

**City of Jacksonville
Information Technology Services**



**Request for Proposal
For
Cisco Products and SMARTnet Maintenance
And Value-Added Services**

**Issue Date August 2, 2010
Response Date September 3, 2010**

CITY OF JACKSONVILLE

August 02, 2010

Request for Proposals

Notice to Proposers of Terms and Conditions For the City of Jacksonville, North Carolina Information Technology Services

The City of Jacksonville, North Carolina, is seeking qualified Vendor(s) to supply the following:

- Off-the-shelf Cisco products, Tandberg products, WebEx products and IronPort products for an indefinite quantity contract,
- SMARTnet maintenance for purchased products, and
- Value-added Services to include Cisco Advanced Services

The purpose of this document is to provide general and specific information for use by Vendor(s) in submitting a proposal to supply the City of Jacksonville with information technology goods and services as listed above in accordance with N.C.G.S. 143-1 29.8. The City intends to award an indefinite quantity contract for a two-year term, with the option of a third-year extension, as a result of this RFP. We will select a qualified Vendor(s) with whom we will develop a mutually beneficial contractual relationship. Our decision to award will be based on an evaluation of the proposal that offers the best overall benefit to the City for pricing, maintenance and support, and any value-added services.

You are being asked to submit a proposal in a sealed envelope at this time in accordance with the attached specifications and within the terms and conditions herein set forth.

For this solicitation, the City of Jacksonville is serving as Lead Public Agency for the North Carolina Local Government Information Systems Association Purchasing Group, which will allow qualified Participating Public Agencies to purchase under the terms and conditions of the contract established with the selected vendor under the provisions of G.S. 143-129(e)(3).

**City of Jacksonville, North Carolina
Request for Proposals**

I. SCOPE

1.1 REQUIREMENT

The City of Jacksonville, North Carolina (herein “Lead Public Agency”) on behalf of the North Carolina Local Government Information Systems Association (NCLGISA) Purchasing Group (Ref. Paragraph 1.2), is soliciting Proposals from qualified companies to enter into a Master Agreement for Cisco Products, SMARTnet maintenance ,Tandberg products, WebEx products, IronPort products and value-added services (herein “Services”). ALL PRODUCTS AND SERVICES OFFERED MUST BE LATEST DESIGN AND TECHNOLOGY AND MOST CURRENT SERVICE LINES. The RFP is subject to Lead Public Agency’s General Conditions and Instructions to Proposers and Special Provisions (Ref. Paragraph 2).

The Company(s) must deal directly with any government agency (herein “Participating Public Agency”) concerning product/service orders, credit applications, purchase and lease documents, collection disputes, invoicing, and payment. The Lead Public Agent shall not be held liable for any costs, damages, etc., incurred by any other Participating Public Agency.

Any contract(s) resulting from this RFP shall be construed to be in accordance with and governed by the laws of the State of North Carolina. Each Participating Public Agency (Ref. Paragraph 1.2) enters into the Master Convenience Contract, that allows the Participating Public Agency to purchase/finance products from the Supplier(s) in accordance with each Participating Agency’s purchasing policies and procedures.

1.2 SCOPE OF PRODUCTS AND SERVICES

Responder should include all hardware and software utilizes in the transport, provisioning, delivery, management and/or security of voice, data and/or video applications over separate or converged networks. These products include but are not necessarily limited to Local Area Network (LAN), Metropolitan Area Network (MAN), Wide Area Network (WAN) routers, switches, internal operating system software, telephony application software, telephony application servers, telephony cards/modules/blades/interfaces, telephony station equipment, security firewalls, components, intrusion detection components, wireless LAN access points, wireless MAN/WAN point to point transport components, wireless MAN/WAN point to multipoint transports components, and fiber optic transport systems (e.g. DWDM) produced by the manufacturer or provided through OEM agreements with the original manufacturer and included on the bidder’s most recent published price list/catalog.

