

OGDEN CITY CORPORATION
REQUEST FOR BID

Ogden City is accepting sealed bids for the furnishing of **Arista Networking Equipment**.
No alternative solutions will be considered.

Bid information and bid sheet may be downloaded (pdf format), free of charge, from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Bidders are responsible for securing any and all addenda issued.

Two copies of the sealed bid shall be submitted to: Purchasing Office, c/o 1st Floor Information Desk, 2549 Washington Blvd. Ogden, UT 84401 **by September 7, 2022 no later than 10 AM**, at which time they will be opened and read aloud at the 7th Floor Conference Room. **LATE BIDS WILL NOT BE ACCEPTED.**

Ogden City reserves the right to accept or reject any bid that best serves its convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from small, local, women and minority-owned businesses and other disadvantaged business enterprises.

PUBLISHED: August 13 & 20, 2022



Ogden City Corporation
Request for Bid
Arista Networking Equipment

Date: August 10, 2022

Ogden City Corporation is accepting sealed bids from qualified entities to provide Arista Networking Equipment.

Bid information should include the following:

- Minimum discount off manufacturer's suggested retail price (MSRP) for all Arista Networking Equipment.

Delivery:

Quote FOB Ogden City Municipal Building

Hours of operation: Monday through Friday, 8am to 5pm

Contact: Ogden City IT Customer Support – 801-629-8747

Location:

Ogden City Municipal Building

4th Floor – Information Technology

2549 Washington Blvd.

Ogden, UT 84401

Important Information:

- This is a single award purchase contract. The contract will consist of a one (1) year term with the option to renew for two (2) additional one (1) year term contracts. We reserve the right to cancel the invitation of the bid without awarding a contract.
- This RFB award includes the entire Arista catalog for the specified contract term.
- There will NOT be a pre-bid conference.
- Submit sealed bids in one envelope and mark the title of the bid/project on the envelope. Bid shall be considered valid for 6 months.

General Terms & Conditions:

Vendors providing goods or services to the Ogden City (“City”) acknowledge that by delivering such goods or services they agree to the following terms and conditions. Should a formal contract be executed between City and the Vendor (“Vendor”) whether as a result of a formal bid or not, the terms and conditions defined in that contract shall prevail over those listed here in any case of conflict.

1. ACCEPTANCE: Acceptance of this Purchase Order, including the terms and conditions set forth herein, shall constitute the formation of a binding and enforceable contract between City and Vendor. City hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by City. Vendor’s action in (a) accepting this order, (b) delivering materials or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this order.

2. INSURANCE: All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Vendor is responsible for keeping required insurance current until service is complete.

3. PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show; Vendor company name and address, name and address for City Department to which shipment is being made, City Purchase Order Number and descriptive information as to the items delivered.

A City Purchase Order must be obtained by Vendor before order fulfillment takes place.

4. INVOICES submitted for payment shall be addressed to Ogden City, Accounts Payable Dept., 2549 Washington Blvd 5 th Floor, Ogden City, UT 84401 and shall reference the City approved Purchase Order number.
5. TAXES: City is tax exempt, license number 11912436-002-STC. Invoices shall not include sales tax.
6. PAYMENT: Payment will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later. City will not be liable to pay late fees or interest.
7. CHANGES/QUANTITIES: No changes may be made to this order without written authorization from City's purchasing representative. Exact quantities ordered should be shipped, except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.
8. BACK ORDERS: All back orders must be approved by City's Purchasing Department. If orders cannot be timely delivered, Vendor shall immediately advise City in writing.
9. QUALITY CONTROL: Goods supplied as a result of this Purchase Order shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at Vendor's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.
10. WARRANTY: Vendor shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
11. PATENTS: Upon acceptance of this order, Vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringements, copyrights, or sale franchises arising out of this order.
12. SHIPPING: All prices must be F.O.B. destination. No boxing or packing charges will be allowed by City unless specifically authorized on the face of this order.

13. RISK OF LOSS: Risk of loss, damage, or destruction of materials covered by this order, regardless of F.O.B. point, shall be and remain with Vendor until the goods are delivered to the destination set out in the order and accepted by City.

