

CITY OF MCKINNEY



REQUEST FOR PROPOSALS COMPUTER REFRESH PLAN

The City of McKinney is soliciting proposals for the herein described services and/or commodities for the purpose defined in this document. By responding to this request, the proposer agrees to perform in accordance with the terms and conditions set forth in this document in the event that the response is selected for contract award.

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LEGAL NOTICE

**City of McKinney, Texas
Advertisement for Proposals**

The City of McKinney is accepting proposals for a Computer Refresh Plan. Specifications for this project may be obtained by registering on our electronic procurement system at <https://mckinney.ionwave.net>.

Proposals will be publicly opened and the proposer's name read aloud in the office of the Purchasing Manager, at the address below, shortly after the specified time for delivery. All proposals must be clearly addressed to the Purchasing Department and include the proposal name and number on the outside of the envelope/package.

Proposal Deliveries: The City of McKinney cannot guarantee, due to internal mail delivery procedures that any proposals sent priority mail will be picked up from the post office by city mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that proposal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. **Proposer shall bear full responsibility for ensuring that the proposal is delivered to the specified location by due date and time.** Late proposals will be considered non-responsive.

Accommodations and modifications for people with disabilities are available upon request. Requests should be made as far in advance as possible, but no less than 48 hours prior to the meeting. Submit requests to contact-adacompliance@mckinneytexas.org or to Samantha Frison, ADA Coordinator, 972-547-2694.

PROPOSAL NAME: Computer Refresh Plan
PROPOSAL NO.: 15-58RFP
DUE DATE/TIME: 2:00 p.m., June 11, 2015
MAIL OR DELIVER TO: City of McKinney
Purchasing Department
PO Box 517
1550D South College
McKinney, Texas 75069

The City reserves the right to reject any and all proposals and to waive any informality in proposals received, deemed to be in the best interest of the City. No officer or employee of the City of McKinney shall have a financial interest, direct or indirect, in any contract with the City of McKinney.

TO APPEAR IN THE MCKINNEY COURIER GAZETTE IN THE FOLLOWING EDITIONS:

First Publication: May 24, 2015
Second Publication: May 31, 2015

LEASE TERMS AND CONDITIONS

ORDER OF PRECEDENCE: In cases of conflict between specific provisions in this Request for Proposals, the order of precedence shall be (1) Lease Terms and Conditions, (2) Technical Specifications and (3) Proposer's lease agreement terms and conditions to the extent they do not materially change the terms and conditions of this agreement.

- A. **LEASE PRICES** – Lease prices shall remain firm throughout the lease period selected by the Lessee. Lease agreements shall be effective on the first day following the executed Certificate of Acceptance. No interim rent, lease payment or interim term may be charged under any circumstances. The date of acceptance is that date listed on the Certificate of Acceptance Form included after equipment has been installed. Leases shall only be executed under this Agreement if the Proposer is the Lessor.
 - a) The term of any lease shall be established as a consecutive thirty-six (36) month term, and shall be stated in the City's Notice of Award.

- B. **EXPIRATION OF LEASE** – Lease agreements shall expire upon completion of the specified lease period and shall not be automatically renewed for a new lease period. No termination notice shall be required by either party at end of lease. All equipment leased under each lease agreement shall be removed from Agency's location within thirty (30) business days after expiration of lease at Proposer's expense. All equipment removal shall be coordinated with the City.

- C. **STANDARD LEASE AGREEMENT** – Proposer may submit a standard lease agreement for the City's consideration and evaluation.

- D. **TERM OF LEASE CONTRACT** – The Notice of Award will establish a lease with a term of 36 months from the Acceptance Date. The City of McKinney may, at its sole option and discretion, renew a lease for not more than one (1) additional term upon written notice to Proposer, with any renewal beginning upon the anniversary date of the lease. Exercise of the renewal option shall be made, if at all, by the City of McKinney not less than thirty (30) days prior to the end of the Contract term. The renewal period will be under the same terms and conditions as this Contract.

- E. **TERMINATION OF LEASE** –
 - a) **Lease termination for convenience** – The lease agreement may be canceled at any time during the lease period by the Lessee. A thirty (30) day cancellation notice will be required of the Lessee in writing. Upon cancellation of a lease agreement by the Lessee without cause, the equipment will be returned to the Lessor with transportation at the Lessee's expense (including removal charges, if applicable). This Contract may be terminated with thirty (30) days written notice to the Vendor if the organizational activity within the City using the equipment is discontinued or disestablished.

 - b) **Lease Cancellation Due To Non-Performance** –The lease contract may be cancelled at any time during the lease period for Proposer or equipment non-performance or failure to meet the requirements outlined in this RFP. If the Lessee requests removal of leased equipment, Lessor will cancel the lease effective immediately with no additional payments due from the City.

Equipment will be removed from Lessee site within thirty (30) days of such written notice at no cost to the Lessee.