All items to be furnished must be the manufacturer’s current state-of-the-art and must be certified to be in current new production. All items delivered under this contract must be new. Refurbished items are not acceptable for new purchases.

1.3 DEFINITIONS

Contracted Manufacturer-1) The original manufacturer awarded the contract to directly provide the products and services solicited in this document or 2) the holder of a re-labeling agreement authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors.

Distribution/Channel Partner- 1) A third party distributor or channel partner names in the contract held by the original manufacturer as authorized to provide the sales and support of the products solicited in this document or 2) A third party holding the contract and authorized by the original manufacturer to provide sales and support of the products solicited in this document directly or through certified sub-contractors.

Manufacturer Maintenance- Manufacturer offered and supported maintenance plans to include access to the manufacturer's technical assistance center, advanced replacement of parts (drop shipped) or advanced replacement of parts with labor, Plans typically will provide the purchaser options related to the level of support and responsiveness/deliver intervals (e.g. 8-5 next business day, 24/7 with 4 hour delivery).

RFP- Request For Proposal

1.4 RESPONDER RESPONSIBILITIES

For the purposes of this type of contract the responder may be and should identify itself as one of the following:

- 1) The original manufacturer providing direct sales support of the products/services in full compliance with all terms and conditions of this contract.
- 2) The original manufacturer choosing to designate authorized distribution/channel partners certified to provide direct sales and support of the products in full compliance with all terms and conditions of this contract.
- 3) A third party authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors in full compliance with all terms and conditions of this contract.
- 4) Holders of re-labeling agreements authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors in full compliance with all terms and conditions of this contract.

The responder must quote discount percentages for each category of hardware, software, and manufacturer's maintenance included on the manufacturer's published price list/catalog or a percentage discount for each item or categories included on the notarized typed listing of retail prices. The City of Jacksonville/NCLGSA reserves the right to delete any items offered and deemed, at the sole discretion of the City of Jacksonville/NCLGSA, to be outside of the intended scope of this RFP.

The responder should submit with proposal, a copy of the most recent manufacturer(s) published price list/catalog and the GSA price list if available. In the event that the published price list/catalog does not exist, a signed and notarized typed listing of retail prices of all items offered in the RFP

response should be submitted. Such price list/catalogs shall be for informational purposes only, terms and conditions contained therein are not applicable to this agreement.

The responder should submit with proposal, a copy of the current warranty offered by the manufacturer for each category of hardware and software bid.

If not the original manufacturer, the responder should submit with proposal, documentation from the manufacturer certifying that the responding company is authorized to sell and support the products proposed. If the responder is not authorized to service the products, the responder shall list the name(s) address and phone number of the manufacturer authorized/certified third party that will be utilized for service in full compliance with the terms and conditions of this contract and provide documentation of the agreement with the said third party.

The responder shall quote an hourly rate schedule for the two (2) types of support requested. 1) Equipment Installation 2) Initial software Configuration. Both types of support shall only be made available by the responder and purchased by the use agency in direct support of, and in conjunction with a release order for the purchase of the hardware and software.

All documentation requested in the invitation to RFP should be submitted with the RFP response. Any documentation, verification or clarification requested during the evaluation must be provided by the date required in the request for additional information. Failure to provide the requested information in the time allowed may result in the rejection of the bid response

Responder MUST obtain a Letter of Authorization from the manufacturer and MUST include the letter with their bid response. The Letter of Authorization MUST be on the Manufacturer's Letterhead stationery and signed by the Manufacturer's account executive responsible for The City of Jacksonville, North Carolina (herein "Lead Public Agency") on behalf of the North Carolina Local Government Information Systems Association (NCLGISA) Purchasing Group. The Letter of Authorization MUST certify that the bidder is an authorized manufacturer's representative and that an agreement exists between the Responder and manufacturer to supply the manufacturer's line of products to the The City of Jacksonville, North Carolina (herein "Lead Public Agency") on behalf of the North Carolina Local Government Information Systems Association (NCLGISA) Purchasing Group. The Letter of Authorization MUST reference this specific RFP number 07202007