14. DELIVERIES: Delivery shall not be made to any place other than the destination indicated on the Purchase Order.

15. CANCELLATIONS: City reserves the right to cancel purchase orders for failure on the part of Vendor to deliver as promised, or within a reasonable time if no delivery commitment is made, unless acceptable notification of delay is given to City by Vendor.

16. LIABILITY: Any person, firm or corporation performing services pursuant to this Purchase Order shall be liable for all damages incurred while in performance of such services. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either party hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

17. APPLICABLE LAW: This Purchase Order shall be interpreted and enforced according to the provisions of Utah Law, and Vendor shall abide by, and be in compliance with, all applicable laws, statutes, ordinances, and regulations.

ADDITIONAL INFORMATION:

1. Ogden City welcomes and encourages bids from small, local, women and minority owned businesses and other disadvantaged business enterprises. Ogden City reserves the right to cancel or modify this request for bids. There is no guarantee that Ogden City will place the requested goods/services under contract.

2. All costs related to the preparation of bids and any related activities are the sole responsibility of the offeror. No reimbursement will be made by Ogden City for any costs incurred in preparing bids.

3. The City reserves the right to issue contracts to multiple vendors.

4. Insurance Requirements:

The successful proposer shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

a. The amount of insurance shall not be less than:

i) Commercial General Liability: Minimum of \$4,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.

ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.

iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.

b. Each insurance policy required by this Agreement shall contain the following clauses:

i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".

ii) "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees,

agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

- c. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:
 - i) "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the city before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents, and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- h. Contractor shall include all its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees, or contractors upon the Premises during the License Period.

5. Ogden City reserves the right to accept or reject this bid or split any portion thereof or call for new bids if their interest or convenience is better by such a course. If any of the above terms are not acceptable to the bidder, it is the bidder's responsibility to so state in writing.

6. Contact Information – If you have questions regarding this RFB: Technical questions should be directed to Brian Martinson at 801-629-8722. Other inquiries should be directed to the Purchasing Office via 801-629-8742 or email purchasing@ogdencity.com

Question and answer period ends on August 25, 2022 at 3 PM.

7. Bid Submission: **September 7, 2022 no later than 10 AM**; two (2) copies of the bid and all required documentation shall be submitted in one sealed envelope. On the envelope, indicate your company's name and the RFB name "Arista RFB."

If the bid is submitted by mail or other delivery service, it must be addressed to:

Purchasing Office
c/o 1st Floor Information Desk
2549 Washington Blvd.
Ogden, UT 84401
ATTN: Arista RFB

The bid may also be hand-carried to the 1st Floor Information Desk (west entrance of the building) at the same address.

LATE BIDS WILL NOT BE ACCEPTED.

No facsimile or email transmittals will be accepted.

It is the sole responsibility of those responding to this RFB to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

Ogden City offices are closed on holidays.

Once submitted, all bids, including attachments, supplementary materials, addenda, etc. become the property of the City and will not be returned to the offeror. These are considered public records unless protected within [Utah Code 63G-2-1](#).

8. Bid Opening: Bids will be opened and read aloud shortly after the bid deadline. A validated bid tabulation / results page will be published on the City's webpage shortly after bid opening - <https://www.ogdencity.com/264/Purchasing>

**OGDEN CITY CORPORATION
REQUEST FOR BID**

Arista

BID DEADLINE: September 7, 2022; No later than 10 AM

LATE BIDS WILL NOT BE ACCEPTED; FAXED BIDS WILL NOT BE ACCEPTED

Quote Price FOB Ogden City Municipal Building
2549 Washington Blvd., 4th Floor IT
Ogden, UT 84401

Warranty Terms:
Certificate of Insurance: Attach COI
per City requirements.

Delivery Date: **TBD**

Bid will be honored until:
Six months after bid opening

Discount Terms: **NET 30**

Company:

Phone:

Ordering Address:

City:

State:

Zip:

Type or Print Name:

Email Address:

Authorized Representative's Signature:

Position or Title:

Arista Networking Equipment

Including but not limited to: Arista Networking
Hardware

**Proposed Minimum
Discount off MSRP**

ADDENDA ACKNOWLEDGEMENT

If applicable, enter below the date(s) an addendum was issued to this RFB.

Receipt of the following addenda is hereby acknowledged:

1.(Date) _____

2.(Date) _____

Bidder Information:

Name of Bidder

Firm's Name

Authorized Signature