- c) Contract Conversion – After having served a 30 day written notification of termination to the Vendor, the City of McKinney shall have the right to lease the equipment on a month-to-month basis at the Proposer's then current commercial rates.
- d) Expiration of Lease Term – Any lease shall terminate upon expiration of the contract term unless earlier renewed as permitted herein.

F. AMOUNT AND TIME OF PAYMENT -- All payments due under this Contract are solely the responsibility of the City of McKinney. Lease charges will be invoiced in advance as of the first of each month or quarter as agreed by the City. When a machine or model changes, or feature is installed for a part of a calendar month, the lease charges will be prorated on the basis of a 30-day month. Payment will be made within 30 days after the date of a correct invoice. All other charges due hereunder are payable as specified in the invoice.

G. PRICING – Proposers shall submit Price Sheets as provided in the solicitation. These Price Sheets provide a method for offering pricing for the base equipment for each specified Type and Class of machine. Proposers are not required to submit offers on all types of equipment listed, but shall submit pricing for the cost of a 36 month lease agreement for each type of equipment offered.

H. PRICE PROTECTION PERIOD – The lease rates for leased machines or equipment shall not increase during the initial term; except as may be agreed.

Any rate reductions which might be generally available during the contract period on the part of the Proposer to other state and local government Agencies will be passed on to the City of McKinney, when effective, at any time during the contract period.

Price increases subsequent to the initial lease term may be allowed, subject to the following:

- a) Notification must be submitted in writing and approved by the Purchasing Department no later than 30 days prior to the effective date of increase.

I. EQUIPMENT RETURN – The Proposer shall be responsible for all standard delivery and removal charges.

J. PURCHASE OPTION – At the end of the lease term, if not in default, the City may purchase the equipment “as is, without any warranty as to condition or value” for the purchase price then established. Each piece of equipment offered in response to this solicitation shall be available for purchase and lease.

- K. TITLE – Proposer shall retain all right, title and interest in the equipment and integrated or installed software during the term of the lease; provided, however, that Vendor shall not pledge said property as security for any third party, suffer any lien or attachment of said property, nor otherwise encumber the property in any manner that may compromise the City’s use of said property. Title to the equipment will be conveyed to the City effective upon City’s exercise of any available purchase option and payment therefor.
- L. RISK OF LOSS OR DAMAGE – Risk of loss or damage shall remain with the Proposer for the duration of this contract. The Lessee shall be relieved from property risks including: loss or damage to all leased Item(s) during the periods of transportation, installation, and the Lease Term except when loss or damage is due to the negligent acts of the Lessee. It is the responsibility of the Vendor to insure all equipment.
- a. WARRANTY– Proposer shall fully warrant all equipment items furnished from this solicitation against defects in materials and workmanship for a minimum period of three (3) years from date the equipment is accepted by the Agency. Acceptance is defined as when the product is installed and the product is in good working order, made operational in accordance with standard specifications and the acceptance letter is signed and dated. The 3 year warranty shall be on-site, parts and labor, next business day support and included in the product purchase price. The warranty shall cover material, labor and transportation charges, if any. Warranty for software includes any upgrades thereto during the warranty period. Warranties of less than three (3) years will not be accepted or considered and may render a Proposer non-responsive. The City shall have the obligation to notify Proposer, in writing thirty calendar days following installation of any Deliverable described in the Contract if it is not acceptable.
- b. All products must operate in accordance with the manufacturer's standard specifications and documentation. Should any defects in workmanship or materials, appear during the warranty period, the Vendor shall repair or replace such items immediately upon receipt of notice from the City at no additional expense.

GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the proposer accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

I. BIDDING

- A. PROPOSALS – All proposals must be submitted with one (1) original and five (5) copies of all documents in a sealed envelope(s) plus an electronic copy on CD, DVD or USB in PDF format.
- B. AUTHORIZED SIGNATURES – The proposal must be executed personally by the proposer or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the proposer shall accompany the proposal to become a valid offer.
- C. LATE PROPOSALS – Proposals must be in the office of the City Purchasing Manager before or at the specified time and date proposals are due. Proposals received in the office of the Purchasing Manager after the submission deadline shall be rejected as non-responsive proposals.
- D. WITHDRAWAL OF PROPOSALS PRIOR TO OPENING – A proposal may be withdrawn before the opening date by submitting a written request for its withdrawal to the City Purchasing Manager.
- E. WITHDRAWAL OF PROPOSALS AFTER OPENING – A proposal may not be withdrawn or cancelled by the proposer for a period of ninety (90) days following the date and time designated for the receipt of proposals unless otherwise stated in the request for proposals and/or specifications.
- F. PROPOSAL AMOUNTS – Proposals should show net prices, extensions and net total where applicable. In case of conflict between unit price and extension, the unit price will govern.
- G. BEST PRICING OFFER – During the Contract term, if the City becomes aware of better pricing offered by the Proposer for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the City the price under the Contract shall be immediately reduced to the lower price.
- H. TAX EXEMPT STATUS – The City is exempt from federal excise tax and state sales tax. Unless specifications specifically indicate otherwise, the price proposal must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the proposal price shall not include taxes.