The Responder MUST be able to provide a full time sales and repair/warranty staff and should have a twenty-four- (24) hour Help Desk Services to each county in North Carolina. The City desires that each Responder would provide a toll free 1-800 telephone number for this twenty-four (24) hour Help Desk Service. Each Responder must provide the Name of Dealer(s) or branch office(s), Location(s) and Function(s) (sales, help desk, installation, inventory, warranty, etc...) of the offices that will provide technical and administrative support in the successful execution of this contract. Each Responder MUST provide a list of certified installation/ maintenance/warranty technicians on staff at the time of the response.

Responders MUST be actively merchandising the manufacturer's products which will be evidenced by sales, finished goods inventory in warehouse facilities and installed products in the field, and warranty/repair facilities to service the contract.

Each Responder MUST provide a Letter of Line of Credit from a reputable third party financing corporation which clearly states the Responder has a minimum Line of Credit of at least Five hundred thousand dollars (\$500,000.00).

1.5 CALENDAR OF EVENTS

Deadline to receive Inquiries: August 27, 2010

Request for Proposal Deadline: September 3, 2010

1.6 RESPONDER INQUIRIES

No negotiations, decisions, or actions shall be executed by any responder as a result of any oral discussions with any City of Jacksonville Employee, or City of Jacksonville Consultant. Only those transactions, which are in writing, issued and an Addendum and/ or Informational Notice from City of Jacksonville Purchasing may be considered as valid. Likewise, the City of Jacksonville shall only consider communications from responders with are signed and on company letterhead and/or submitted and an attachment via email. The City of Jacksonville will accept inquiries via mail, certified mail, email or fax and telephone as indicated in the RFP.

1.7 SIGNATURE AUTHORITY

The person signing the response must:

- 1) Be a current corporate officer, partnership member or other individuals specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or :
- 2) Be an individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit: or
- 3) Submit other documents indicating authority which are acceptable to the public entity.

1.8 SIGNATURE

At least one copy of the RFP shall be signed in original ink by an authorized employee, agent, or representative of the bidder.

1.9 NUMBERS OF COPIES OF RESPONSE

Three (3) additional copies of the RFP are desired.

1.10 DELIVERY OF REPOSES

Responder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The City of Jacksonville is not responsible for any delays caused by the responder’s chosen means of delivery.

Responder is solely responsible for the timely delivery of its RFP. Failure to meet the RFP opening and deadline shall result in the rejection of the RFP.

ALL RESPONSES TO RPF REQUEST BECOME A MATTER OF PUBLIC RECORDS AT THAT TIME. BY SUBMITTING A RFP, RESPONDER SPECIFICALLY ASSUMES ANY AND ALL RISKS AND LIABILITY ASSOCIATED WITH INFORMATION MARKED CONFIDENTIAL IN THE RFP AND THE RELEASE OF ANY INFORMATION.

NON-EXCLUSIVE CONTRACT

This contract is non-exclusive and shall not in any way preclude the City of Jacksonville/NCLGSA from entering into any similar contracts and/or arrangements with other vendors or from acquiring similar equal or like goods and/or service from other entities or sources.

1.11 CHANGES , ADDENDA,WITHDRAWLS OF RFP RESPONSE

If the responder needs to submit changes or addenda, such shall be submitted in writing, signed in original ink by an official representative of the responder, cross-referenced clearly to the relevant bid section, in a sealed envelope, prior to the RFP opening. Such shall meet all requirements for the RFP, if the responder chooses to withdraw his RFP response; the withdrawal notice shall be in writing and received prior to the RFP opening.

1.12 COOPERATIVE PURCHASE

NORTH CAROLINA LOCAL GOVERNMENT INFORMATION SYSTEMS ASSOCIATION PURCHASING GROUP

The North Carolina Local Government Information Systems Association (NCLGISA) Purchasing Group, in accordance with North Carolina General Statute 143-129 e(3), operates a “competitive bidding group purchasing program, which is a formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies”.

