Any documents, license agreements, terms and conditions, terms incorporated by reference, or forms (including separate contract, maintenance agreement, or training agreement) intended by the Offeror to be included in any resulting Contract or signed by the City must be submitted with proposal." While the City would not be required to sign it upon execution of the contract awarded for RFP #21-099, our company would require the City to sign a Statement of Work (SOW) for specific professional services engagements transacted through the awarded contract. Given that, should we submit our SOW template with our proposal?

Yes, please submit documentation for our review with your proposal.





- 3. Also, given the proximity of the published Q&A responses and the proposal deadline (4/19), do you know if the City intends to extend the deadline?

City is extending the deadline to April 21, 2021 @ 3:00 P.M.

Please ensure that you sign and submit this addendum by the solicitation due date.

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

Hye Tech Network & Security Solutions, LLC
Name of Company

Lisa Andrus, COO/CFO
By – Name and Title (Please Print)

landrus@hyetechnetworks.com
Email Address

480-900-8100
Telephone

Phoenix AZ 85044
City State Zip


Authorized Signature



**REQUEST FOR PROPOSAL
SOFTWARE SOLUTION**

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

RFP ISSUE DATE:
MARCH 16, 2021

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

ALL INQUIRIES MUST BE DIRECTED TO:
KATHLEEN SHIPMAN, CPPB
EMAIL: kathleen_shipman@tempe.gov
PHONE: 480-350-8617

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

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

No hard copy proposals will be accepted at this time.

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Format of Documents

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

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

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

General Instructions

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

1. **Preparation of Proposal:**

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

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

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

General Instructions

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

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

General Instructions

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

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

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

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

General Instructions

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

General Instructions

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

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

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

Standard Terms and Conditions

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

1. **Applicable Law and Venue:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by Arizona law and lawsuits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Availability of Funds for the Next Fiscal Year:** Unless funds are available and annual payments are made in advance, the City's obligation for continued performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination.
3. **Compliance with Laws:** Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.
4. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
5. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
6. **Contract Modifications:** The final Contract t may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.
7. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation.

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

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

9. **Dispute Resolution:** The City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract prior to either party initiating litigation, unless such litigation is necessary to prevent irreparable harm or to preserve rights or remedies.
10. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific product(s) or service(s) being billed. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

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

- A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.
- i) Any failure by Contractor to provide services and/or Deliverables that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
 - ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;
 - iii) Any failure of Contractor to commence work or provide services within the time specified herein, and to diligently undertake Contractor's work to completion.
- B. Upon and during the continuance of an event of default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:
- i) Terminate the Contract;
 - ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract;
- C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies.
- D. **Termination for Cause.** Either party may terminate the Contract for material breach by written notice, effective in thirty (30) days, unless the other party first cures such breach. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

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

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- D. Exclusions. Contractor's obligations set forth in subsection (b) above do not apply to the extent that an Indemnified Claim arises out of:
- a. City's violation of the Contract
 - b. Revisions to a Deliverable made without Contractor's written consent
 - c. City's failure to incorporate revisions to a Deliverable that would have avoided the infringement alleged in the Indemnified Claim, provided that the Contractor offered such revisions without fees or charges not otherwise required pursuant to the Contract
 - d. Use of a Deliverable in combination with hardware or software not provided by Contractor: (A) that is specifically forbidden by the relevant Statement of Work (including without limitation any specifications included or referenced therein); or (B) that is not designated in the Statement of Work as available for interface with the Deliverable, unless such hardware or software is necessary for the Deliverable to perform a function listed in such Statement of Work.
- E. The amount and type of insurance coverage required by the City will in no way be construed as limiting the scope of indemnity required.
- F. This provision shall survive the term of the resulting final Contract.

16. **Interpretation of Parole Evidence:** The Contract resulting from this Request for Proposal is intended as a final expression of the agreement between the parties. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
17. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
18. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.
19. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion. An assignment is allowed only when all prices, discounts, terms and conditions of the original proposal documents and contract award remain unchanged unless negotiated by the City. Any assignment by operation of law in the context of the sale of substantially all of a party's stock or assets shall not constitute an assignment for the purposes of this prohibition.
20. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

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

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

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

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

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- B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. Is engaged in activities prohibited in the Order; or,
 - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
29. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
30. **Warranties:**
- A. **Function**

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

Contractor warrants that it owns all rights, title, and interest in and to the Software, or that in the case of any third-party software that it has the right to grant a sublicense to use such third-party software.
 - C. **No viruses**

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

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

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E. Allowable Disclaimers

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

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

Special Terms & Conditions and Instructions

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

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

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

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B. A Contract Award Notice or Purchase Order will not be issued to a Contractor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Offeror selected for award.

C. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

a. Commercial General Liability

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance. Such policy shall contain a "severability of interests" provision.

b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services within Arizona. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

Special Terms & Conditions and Instructions

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

Special Terms & Conditions and Instructions

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

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

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

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

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

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

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

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

23. **Responsibility for Work:** The Contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective Contract obligation is completed and accepted by the City of Tempe. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City of Tempe. Partial payment for any completed portion of work shall not release the Contractor from such responsibility.
24. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City of Tempe. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City of Tempe sites. The Contractor must, however, furnish the City a current employee register on the issuance of this Contract and

Special Terms & Conditions and Instructions

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

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

Special Terms & Conditions and Instructions

Federal Requirements of Solicitation

FEDERAL FUNDING REQUIREMENTS

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

Special Terms & Conditions and Instructions

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

Downloading of Documents

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

Below is the link to the Tempe Solicitations:

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

Background

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

RFP Communications/Inquiries

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

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

Contact the following individual for clarification of this RFP:

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

Economy of Proposal

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

Scope of Work

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

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

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

Award of Contract

The City intends to make a single award.