- I. AWARDS – The City reserves the right to be the sole judge as to whether such items proposed will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the City. Award of contract shall be made to the most responsible, responsive proposer whose negotiated best and final offer is determined to be the best value offer, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals.
- J. SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS – All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the proposal price. Proposer may be required to furnish evidence that the product or service, as proposed, will meet or exceed these requirements.
- K. ADDENDA - Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight hours prior to opening. Addenda will be distributed to all known recipients of proposal documents. Proposers shall acknowledge receipt of all addenda with submission of proposal.
- L. GENERAL BID BOND/SURETY REQUIREMENTS – Failure to furnish bid bond/surety, if requested, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.
- M. GENERAL INSURANCE REQUIREMENTS – Failure to furnish Affidavit of Insurance if, insurance coverage is required in these specifications, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.
- N. RESPONSIVENESS – A responsive proposal shall substantially conform to, or exceed, the minimum requirements of this Request for Proposal. Offers containing any clause that would limit contracting authority shall be considered non-responsive. Example of proposals that would limit contracting authority is one made contingent upon award of other offers currently under consideration.
- O. RESPONSIBLE STANDING OF PROPOSER – To be considered for award, proposer must at least: have the ability to obtain adequate financial resources; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award.
- P. PROPRIETARY DATA – Proposer may, by written request, indicate as confidential any portion(s) of a proposal that contain proprietary information, including manufacturing and/or design processes exclusive to the proposer. The City of McKinney will protect from public disclosure such portions of a proposal unless directed otherwise by legal authority including existing Open Records Acts.

- Q. PUBLIC OPENING – Proposers are invited to be present for acknowledgement of proposals. Proposals duly received will be publicly acknowledged at an official public opening in such a manner so as to avoid disclosure of the contents to competing proposers through the negotiation process. After the official public opening, a period of not less than one week is necessary to evaluate proposals. The amount of time necessary for proposal evaluation may vary and is determined solely by the City. Following City Council action to award or reject, all proposals submitted are available for public review.

II. PERFORMANCE

- A. DESIGN, STRENGTH, AND QUALITY – Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices.
- B. AGE AND MANUFACTURE – All tangible goods being proposed must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.
- C. DELIVERY LOCATION – All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Manager or designee.
- D. DELIVERY SCHEDULE – Delivery may be an important consideration in the evaluation of the proposal. The maximum number of days necessary for delivery ARO shall be stated in the proposal.
- E. DELIVERY CHARGES – All delivery and freight charges, F.O.B. destination shown on purchase order, as necessary to perform contract are to be included in the proposed price.
- F. INSTALLATION CHARGES – All charges for installation and set-up shall be included in the proposed price. Unless otherwise stated, at minimum, basic installation and set-up will be required.
- G. OPERATING INSTRUCTIONS AND TRAINING – Clear and concise operating instructions and descriptive literature will be provided in English if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of the City. Instructions and training shall be at no additional cost to the City.
- H. STORAGE – Proposer agrees to provide storage of custom ordered materials, if requested, not to exceed 30 calendar days.

- I. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS – Proposals must comply with all federal, state, county and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City of McKinney, Collin County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
- J. PATENTS AND COPYRIGHTS – The successful proposer agrees to protect the City from claims involving infringements of patents and/or copyrights.
- K. SAMPLES, DEMONSTRATIONS AND TESTING – At the City’s request and direction, proposer shall provide product samples and/or testing of proposed items. Samples, demonstrations and/or testing may be requested at any point prior to or following award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the proposer.
- L. ACCEPTABILITY – All articles enumerated in the proposal shall be subject to inspection by an officer designated for the purpose by the City of McKinney. If found inferior to the quality called for, or not equal in value to the contract specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to contract specifications must be replaced at the proposer’s expense. Inferior items not retrieved by the proposer within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the City. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the proposer.

III. PURCHASE ORDERS AND PAYMENT

- A. PURCHASE ORDERS – After the contract is awarded by City Council, a purchase order(s) shall be generated by the City Purchasing Manager to the successful proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- B. INVOICES – All invoices shall reference the Purchase Order number. Invoices shall provide a detailed description for each item invoiced. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

- C. FUNDING – The City of McKinney is operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