1.13 MEMBERSHIP IN NCLGISA PURCHASING GROUP

Participation in the North Carolina Local Government Information Systems Association is open to all North Carolina local government units. NC K-12 public schools, community colleges, and public universities are also welcome as associate members. According to North Carolina general statutes, only local governments (counties and municipalities) and K-12 educational institutions can participate in the NCLGISA Purchasing Group (i.e. these institutions are exempt from required purchasing through NC Department of Administration).

These objectives do not preempt Participating Public Agencies from using other contract vehicles or competitive processes as required by law.

1.14 INVOICE

Invoices will be submitted by the Contractor upon presentation of properly executed invoice after goods have been received, inspected and accepted. Invoices will be paid within 30 days or receipt of properly executed invoice, or receipt of goods, whichever is later.

PAYMENTS WILL BE PAID TO VENDOR(S) AND ADDRESS AS SHOWN ON THE PURCHASE ORDER. ADVANCED PAYMENTS WILL NOT BE ALLOWED IN THIS CONTRACT.

1.15 CONTRACT PERIOD

The City intends to award an indefinite quantity contract for a two-year term, with the option of a third-year extension, as a result of this RFP. We will select a qualified Vendor(s) with whom we will develop a mutually beneficial contractual relationship. Our decision to award will be based on an evaluation of the proposal that offers the best overall benefit to the City for pricing, maintenance and support, and any value-added services.

1.16 RENEWAL

At the option of the City of Jacksonville/NCLGSA and acceptance of the contractor(s), this contract may be extended for three (3) additional twelve (12) month periods at the same discount structure, terms and conditions.

1.17 AWARD EVALUATION CRITERIA

It is the intention of the City of Jacksonville/NCLGSA to award this contract all-or-none to the responsive and responsible responder, meeting the requirements of the RFP specifications and offering the overall greatest discount percentages for each category of hardware, software and manufacturer's maintenance included on the manufacturer's most recent published price list/catalog or on the notarized type listing or retail prices in effect at the time of the RFP opening. The discount percentage quoted by the Contractor shall establish the minimum level of reduced pricing offered to the City of Jacksonville in each of the categories from the manufacturer's most recent published price list' catalog or on the notarized typed listing of retail prices. The discount shall apply to any updated items or new items added throughout the life of the new contract, in accordance with the specification requirements.

Net prices may not exceed the current national advertised and available General Services Administration (GSA) Governmental price list if one exists. If not, the City of Jacksonville/NCLGSA does not intend to award or to maintain any item in any group that is offered at a price equal to or above the Manufacturer's List Price.

An award may be made to all responsive and responsible submissions to the City's request for competitive fixed price bidding. However, not every vendor/distributor/representative of a manufacturer's line of equipment will be awarded a contract.

1.18 IT/TELECOM NETWORKING PRODUCT CATEGORIES

The broad product categories included herein are established to provide bidder the flexibility of offering different discounts by category of products. The descriptions of each category are not intended to limit the products offered by the bidder however, the City of Jacksonville/NCLGSA

reserves the right, at its sole discretion, to exclude /remove any products deemed beyond the intended scope of this contract.

1.19 CATEGORIES ONE THROUGH THIRTEEN

Category One- Local Area Network Switching/Routing/ Bridging Devices

Category Two- Metropolitan Area Wide Area Switching/Routing/Bridging Devices

Category Three- Basic IP Telephony and VoIP functionality

- Software, high availability servers, station equipment, softphone clients, etc.