Estimated Annual Spend

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

Multi-Agency Procurement

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

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

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

Minimum Qualifications

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

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

Scope of Work

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

Warranty

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

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

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

Services Under Warranty

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

Hourly Service Rates

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

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

Scope of Work

Annual Service Plans

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

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

Service Requests

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

Maintenance and Support

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

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

Pricing

New Equipment

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

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

The Cisco Products are categorized as follows:

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

Scope of Work

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

Offerors may provide a different discount for each category specified.

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

Volume Purchase Discounts

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

Invoicing and Delivery

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

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

Product Recall

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

Technical Questionnaire

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

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

If no, please explain:

Response:

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

CISCO Authorizations and Certifications

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

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

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

Response:

Firm's Experience and Qualifications

Firm's Overview

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

Response:

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

Technical Questionnaire

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

Response:

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

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

Response:

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

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

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

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

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

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

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

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

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

Technical Questionnaire

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

Response:

General Questions

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

Response:

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

Response:

Debarred and Legal

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

Response:

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

Response:

Financial and Legal

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

Technical Questionnaire

- | | | | | |
|--|-----|---|----|---|
| 14. Has the Proposer ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years? | Yes | <input style="width: 50px; height: 20px;" type="text"/> | No | <input style="width: 50px; height: 20px;" type="text"/> |
| 15. Has your firm had any Internal Revenue related liens assessed in the last 10 years? | Yes | <input style="width: 50px; height: 20px;" type="text"/> | No | <input style="width: 50px; height: 20px;" type="text"/> |
| 16. Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the Agency? | Yes | <input style="width: 50px; height: 20px;" type="text"/> | No | <input style="width: 50px; height: 20px;" type="text"/> |
| 17. Does your firm have outstanding judgments pending against it? | Yes | <input style="width: 50px; height: 20px;" type="text"/> | No | <input style="width: 50px; height: 20px;" type="text"/> |

Proposer Staff and Training Services

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

Contract Manager Name: _____

Phone Number: _____

Cellular Phone _____

Fax Number: _____

E-mail Address: _____

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

Response:

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

Arizona Location(s)	Consultants	Certifications

Technical Questionnaire

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

Response:

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

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

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

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

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

Response:

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

Technical Questionnaire

Response:

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

Response:

6. Explain your company's return policy.

Response:

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

Response:

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

Response:

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

Response:

10. Outline your process of escalation of service requests.

Response:

11. Define turnaround times on RMA replacements.

Response:

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

Response:

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

Response:

14. If selected, will your company follow all invoicing/billing requirements?

Yes

No

If no, please explain

Technical Questionnaire

Response:

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

Response:

References

References

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

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

Provide the following for each reference:

Name of firm:

Contact Person:

Contact Person phone number:

Length of Contract

E-mail Address

Product and Services provided

Response – Reference One:

Response – Reference Two:

Response – Reference Three:

Acceptance and Compliance of RFP Terms and Conditions and Miscellaneous

1. Does your company accept all terms and conditions of this solicitation?

Yes

No

References

If no, please explain

Response:

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

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

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

Response:

Evaluation Criteria

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

Evaluation Process

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

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

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

Evaluation Criteria

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

Scoring

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

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

Pricing Section

“Return this Section with your Response”

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

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

Pricing Section

“Return this Section with your Response”

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

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

* Applicable Tax _____ %

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

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

Ordering and Invoice Instructions

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

Invoices shall include:

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

Pricing Section

“Return this Section with your Response”

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

Accounting Contacts:

Yesenia Loredo-Flores
Ramona Zapien
Kimberly Williams

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

Vendor's Offer

"Return this Section with your Response"

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

Company Name: _____

Company Purchase Order Mailing Address:

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Phone Number: _____

E-mail Address: _____ Cell Number: _____

Remit to Information

Company Name (as it appears on invoice): _____

Company Payment Remit to Address:

Street Address: _____

City, State, Zip: _____

Company Tax Information

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

Payment Options

Will your company accept the City's Master Card for payment?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Will your company accept Payment via ACH (Automated Clearing House) for payment?

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

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

Signature of Authorized Offer

Date

Print or Type Name of Authorized Individual

Title of Authorized Individual

Anti-Discrimination Policy



COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

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

Sec. 2-601. Policy.

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

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

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

Vendor Requirements

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

To be completed by responding company and returned with submittal:

- _____ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;
- _____ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

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

Anti-Discrimination Policy



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

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE

CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

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

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

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

CONTRACTOR/VENDOR, select one:

Current copy of antidiscrimination policy attached

OR

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

Signature

Date: _____

Print Name

Title

Company

Supplier Sustainability Questionnaire

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

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

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

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

Supplier Sustainability Questionnaire

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

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

Greenhouse Gas Calculators:

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

Sustainable Packaging:

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

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

Cleaning Products:

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

Tool to Measure and Track your Waste and Recycling:

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

Water Conservation:

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

Checklist for Submittal

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

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

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

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

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

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

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

Checklist for Submittal

Addendum to Solicitation



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

Issue Date: | April 2, 2021

This addendum will modify and/or clarify:

Solicitation No.: | RFP 21-099

and is

Addendum No.: | 1

Procurement Description: | CISCO Networking and VOIP Services

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

Question and Answers received regarding this RFP.

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

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

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

Name of Company

By – Name and Title (Please Print)

Email Address

Telephone

City State Zip

Authorized Signature

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HYE TECH NETWORK & SECURITY SOLUTIONS**

**EXHIBIT B
Scope of Work**

PROJECT

Contractor to provide network and security services on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HYE TECH NETWORK & SECURITY SOLUTIONS**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

A quote must be provided with each order.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$300,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Network and security services to be purchased on an as-needed basis.