IV. CONTRACT

- A. CONTRACT DEFINITION – The General Conditions of Bidding and Terms of Contract, Specifications, Proposal, Addenda, Negotiated Changes and any other documents made a part of this proposal shall constitute the complete proposal. This proposal, when accepted by the City, shall constitute a contract equally binding between the successful proposer and the City of McKinney.
- B. CONTRACT AGREEMENT – Once a contract is awarded, agreed upon prices shall remain firm for the term of the contract. Contract shall commence on date of award and continue for a 36 month lease.
- C. CHANGE ORDER – No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the proposer.
- D. NEGOTIATION – The City of McKinney may elect to negotiate a contract with the selected proposer(s). Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both the City and selected proposer shall be submitted in written form and made part of the resulting contract. Although the City of McKinney reserves the right to negotiate, contract award may be made on the basis of initial proposals received without discussions. Therefore, initial proposals will contain the proposer’s best terms.
- E. PRICE REDETERMINATION – A price redetermination may be considered by the City of McKinney only at the anniversary dates of multiple year contracts. Request for price redetermination shall be in written form and include written documentation from third party source of increase, substantiating cost increase. City of McKinney reserves the right to approve or disapprove any request as it deems to be in the best interest of the City. A proposer’s history of honoring contracts at the awarded price will be an important consideration in evaluating lowest and best value proposal.
- F. TERMINATION FOR DEFAULT – The City of McKinney reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the proposer fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the City to award to another proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.

- G. TRANSITIONAL PERIOD – Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Proposer to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.
- H. INVALID, ILLEGAL, OR UNENFORCEABLE PROVISIONS – In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- I. INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE – Successful proposer shall defend, indemnify and save harmless the City of McKinney and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Successful proposer shall pay any judgment with cost which may be obtained against the City of McKinney growing out of such injury or damages.
- J. INTEREST BY PUBLIC OFFICIALS – No public official shall have interest in this contract, in accordance with Texas local government code.
- K. DISCLOSURE OF CERTAIN RELATIONSHIPS – Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with the City of McKinney disclose in the Questionnaire Form CIQ, the proposer or person's affiliation or business relationship that may cause a conflict of interest with the City of McKinney. By law, this questionnaire must be filed with the City Secretary, City of McKinney, PO Box 517, McKinney, Texas 75070, not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Go to www.mckinneytexas.org to view Section 176, Local Government Code and for Questionnaire CIQ. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Local Government Code. By submitting a response to this request, bidder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
- L. WARRANTY – The successful proposer shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

- M. UNIFORM COMMERCIAL CODE – The successful proposer and the City of McKinney agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- N. VENUE – This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Collin, Texas.
- O. SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT – The successful proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of McKinney.
- P. SILENCE OF SPECIFICATIONS – The apparent silence of specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- Q. CONTRACT TERMINATION – The City reserves the right to cancel and terminate this contract, without cause, upon thirty (30) days written notice to the other party.

INSURANCE REQUIREMENTS

- A. Before commencing work, the consultant shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of McKinney. The consultant shall furnish to the City of McKinney Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

15-58RFP Computer Refresh Plan
City of McKinney
c/o EBIX BPO
P O Box 257
Portland, MI 48875-0257
Or you may email to:
certsonly-portland@ebix.com

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of McKinney.

- B. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:
1. A waiver of subrogation in favor of City of McKinney, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 2. The City of McKinney, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader .

- 3.. All insurance policies shall be endorsed to the effect that City of McKinney will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

INTRODUCTION / INFORMATION

PURPOSE

The City of McKinney is implementing a Computer Refresh Plan in 2015 that will replace most of the existing desktops, laptops, monitors, and public safety endpoints; and establish an ongoing three-year refresh cycle.

The three-year refresh cycle is a tool to help enhance productivity, provide cost efficiencies in procurement, support and budgeting, and provide greater security.

It is the City of McKinney's intent to establish a thirty-six (36) month lease for the equipment listed in this RFP.

Proposer shall offer the following Lease Period:

- 3-Year Lease: A consecutive thirty-six (36) month equipment lease, which shall expire at the end of the thirty-six (36) month period. No termination notice shall be required by either party at end of lease.

ABOUT MCKINNEY

As one of the fastest-growing cities in the U.S., McKinney has a current population of more than 155,000. Incorporated in 1848, the city is located 30 miles north of Dallas and is the county seat of Collin County. McKinney offers rolling hills, lush trees, a historic downtown square and unique neighborhoods and developments. The city was ranked as the #1 Best Places to Live by Money Magazine in 2014. For more information about the City of McKinney please visit www.mckinneytexas.org.

PROJECT GOALS

1. Work with the successful proposer to roll out new endpoints, set up and configuration, troubleshooting, removal of old endpoints and peripherals, and disposal as the City chooses.
2. Work with the successful proposer to maximize the City of McKinney customer satisfaction.
3. Offer RFID Asset Tagging.

SCOPE OF SERVICES

PROJECT DESCRIPTION - Manufacturers and resellers are invited to respond to this Request for Proposal (RFP) for "business class" Computer Refresh Plan. The purpose of this RFP is to select a proposer with proven capability, skills, and experience to manage the rollout as outlined in Section I (Specifications and Requirements), in a cost effective manner to the City of McKinney.