Category Four-Advanced IP Telephony/VoIP functionality

- Contact Center, Unified Messaging, Multi-Media Conferencing , Presence

Category Five-Network Security Products

- Firewalls, Intrusion Detection, Intrusion Protection/Prevention

Category Six-Transport Products

- Point to Point to Multipoint Wireless Transport Systems (licensed and unlicensed spectrum), Optical Transport /Dense Wave Division Multiplexing Systems

Category Seven-Monitoring and Management Solutions

Category Eight- Other IP Network Centric Solutions

Category Nine- IT/Telecom Networking Related OEM Products

Category Ten- Manufacturer Maintenance Plans

Category Eleven- Tandberg products

Category Twelve-WebEx products

Category Thirteen-IronPort Products

The Responder should offer a complete listing of all Manufacturer Maintenance Plans available, by product category, to include but not necessarily be limited to: drop shipped advanced replacements of parts, software patches and revisions issues to resolved known defects or vulnerabilities, access to online and live body technical assistance, advanced replacement of parts with requires installation/software configuration support to facilitate replacement. The bidder may offer different discounts for manufacturer maintenance plans by product categories offered as follows:

- **Category One**
- **Category Two**
- **Category Three**
- **Category Four**
- **Category Five**
- **Category Six**
- **Category Seven**
- **Category Eight**
- **Category Nine**
- **Category Ten**
- **Category Eleven**
- **Category Twelve**
- **Category Thirteen**

BIDDER'S RESPONSE PAGE PRICING

CATEGORIES

Category One

Local Area Network Switching/Routing/Bridging Devices _____

Category Two

Metropolitan Area Wide Area
Switching/Routing/Bridging Devices _____

Category Three-Basic IP Telephony

And VoIP functionality

Software, high availability server
Station equipment, softphone clients, etc. _____

**Category Four-Advanced IP Telephony/VoIP
Functionality**

Advanced IP Telephony/ VoIP functionality
Contact Center, Unified Messaging, Multi-Media
Conferencing, Presence _____

Category Five- Network Security Products

Firewalls, Intrusion Detection,
Intrusion Protection/Prevention _____

Category Six-Transport Products

Point to Point and Point to Multipoint
Wireless Transport Systems (licensed and
Unlicensed spectrum), Optical Transport/
Dense Wave Division Multiplexing Systems _____

**Category Seven- Monitoring and Management
Solutions**

Category Eight- Other IP Network Centric Solutions

**Category Nine- IT/Telecom Networking Related
OEM Products**

Category Ten- Manufacturer Maintenance Plans

Category Eleven-Tandberg products

Category Twelve- WebEx Products

Category Thirteen- IronPort products

INSTALLATION

Installation: Hourly Rate \$ _____

II. GENERAL TERMS AND CONDITIONS

1.1 Any contract resulting from this Request for Proposals shall be awarded to the Vendor(s) that submits the best overall proposal as determined by the City of Jacksonville, North Carolina/NCLGSA in accordance with N.C.G.S. 143-129.8. The City may negotiate with any Vendor(s) in order to obtain a final contract that best meets the needs of the City.

1.2 Any questions from prospective Vendor(s) are referred to Mr. Earl Bunting, (910) 938-5297, hebunting@ci.jacksonville.nc.us.

1.3 All documentation submitted by Vendor(s) is voluntary and becomes the property of the City of Jacksonville/NCLGSA who is under no obligation to return or pay for any of the material submitted by a Vendor in response to this RFP.

1.4 The City of Jacksonville reserves the right to accept or reject any or all of the proposals submitted, and to waive informalities and accept that proposal which appears to be in the City's best interest.

1.5 The City of Jacksonville, North Carolina/NCLGSA will review and analyze each proposal, and reserves the right to select the Vendor(s) who offers the best value. The City of Jacksonville, North Carolina shall select the Vendor(s), which in the City's opinion, has made a proposal best suited to the needs and goals of the City/NCLGSA and deemed to be in compliance with the terms of this RFP.

1.6 The Vendor(s) shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous written consent of the City of Jacksonville, North Carolina. The City/NCLGSA reserves the right to declare the Vendor(s) in default and terminate the contract for cause.

1.7 The Vendor(s) shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Comprehensive General Liability, Comprehensive Automobile Liability, and Workers Compensation in the following amounts and types:

1.7.1 Comprehensive General Liability – Vendor(s) to supply the City with original certificates of insurance covering public liability in an amount not less than \$1,000,000 per accident.

1.7.2 Comprehensive Automobile Liability – Vendor(s) to supply the City original certificates of insurance in an amount not less than \$1,000,000 and shall cover property damage, and operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

1.7.3 Workers' Compensation/Employers Liability Insurance - The Vendor(s) shall furnish the City with original certificates showing that all its employees who are engaged in any work under this Contract are protected under Worker's Compensation insurance policies with a limit no less than the minimum required by North Carolina state statutes.

1.8 The Vendor(s) shall carry insurance with an insurance company authorized to do business in NC and satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Vendor(s) or for anyone in his employ during the execution of the contract derived from this RFP.

1.9 Prior to starting on the contract derived from this RFP, the Vendor(s) shall deposit with the City **original** certificates from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Vendor. The certificates must be on a form satisfactory to the City.

1.10 Purchases made by the City of Jacksonville, North Carolina are exempt from any Federal excise tax. Our certificate of Registry Number is 56-6000232. Please include North Carolina Sales tax, if any, as a separate line item in your proposal. Sales tax records and certified statements may be required for all materials and supplies that are purchased in the fulfillment of this project.

1.11 No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Jacksonville, North Carolina.

1.12 The Vendor(s) shall not assign or in any way transfer any interest in the contract without the prior written consent of the City provided, however, that the claims for money due or to become due to the Vendor(s) from the City may be assigned to a bank, trust company or other financial institution without such consent so long as notice of such assignment shall be expressly made subject to all defenses, setoffs, or counterclaims which would have been available to the City against the Vendor(s) in the absence of such assignment.

1.13 None of the Cisco product or SMARTnet maintenance services to be provided by the Vendor(s) pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership, or other such entity without the prior written consent of the City of Jacksonville, North Carolina. No subcontract or delegation shall relieve or discharge the Vendor(s) from any obligation or liability under the contract.

1.14 Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

1.15 The Vendor(s) represents that no other person other than the bonafide employees working solely for the Vendor(s) have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award for making of this contract. For breach or violation of

the representation, the contract price, consideration, or otherwise, the City may recover the full amount of such commission, percentage, brokerage fee or other consideration.

1.16 Any contract made by the City of Jacksonville, North Carolina in which the Finance Director, any employee of that department, the heads of using departments or any other officer or employee of the City of Jacksonville, North Carolina having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.

1.17 Unless otherwise stated, all items shall be quoted and delivered F.O.B. destination (i.e. at a specific City address), and delivery cost and charges (if any) shall be included in bid price.

1.18 Any contract which results from this Request for Proposal shall be for the duration of the package, contingent upon City satisfaction and Vendor(s) adherence to Terms and Conditions. Purchase Orders issued by the City shall serve as the City's only commitment to purchase. All purchase orders shall reference this Agreement.

Part 2: Submission of Proposals

Three copies of the proposal must be submitted in a sealed package. The package should be addressed as follows:

**City of Jacksonville, North Carolina
Attn: Information Technology Services Director
815 New Bridge Street
Jacksonville, North Carolina 28540
RE: Vendor Request for Proposals
(Vendor Name)**

Part 3: RFP Evaluation

3.1 The City of Jacksonville, North Carolina/NCLGSA will perform a full and complete evaluation of all submittals. The Information Technology Services Director will ultimately forward a formal recommendation of award to the City Council who have the final award approval.

3.2 Recommendation for award will be based upon the most advantageous proposal received considering product pricing discounts, SMARTnet pricing discounts, and any and all other value-added services proposed by the Vendor to the City.

3.3 Value-added services will be given special consideration by the City.

INTRODUCTION TO RFP REQUIREMENTS

A. GENERAL CONSIDERATIONS

Costs for developing responses to this RFP are entirely the obligation of the Vendor(s) and shall not be chargeable in any manner to the City of Jacksonville, North Carolina. Submission of a sealed response to the RFP will signify the Vendor's agreement that their response and the contents thereof are valid for 90 days.

The City of Jacksonville, North Carolina reserves the right to negotiate with any Vendor(s) in order to obtain a final contract that best meets the need of the City. Additionally, the City reserves the right to reject any and all RFP responses if it is determined to be in the best interests of the City to do so.

Responses received after the due date and time specified in this RFP will not be considered and will be returned unopened.

B. EVALUATION CRITERIA

The City of Jacksonville, North Carolina/NCLGSA will evaluate all properly submitted responses.

The following general criteria will be used to evaluate the responses:

1. Ability of the qualified Vendor(s) to satisfy all of the requirements.
2. Ability of the qualified Vendor(s) to offer Cisco product pricing discounts.
3. Ability of the qualified Vendor(s) to offer SMARTnet pricing discounts.
4. Value-added services offered to the City which may include, but are not limited to, discounts or credit for Cisco training, rebates on Cisco products, product credits, etc.
5. Results of reference checks.
6. Level, quantity and type of maintenance and support provided.

E. FORMAT FOR RESPONSE TO RFP

This section serves as a checklist for the expected format of the Vendors' response to the RFP. Any supporting documentation should be included in an appendix or attachment.

The evaluation process will provide credit only for the capabilities and advantages, which are presented by the Vendor in the written response. **Three copies** of the response must be submitted.

COVER LETTER

A letter of introduction, including the name and address of the Vendor(s) submitting the proposal and the name, address, and phone number of the person(s) to contact who will be authorized to present and bind the Vendor(s) to all commitments made in the response.

VENDOR PROFILE

Provide a company profile including the organization which will directly support the City.

REFERENCES

Provide information as requested.

PROPOSAL

Provide your proposal in such a way that is clear, concise, and according to the business/technical specifications and pricing requirements.

APPENDIX OR ATTACHMENT TO PROPOSAL, (optional)

Provide additional supporting literature

ADDITIONAL REQUIREMENTS

DOCUMENTATION

The successful Vendor (s) shall provide complete technical documentation of Cisco products.

WARRANTY

The successful Vendor(s) shall warrant that all equipment is **NEW**, in good working order, free from defects and in conformance to specifications. All equipment must conform to the manufacturer's (Cisco Systems Inc.) official published specifications. The successful Vendor(s) shall agree to repair, adjust and/or replace (as determined by the City of Jacksonville to be in its best interest) any defective equipment within the warranty period at the successful Vendor's sole expense.

MAINTENANCE AND SUPPORT

Each Vendor(s) must provide a complete maintenance and support plan including emergency and non-emergency intervals, as well as periodic routine schedules. Routine maintenance and associated costs should be included. Routine maintenance shall include, but is not limited to: Error or defect correction, Updates, and Telephone Assistance.

GENERAL REQUIREMENTS

All equipment and material must be **NEW** and of the highest quality and reliability.

INDEMNIFICATION

In carrying out these works, the Vendor(s) will act as an independent contractor and must agree to keep the City indemnified against any and all claims, actions or demands that may be brought, made, or arise in respect of anything done, or omitted to be done by its employees who shall be and remain at all times and for all purposes, the servants or employees of the Vendor(s).

CANCELLATION

The City of Jacksonville, North Carolina/NCLGSA, reserves the right to cancel the contract resulting from this Request for Proposal if, in the City's opinion, the service provided is not satisfactory. In the event of cancellation, the Vendor(s) will have no right of action against the

City for damages; however, cancellation would not, in any manner, limit the City's right to bring action against the Vendor(s) for damages for breach of contract. Ten days written notice of cancellation will be provided.

INQUIRIES

All inquiries regarding this Request of Proposal must be in written form and directed to Mr. Earl Bunting, Information Technology Services Director via email, hebunting@ci.jacksonville.nc.us.

All questions should be submitted, in writing, at least five (7) business days prior to the closing time and date.

No verbal representations, promises, statements or advice made by any employee of the City should be relied on.