Proposed solutions shall take into consideration that they will be using Microsoft Windows 8.1.1 image provided by the City. Other considerations to consider in the process are:

- Complete leasing options and rates;

- Credentialing to certify internal staff on bios, hardware, RMA, and replacement;
- Same/next day parts and service;
- Delivering the equipment to the desktop;
- Un-assembling of old equipment;
- Packaging old equipment;
- Unpacking new equipment;
- Setting up new equipment;
- Assisting with domain joining;
- Removing old equipment and transport to storage;
- Removing hard drives;
- Degaussing hard drives;
- Reinstalling degaussed hard drives;
- Packaging for shipment;
- Coordination of shipment;
- Shipping back to leaseholders destination of choice.

The proposer should offer integrated, cross-functional, non-proprietary software tools, to ensure low deployment failure rates, raised service levels, and standard hardware platforms. The proposer should also adhere to open standards and best practice capabilities where applicable.

The City of McKinney's aim is to improve on existing best practices for deployment and support. The City of McKinney will work with the successful proposer to understand and accurately capture cost reductions through improved management processes and technologies.

Section 1 – Specifications and Requirements

1.0 Background Information

The City of McKinney Information Services Section supports approximately 1000 Intel based desktops, notebooks, and tablets at its various offices within the City.

The estimated refresh quantities for fiscal year 2015 are approximately 1000 endpoints and 500 monitors. Quantities indicated are *estimated quantities only* and are not a commitment to lease. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Proposer should note that the estimate refresh quantity is our current estimate made in good faith. Actual number of units may increase or decrease depending on the City of McKinney's business requirements or strategic initiatives.

In addition, the City of McKinney will require monitors for most of the requested endpoints. Please ensure prices proposed for leasing accommodates for these services.

The City of McKinney has a current Microsoft Enterprise Agreement with software assurance for Enterprise Operating Systems and endpoint software.

2.0 Desktop PC Requirements

The City of McKinney's minimum hardware requirement exceeds the minimum

requirements set forth by Microsoft for its operating system and takes into consideration performance for the entire lifecycle.

The City of McKinney has several configurations:

- All in One or Mini/Micro Desktop, for the majority of users,
- Standard user Laptops,
- Power User Laptops,
- Power User Desktops,
- Rugged equipment for public safety car mounted, 12 and/or 14 Inch display options
- Rugged equipment for Fire/EMS 12 and/or 14 inch display options

The minimum hardware configurations are as follows:

Desktops

All in One, Micro/Mini Desktop Solution Count Approx. 450

- Minimum Requirements
 - **Processor:** 64 bit Intel® Core™ i5 or comparable
 - **Display:** 24" Diagonal Widescreen LED HD+ Anti-Glare Display with optional monitor port
 - **Webcam:** Integrated VGA low-light webcam with two built-in microphones or web cam built into the monitor
 - **Power Supply:** A minimum of 120W 18.5V/6.5A
 - **Energy Star:** Energy Star 5.0 Label
 - **Memory:** 8GB
 - **HDD:** 250GB Hybrid Drive
 - **Optical Drive:** Optional DVD+/-RW Super Multi with Double Layer Drive
 - **Network Card:** Integrated Gigabit
 - **Wireless:** Wireless NIC 802.11b/g/n/x
 - **Proximity Card:** Optional Pricing
 - **City of McKinney image included**
 - **Warranty:** 3-year warranty, parts and labor
 - **Standard Keyboard/Mouse (Not Wireless)**
 - **Audio:** Integrated in AIO or Monitor

Power User Desktop Solution Count Approx. 75

- Minimum Requirements
 - **Processor:** Intel® Xeon® Processor E3-1200 v3 or comparable
 - **Video Card:** ATI FirePro V3800 512MB Graphics (equivalent must be AutoCAD® certified) w/ dual monitor capability.
 - **Webcam:** 720P HD Webcam w/ Microphones (third party ok, please add to bundle)
 - **Power Supply:** 90% Efficient Chassis
 - **Energy Star:** Energy Star 5.0 Label
 - **Memory:** 8GB or greater
 - **HDD:** 250GB Hybrid Drive
 - **Optical Drive:** Optional SATA Blu-ray Writer 1st Drive / DVD+/-RW

Super Multi with Double Layer Drive / SATA Blu-ray Writer

- **Network Card:** Integrated Gigabit
- **Wireless:** Wireless NIC 802.11b/g/n/x
- **Proximity Card:** Optional Pricing
- **Doc:** True Docking Station, no emulators
- **City of McKinney image included**
- **Warranty:** 3-year warranty, parts and labor
- **Standard Keyboard/Mouse (Not Wireless)**
- **Audio:** Integrated or Standalone

Laptops

Lightweight Executive Laptop **Count Approx. 15**

- Minimum Requirements
 - **Processor:** 5th Generation Intel® Core™ i5 or greater
 - **Webcam:** Integrated 720P HD Webcam w/ Microphones
 - **Graphics Card:** CAD Certified Graphics Card
 - **Memory:** 8 GB or greater
 - **HDD:** 250 GB Hybrid Drive
 - **Optical Drive:** Optional DVD+/-RW Super Multi with Double Layer Drive
 - **Network Card:** Integrated Gigabit
 - **Wireless:** Wireless NIC 802.11b/g/n/x
 - **Audio:** Integrated
 - **Proximity Card:** Optional Pricing
 - **Docking Station:** True Docking Station, no emulators (Must be able to support multiple displays)
 - **Warranty:** 3-year warranty, parts and labor
 - **Standard Keyboard/Mouse (Not Wireless)**
 - **Case / Mobile Power Pac**
 - **City of McKinney image included**

Power User Laptop **Count Approx. 70**

- Minimum Requirements
 - **Processor:** 5th Generation Intel® Core™ i5 or greater
 - **Webcam:** Integrated 720P HD Webcam w/ Microphones
 - **Graphics Card:** CAD Certified Graphics Card
 - **Memory:** 8 GB or greater
 - **Optical Drive:** Optional DVD+/-RW Super Multi with Double Layer Drive
 - **Audio:** Integrated
 - **Network Card:** Integrated Gigabit
 - **Wireless:** Wireless NIC 802.11b/g/n/x
 - **Proximity Card:** Optional Pricing
 - **Docking Station:** True Docking Station, no emulators (Must be able to support multiple displays)
 - **City of McKinney image included**
 - **Warranty:** 3-year warranty, parts and labor
 - **Standard Keyboard/Mouse (Not Wireless)**
 - **Case / Mobile Power Pack**

Standard Laptop Count Approx. 160

- Minimum Requirements
 - **Processor:** 5th Generation Intel® Core™ i5 or greater
 - **Webcam:** Integrated 720P HD Webcam w/ Microphones
 - **Graphics Card:** CAD Certified Graphics Card
 - **Memory:** 8 GB or greater
 - **Audio:** Integrated
 - **Optical Drive:** Optional DVD+/-RW Super Multi with Double Layer Drive
 - **Network Card:** Integrated Gigabit
 - **Wireless:** Wireless NIC 802.11b/g/n/x
 - **Proximity Card:** Optional Pricing
 - **Docking Station:** True Docking Station, no emulators (Must be able to support multiple displays)
 - **Warranty:** 3-year warranty, parts and labor
 - **Standard Keyboard/Mouse (Not Wireless)**
 - **Case / Mobile Power Pack**
 - **City of McKinney image included**

Police / Fire Mobile (Comparable to Panasonic Pan CF-31) Count Approx. 210

- Minimum Requirements
 - **Processor:** Intel® Core™ i5 or greater
 - **Durability:**
 - MIL-STD-810G certified (3'-6' drop, shock, vibration, dust, altitude, high/low temperature, temperature shock, humidity)
 - Hardened case with handle
 - Shock-mounted flex-connect hard drive with quick-release
 - Pre-installed replaceable privacy screen film
 - **Display:**
 - 12 or 14 inch options
 - Backlit spill-resistant keyboard
 - Interactive touch screen
 - High Definition
 - Anti-reflective and anti-glare screen treatments (can be third party)
 - External video support
 - **Interfaces:**
 - Docking connector Dedicated 100-pin
 - HDMI Type A
 - VGA D-sub 15-pin
 - Headphones/speaker Mini-jack stereo
 - 10/100/1000 Ethernet RJ-45
 - Microphone/line in Mini-jack stereo
 - Serial D-sub 9-pin
 - USB 3.0 (x1), USB 2.0 (x3) 4-pin

- **Webcam:**
 - Minimum 1.3MP webcam and digital mic
- **Memory:** 16GB SDRAM
- **HDD:** Hybrid or Solid State shock-mounted flex-connect hard drive with quick-release
- **Optical Drive:** DVD+/-RW Super Multi with Double Layer Drive
- **Audio:** Integrated or Standalone
- **Network Card:** Integrated Gigabit Ethernet
- **Wireless:**
 - Wireless NIC 802.11b/g/n/x
 - Bluetooth
 - Dual high-gain antenna pass-through
 - Verizon LTE 4G mobile broadband or brick.(similar to the Rocket)
- **Proximity Card:** Optional Pricing
- **Battery:** Long life Li-Ion battery pack
- **Power:** AC Adapter: AC 100V-240V 50/60Hz, auto sensing/switching
- **City of McKinney, Police image included**
- **Warranty:** 3-year warranty, parts and labor
- **Havis Docking Solution with configurable locks**

Monitors

24" Monitor (Shall Meet or Exceed Minimum Specs) **Count Approx. 475**

- **Display Area:** 23.8" (a minimum 20.75" x 11.67")
- **Resolution:** 1920 x 1080 at 60 Hz
- **Aspect:** Wide Screen
- **Power:** A minimum of 18W to Max 36W
- **Display Pixel:** 0.2745mm x 0.2745mm
- **Brightness:** LED 250 cd/m²
- **Viewing Angle:** 178° horizontal; 178° vertical
- **Response Time:** 6 ms gray to gray
- **Input signal:** 1 Video Graphics Array (VGA),1 HDMI (MHL), 1 Audio In (For VGA), 1 Headphone Jack
- **Tilt and Swivel Angle:** Tilt: -5 to +30°
- **Display Features:** Plug and Play
- **Anti-glare**
- **HD Display Cables**
- **Ability to Mount w/ Brackets / Arm /Pole**
- **Warranty:** 3-year warranty, parts and labor

27" Monitor (Shall Meet or Exceed Minimum Specs) **Count Approx. 25**

- **Display Size:** (Diagonal): 27"
- **Resolution:** 1920 x 1080 at 60 Hz
- **Aspect:** Wide Screen
- **Power:** A minimum of 60W to Max 130W
- **Display Pixel:** 0.2745mm x 0.2745mm

- **Brightness:** LED 250 cd/m²
- **Viewing Angle:** 178° horizontal; 178° vertical
- **Response Time:** 6 ms gray to gray
- **Input signal:** 1 Video Graphics Array (VGA), 1 HDMI (MHL), 1 Audio In (For VGA), 1 Headphone Jack
- **Tilt and Swivel Angle:** Tilt: -5 to +30°
- **Display Features:** Plug and Play
- **Anti-glare**
- **HD Display Cables**
- **Ability to Mount w/ Brackets / Arm /Pole**
- **Warranty:** 3-year warranty, parts and labor

3.0 Service Delivery

Proposer shall state service delivery times for the proposed services upon receipt of order from the City of McKinney.

4.0 Drivers

Devices proposed must come with all drivers necessary for the systems and their components function as designed. These device drivers shall be packaged in such a way that the City can easily import them into Microsoft SCCM for use with remote desktop operating system deployment. A recovery disk does not meet this need.

5.0 Cost

Please provide a current list price for each proposed endpoints to configure, install, remove old equipment, and dispose of packaging and equipment. The City plans to issue a purchase order for this procurement in July 2015.

Due to market conditions, costs can be modified to the benefit of the City of McKinney after the proposer has been awarded the contract.

6.0 Value Added Services

Provide details of any functionality, products, services or upgrades that are not part of the RFP requirement but will be provided at no cost and are of real value to the City of McKinney. For example, supply of help desk managed services, included software, etc.

7.0 Make and Model

Manufacturer's name and model/catalog numbers used are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, proposers are cautioned that any deviation from specifications must be pointed out in their proposal.

8.0 Product Recall

Vendor assumes full responsibility for prompt notification to the purchasing department in the event a product recall is issued.

EVALUATION CRITERIA

Award of contract shall be made to the most responsible, responsive proposer or whose proposal is determined to be the best value offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals. The evaluation criteria will be grouped into percentage factors as follows:

- 40% TOTAL PROPOSED PRICE
- 10% QUALIFICATIONS/EXPERIENCE & REFERENCES
- 20% PROPOSED PRODUCT(S) & SERVICE(S)
- 30% TECHNICAL SUPPORT & WARRANTY

The City of McKinney does not obligate itself to accept the lowest cost proposal. The City of McKinney reserves the right to accept or reject any or all proposals, waive irregularities and choose the proposal (or part thereof) which is most advantageous to the City of McKinney.

NEGOTIATIONS -- The City reserves the right to negotiate a contract with the highest evaluated proposer as determined by the review committee. Should negotiations with the highest evaluated proposer not produce an acceptable contract, the City reserves the right to begin negotiations with the second highest evaluated proposer, and so on, until an acceptable contract is negotiated, or to break off negotiations with all firms and not award a contract. The responsibility for the final selection and award of a contract rest solely with the City Council of the City of McKinney. The City shall not be liable to any proposer for costs associated with responding to this RFP, for proposer's participation in any oral interview, or any cost associated with negotiations.

RESPONSE FORMAT

Your written proposal should include the information in the format outlined below and be limited to no more than fifty (50) pages. We recommend you include concise, complete, information about your firm emphasizing why you believe your firm to be uniquely qualified to provide the required products and services. "Short listed" firms, if applicable, may be required to make a formal in-person presentation to the selection committee. A page shall be defined as 8-1/2" x 11", single sided with a minimum font of 10. Required schedules (as defined in Section E) may be provided on 8.5" x 11" or 11" x 17" and attached to your proposal as an exhibit and will not be counted against the page limit.

The proposal is to be divided into tabbed, marked sections and is to include, but not limited to, information for each of the following:

A. FIRM'S QUALIFICATIONS/EXPERIENCE-

FIRM OVERVIEW - Define the overall structure of your firm including:

1. A descriptive background of your company's history;
2. Principal business location and any other service locations;
3. Primary line of business;

4. Length of time you have been selling proposed product(s) and/or providing service(s) described in this document;
5. Number of locations and where proposed product/services are in use.

REFERENCES - Proposer is requested to include at least three (3) references with names, addresses and telephone numbers with whom the firm has done business. References should include projects similar to that described by these specifications.

FINANCIAL STATEMENTS - Proposer is requested to submit recent financial statements with their proposal. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If proposer's firm does, however, have audited statements; please include a copy with your proposal.

OTHER PROJECTS INVOLVED WITH - Proposer is requested to provide a list of other similar projects that you are currently involved with or will be involved with.

- B. PRICING/FEES – Include Proposal Form with pricing in your proposal.
- C. PROPOSED PRODUCT(S)/SERVICE(S) - Proposer is requested to identify the proposed product(s)/service(s) to include but not limited to all necessary components to render it complete and operational. Please insure your proposal addresses each of the section items below:
 - 3.0 Service Delivery
 - 4.0 Drivers
 - 5.0 Cost
 - 6.0 Value Added Services
- D. SUPPORT/WARRANTY/MAINTENANCE – Proposer shall provide in detail how support, warranty and maintenance will be addressed.
- E. SCHEDULE - Provide a schedule on each phase of the proposed project beginning with program development and ending with the date of operation. The schedule must include all tasks that will require time in the process, such as City review (identify amount of time assumed for each task).
- F. EXCEPTIONS - If exceptions are taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper and returned with your proposal.

INQUIRIES

Requests for information/clarifications regarding this RFP shall be directed in writing to Abri Sterlacci, Contract Administrator by e-mail: asterlac@mckinnetexas.org. The City of McKinney, as it determines necessary for interpretation or clarification, will respond to such questions through addenda.

TIMELINE

The upcoming schedule of events is tentatively scheduled as follows:

- Advertise/Release RFP May 24, 2015
- Proposal Due Date June 11, 2015
- Review of Proposals Complete June 17, 2015
- Recommendation for Award of Contract July 20, 2015
- Expected Completion Date September 30, 2015

Acknowledgment of Addenda (if any):

Addendum 1	_____	Date Received	_____
Addendum 2	_____	Date Received	_____
Addendum 3	_____	Date Received	_____

PROPOSAL FORM

DESKTOPS

1. All in One Solution

	Unit Purchase Price	Lease Rate Factor	Monthly Rate Factor	Total Lease Amount
Estimated annual quantity: 450	\$_____	\$_____	%_____	\$_____
State manufacturer's item no./name for item bid _____				

2. Power User

	Unit Purchase Price	Lease Rate Factor	Monthly Rate Factor	Total Lease Amount
Estimated annual quantity: 75	\$_____	\$_____	%_____	\$_____
State manufacturer's item no./name for item bid _____				

LAPTOPS

1. Lightweight Executive Laptop

	Unit Purchase Price	Lease Rate Factor	Monthly Rate Factor	Total Lease Amount
Estimated annual quantity: 15	\$_____	\$_____	%_____	\$_____
State manufacturer's item no./name for item bid _____				

2. Power User Laptop

	Unit Purchase Price	Lease Rate Factor	Monthly Rate Factor	Total Lease Amount
Estimated annual quantity: 70	\$_____	\$_____	%_____	\$_____
State manufacturer's item no./name for item bid _____				

3. Standard Laptop

	Unit Purchase Price	Lease Rate Factor	Monthly Rate Factor	Total Lease Amount
Estimated annual quantity: 160	\$_____	\$_____	%_____	\$_____
State manufacturer's item no./name for item bid _____				

4. Police / Fire Mobile Computing

	Unit Purchase Price	Lease Rate Factor	Monthly Rate Factor	Total Lease Amount
Estimated annual quantity: 210	\$_____	\$_____	%_____	\$_____
State manufacturer's item no./name for item bid _____				

MONITORS

1. 24" Monitor

	Unit Purchase Price	Lease Rate Factor	Monthly Rate Factor	Total Lease Amount
Estimated annual quantity: 475	\$_____	\$_____	%_____	\$_____
State manufacturer's item no./name for item bid _____				

2. 27" Monitor

	Unit Purchase Price	Lease Rate Factor	Monthly Rate Factor	Total Lease Amount
Estimated annual quantity: 25	\$_____	\$_____	%_____	\$_____
State manufacturer's item no./name for item bid _____				

Delivery of items will be made within _____working days of receipt of purchase order.

PROPOSAL FORM
SIGNATURE PAGE

As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?

Yes **No**

This proposal shall remain in effect for ninety (90) days from opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if the best and final proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Proposals, General Conditions, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the offeror nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to propose or not to propose thereon.

_____	_____
Offeror (Entity Name)	Signature
_____	_____
Street & Mailing Address	Print Name of Signator
_____	_____
City, State and Zip	Title of Signator
_____	_____
Telephone No.	Fax No.
_____	_____
E-mail Address	Mobile No.

Date Signed	

If not the same as above, indicate the city and state that your principal place of business is located:
