

STATE OF NORTH CAROLINA OFFICE OF INFORMATION TECHNOLOGY SERVICES Statewide IT Procurement Office	REQUEST FOR PROPOSAL NO. ITS-003702	
	Bids will be publicly opened: January 8, 2008 @ 2:00 pm	
	Contract Type: Open Market	
Refer <u>ALL</u> Inquiries to: Sherwood Creech, Contract Specialist Telephone No. (919) 754-6668	Date Issued: December 11, 2007 Commodity Number: 920-37 Networking Services Commodity: Cabling and Network Installations	
E-Mail: Sherwood.creech@its.nc.gov	Using Agency Name: Craven Community College	
(See page 2 for delivery instructions.)	Agency Requisition No.	

OFFER AND ACCEPTANCE: This solicitation advertises the State's needs for the services and/or goods described herein. The State seeks proposals comprising competitive bids offering to sell the services and/or goods described in this solicitation. All proposals and responses received shall be treated as offers to contract. The State's acceptance of any proposal must be demonstrated by execution of the acceptance found below, and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence among terms as follows: Special terms and conditions specific to this RFP, Specifications of the solicitation documents, except as amended, the State's General Terms and Conditions for Goods and Related Services, as may be amended by the Supplemental Terms annexed hereto, if any, Best and Final Offers, if any and the awarded Vendor's proposal.

EXECUTION: In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are bid, at the price(s) offered herein, within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion.

Failure to execute/sign bid prior to submittal shall render bid invalid.

VENDOR:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO
Will any work under this contract be performed outside the United States? YES_____ NO_____		Where will services be performed: _____	
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for ninety (90) days from date of bid opening unless otherwise stated here: _____ days

ACCEPTANCE OF BID: If any or all parts of this bid are accepted, an authorized representative of ITS shall affix their signature hereto and this document and the provisions of the special terms and conditions specific to this Request for Proposal, the specifications, and the ITS Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

<u>FOR ITS USE ONLY</u> Offer accepted and contract awarded this ____ day of _____, 2008, as indicated on attached certification, by _____ (Authorized representative of ITS).

ISSUING AGENCY: Office of Information Technology Services
333 East Six Forks Road
Third Floor
Raleigh, North Carolina 27609

USING AGENCY: Craven Community College
800 College Court
New Bern, North Carolina

DELIVERY INSTRUCTIONS: Deliver two (2) **signed originals** and two (2) copies of the Proposal to Issuing Agency in a sealed package with Company Name and RFP Number clearly marked on the front.

DELIVER TO
BID NUMBER: ITS-003702 Statewide IT Procurement Attn: Sherwood Creech, Contract Specialist 333 East Six Forks Road, Third Floor Raleigh, NC 27609

Sealed bids, subject to the conditions made a part hereof, will be received at 333 East Six Forks Road, Raleigh, NC 27609 until 2:00 pm on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Proposals for this RFP must be submitted in a sealed package with the Execution of Proposal signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed execution of proposal shall result in disqualification. All proposals must comply with Section VI, Proposal Content and Organization.

Proposals will not be accepted by electronic means. This RFP is available electronically at <http://www.ips.state.nc.us/ips/pubmain.asp>. All inquiries regarding the RFP requirements are to be addressed to the contact person listed on Page One.

Mandatory Pre-Bid Conference: *There will be a **mandatory** Pre-Bid Conference held on **Monday, December 17, 2007 at 1:00 pm** at Craven Community College, Bldg H, 800 College Court, New Bern NC 28562. Vendors wishing to submit a bid must attend this conference. Proposal will only be accepted and considered from Vendors that attend this mandatory conference. **NOTE: Any vendors attending the Pre-Bid Conference must bring their own hard hats.***

Written questions concerning the RFP specifications will be received until **December 14, 2007 @ 12:00 pm**. They must be sent via e-mail to: Sherwood.creech@its.nc.gov or faxed to (919) 715-8549. Please insert "ITS-003702 Questions" in the subject matter of your e-mail. A summary of all questions and answers will be posted to the Interactive Purchasing System (IPS) as an addendum to this RFP.

Addendum to RFP: If a pre-bid conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the State will be posted to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us/ips/deptbids.asp>, and shall become an Addendum to this RFP. Vendors' questions posed orally at any pre-bid conference must be reduced to writing by the Vendor and provided to the Purchasing Officer as directed by said Officer.

Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this proposal periodically check the State website for any and all Addenda that may be issued prior to the bid opening date.

Basis for Rejection. Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State.

NOTICE TO VENDORS: The State objects to and will not be required to evaluate or consider any additional terms and conditions submitted with a Bidder's response. This applies to any language appearing in or attached to the document as part of the Bidder's response. By execution and delivery of this Request for Proposal and response(s), the Bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

Late Proposals. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

I. Introduction

All installations related to this RFP shall be performed per the following requirements and in accordance with NFPA-70 (National Electrical Code), state codes, local codes, requirements of authorities have jurisdiction, and particularly the following standards:

ANSI/NECA/BICSI 568-2001, Installing Commercial Building Telecommunications Cabling

ANSI/TIA/EIA Standards

- 1) ANSI/TIA/EIA-568-B.1-Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements
- 2) ANSI/TIA/EIA-B.2-Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted Pair Cabling Components
- 3) ANSI/TIA/EIA-568-B.3-Optical Fiber Cabling Components Standard
- 4) ANSI/TIA/EIA-569-A-Commercial Building Standard for Telecommunications Pathways and Spaces
- 5) ANSI/TIA/EIA-606(A)-The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
- 6) ANSI/TIA/EIA-607(A)-Commercial Building Grounding and Bonding Requirements for Telecommunications
- 7) ANSI/TIA/EIA-526-7-Measurement of optical power loss installed Single-Mode Fiber Cable Plant
- 8) ANSI/TIA/EIA-758(A)- Customer Owned Outside Plant Telecommunications Cabling Standard

Install cabling in accordance with the most recent editions of BICSI publications

- 1) BICSI-TDMM (Telecommunications Distribution Methods Manual)
- 2) BICSI- Cabling Installation manual
- 3) BICSI-LAN Design Manual
- 4) BICSI-Customer Owned Outside Plant Design Manual
- 5) NC STS-1000 Guidelines
- 6) Federal, state, and local codes, rules, regulations, and ordinances governing the work are as fully part of the specifications as if herein repeated or hereto attached. If the contractor should note items in the drawings or the specifications construction of which would be in code violations, promptly call them to the attention of the owner's representative in writing. Where the requirements of other sections of the specifications are more stringent than applicable codes, rules, regulations, and ordinances, the specifications shall apply.

A. Bid Requirements

1. Structured Cabling Requirements
 - A. Minimum Twenty (20) year warranty on fiber and cable. Warranty must be from a single manufacturer.
 - B. Category 6 568B High quality cable - tested
 - C. Each line tested and labeled
 - D. Underwriter's Laboratories (UL) standards and specs.
2. Category 6 Cabling
 - A. All unshielded twisted pair (UTP) cable shall be category 6 plenum
 - i. The stated industry standard meter permanent channel cable length shall not be exceeded.
 - ii. Ceiling cable trays are provided.
 - iii. The conduit is in place with pull string (Stubbed in ceiling).
 - iv. Cutout spaces for jacks and faceplates are provided.
 - v. Data jacks will be the orange; the phone jacks will be white. Use 568B termination.
 - vi. Each line will be tested and labeled to Cat6 specifications using Level II tester.

3. Fiber and LAN Nerve Center (Room 160)

A. Telecomm Room 160 in Business and Information Technology building will be the LAN nerve center. (See Telecomm Layout and Port assignment)

- i. Pull fiber patch cable from Data Center (room 160) via conduit provided to telecomm rooms 137 (approximately 60') and telecomm room 245 (approx 200'). Pull fiber patch cable from Data Center (room 160) to telecomm room telecomm room 110 (approx 250') via cable tray incase in vendor provided flex conduit. Pull fiber patch cable from telecomm room 245 to telecomm room 204 (approx 250') via cable tray incase in vendor provided flex conduit.
- ii. Provide and install four 7' floor mounted racks in Data center room 160, provisioned as follows.
 1. Rack 1; provide and install one 24 port patch panel and two 48-port patch panels.
 2. Rack 2: provide and install one Cisco Catalyst 3750G-24PS (or functional equivalent) with SC/SC fiber connectors. Plus provide and install two Cisco Catalyst WS-C2960G-48TC-L (or equivalent). Provide and install one Cisco Catalyst 4506 Switch (or equivalent) enclosure with two 1300 watt power supplies. Also, provide and install one Supervisor Engine IV (WS-X4515) (or equivalent) and two WS-X4506-GB-T line cards (or equivalent). Horizontal cable managers shall be provided and installed above and below each panel or device. Vertical wire management panels shall be provided and installed on the side of and between each pair of racks. (See, e.g., "Data Center MDF Room 160 Layout" illustration attached.).
 3. Rack 3: Provide and install one Cisco Catalyst 3750G-24PS (or functional equivalent) / two Cisco Catalysts WS-C2960G-48TC-L (or functional equivalent). (Will need fiber jumpers from rack 2).
 4. Rack 4: Provide and install one 24 port patch panel and two 48-port patch panels.
- iii. Provide 245 five (5') feet patch cables and 48 ten (10') feet patch cables. Patch cords shall be new, factory made and meeting UL/ETL standards. Verified with molded strain relief and no snag connector.

B. Telecomm Room 110

- i. Provide and install one 7' floor mounted rack with one 24 port patch panel and one Cisco Catalyst 3750G-24PS (or functional equivalent) and one WS-C2960G-48TC-L (or functional equivalent). Horizontal cable managers shall be provided and installed above and below each panel or device. Vertical wire management panels shall be provided and installed on the side of and between each pair of racks. (See, e.g., "IDF Room 110 Layout" illustration attached.)
- ii. Provide 72 five (5') feet patch cables. Patch cords shall be new, factory made and meeting UL/ETL standards. Verified with molded strain relief and no snag connector.
- iii. Telecomm room 110 will be connected from Data Center room 160 via fiber. (See 3.A.i above)

C. Telecomm Room 137

- i. Provide and install two 7' floor mounted racks.
- ii. Rack 1: Provide and install three 48 port patch panels.
- iii. Rack 2: Provide and install four WS-C2960G-48 TC-L (or functional equivalent). Horizontal cable managers shall be provided and installed above and below each panel or device. Vertical wire management panels shall be provided and installed on the side of and between each pair of racks. (See, e.g., "IDF Room 137 Layout" illustration attached.)
- iv. Provide 144 appropriate length patch cables to connect the racks. Patch cords shall be new, factory made and meeting UL/ETL standards. Verified with molded strain relief and no snag connector.
- v. Telecomm room 137 will be connected from Data Center room 160 via fiber. (See 3.A.i above)

D. Telecomm Room 245

- i. Provide and install two 7' floor mounted racks.
- ii. Rack 1: Provide and install one 24 port patch panel and two 48 port patch panels.
- iii. Rack 2: Provide and install one Cisco Catalyst 3750G-24PS (or functional equivalent) and two WS-C2960G-48TC-L (or functional equivalent). Horizontal cable managers shall be provided and installed above and below each panel or device. Vertical wire management panels shall be provided and installed on the side of and between each pair of racks. (See, e.g., "IDF Room 245 Layout" illustration attached.).
- iv. Telecomm room 245 will be connected from Data Center room 160 via fiber. (See 3.A.i above)
- v. Provide 124 appropriate length patch cables to connect the racks. Patch cords shall be new, factory made and meeting UL/ETL standards. Verified with molded strain relief and no snag connector.

E. Telecomm Room 204

- i. Provide and Install two 7' floor mounted racks
 - ii. Rack 1: Provide and install one 24 port patch panel and three 48 port patch panels.
 - iii. Rack 2: Provide and install one Cisco Catalyst 3750G-24PS (or functional equivalent) and three Cisco Catalyst 2950G-48PS (or functional equivalent). Horizontal cable managers shall be provided and installed above and below each panel or device. Vertical wire management panels shall be provided and installed on the side of and between each pair of racks. (See, e.g., "IDF Room 204 Layout" illustration attached.)
 - iv. Provide 168 appropriate length patch cables to connect the racks. Patch cords shall be new, factory made and meeting UL/ETL standards. Verified with molded strain relief and no snag connector.
 - v. Telecomm room 204 will be connected from Telecomm room 245 via fiber. (See 3.A.i above)
- F. Data and Telephone Drops for offices and classrooms
- i. All offices data "d" drop will terminate at a provided and installed Cisco Catalyst 3750G-24PS switch (or functional equivalent). (Terminate at closest Telecomm room)
 - ii. Data drop will be indicated by a "d" in yellow box and voice will be indicated by a "v" in a yellow box. The number one in a yellow box indicates one data drop at that location.
 - iii. All "v" voice in the classrooms that are listed will be terminated to the provided Cisco Catalyst 3750G-24PS (or functional equivalent) in Data Center room 160 on the first floor.
 - iv. Classrooms 214, 230, 228, and 212 will terminate in Room 204. Classrooms 215, 231, 232, 223 will terminate in Telecomm room 245.

Note: All switches that are bid must be layer 2 or layer 3 with power over Ethernet, and must be compatible and work properly with existing Cisco equipment on campus. All fiber must be high quality with SC connectors.

4. Warranty

- A. The materials and workmanship provided by the contractor for the installation of the horizontal and fiber cabling shall be fully warranted from the manufacturer.
- B. Warranties offered by manufacturer of any active hardware quoted shall be passed along to the owner.
- C. Special consideration will be given to extended manufacturers' warranties beyond the minimum required by the state.

5. Bid Format

- A. A complete breakdown of materials and labor is required with each bid. A separate bid shall be provided for each section, i.e. wiring, fiber, hardware, and labor.
- B. On quote form, list Item, Quantity, Item #, Description, Unit Price, and Ext. Price. Make Quantity and Description understandable as possible.
- C. A time schedule of proposed installation must be submitted at time of bid response. Two copies of bid response must be supplied to customer.
- D. A minimum of three customer references for similar size projects, including name, contact, address, phone number, statement of work performed and size of job must be supplied with the bid response. References listed must be for work performed within the last two (2) years and in service for a minimum of 6 months.
- E. A certificate of insurance showing coverage of Commercial General Liability, Automobile Liability, Workers' Compensation, and Employers' Liability, Property Insurance and Bonded information (if applicable) must be supplied with bid response.
- F. A copy of manufacturer training certifications must be provided with the bid response to allow the state to determine the experience of the company and technicians. Provide contact name and phone number to verify that the certificates remain valid and are in good standing. Provide photo ID (government issued) for each installer.
- G. Include and executive overview outlining your understanding of work to be performed. Include details of your plan to implement each part of the installation.
- H. Submittals- Provide literature sheets with bid providing performance specifications for each product on materials list. Customer's designated representative will allow no deviation from submitted products without prior approval.
- I. Schedule: Submit a GANTT Chart or equivalent with a schedule of installation of equipment and cabling. Indicate delivery, installation, and testing for conformance to specific job completion dates. As a minimum, dates are to be provided for installation start date, completion of station cabling, completion of riser cabling, completion of testing and labeling, cutover, completion of final punch list.
- J. Modifications will be made by Vendor with state approval as necessary due to constructional changes from the construction drawings (See Building H, First Floor and Second Floor drawings, attached). Vendor will need to be very flexible on installation schedule as the building is still under the control of the general contractor. Vendor will need to coordinate with the general contractor on building access.

Legend:

Patch Panels and Devices in racks are designated with LETTERS

Racks are designated with NUMBERS

Devices include the device type

No designation is made if there is only one rack in the closet

First Floor -
110

room-jack #	Patch Panel Identity	PP Jack #	Switch Identity	switch port	COMMENT
101-1	1-A	1	3750	1	
101-2	1-A	2	3750	2	
103-1	1-A	3	3750	3	
103-2	1-A	4	3750	4	
104-1	1-A	5	3750	5	
104-2	1-A	6	3750	6	
107-1	1-A	7	3750	7	
107-2	1-A	8	3750	8	
118-1	1-B	9	2960	1	
118-2	1-B	10	2960	2	
122-1	1-A	11	3750	9	
122-2	1-A	12	3750	10	
122-3	1-A	13	3750	11	
122-4	1-A	14	3750	12	
128-1	1-A	15	3750	13	
128-2	1-A	16	3750	14	
129-1	1-A	17	3750	15	
129-2	1-A	18	3750	16	
108-1	1-A	19	3750	17	
108-2	1-A	20	3750	18	
109-1	1-A	21	3750	19	
109-2	1-A	22	3750	20	
Hallway-1	1-A	23	3750	21	West End Hall IP Camera

Above is at West end of corridor 174 intersection

Legend:

Patch Panels and Devices in racks are designated with LETTERS

Racks are designated with NUMBERS

Devices include the device type

No designation is made if there is only one rack in the closet

First Floor -137

room-jack #	Patch Panel Identity	PP Jack #	Switch Identity	switch port
140-1	1-A	1	2-2960-A	1
140-2	1-A	2	2-2960-A	2
140-3	1-A	3	2-2960-A	3
140-4	1-A	4	2-2960-A	4
Continue pattern until #140-30 below				
140-30	1-B	30	2-2960-A	30
141-1	1-B	1	2-2960-B	1
141-2	1-B	2	2-2960-B	2
141-3	1-B	3	2-2960-B	3
141-4	1-B	4	2-2960-B	4
Continue pattern until #141-30 below				
141-30	1-B	30	2-2960-B	30
143-1	1-C	1	2-2960-B	1
143-2	1-C	2	2-2960-B	2
143-3	1-C	3	2-2960-B	3
143-4	1-C	4	2-2960-B	4
Continue pattern until #143-30 below				
143-30	1-C	30	2-2960-C	30
room-jack #	Patch Panel Identity	PP Jack #	Switch Identity	switch port
144-1	1-D	1	2-2960-C	1

144-2	1-D	2	2-2960-C	2
144-3	1-D	3	2-2960-C	3
144-4	1-D	4	2-2960-C	4
Continue pattern until #144-30 below				
144-30	1-D	30	2-2960-C	30
130-1	1-A	31	2-2960-A	31
130-2	1-A	32	2-2960-A	32
130-3	1-A	33	2-2960-A	33
130-4	1-A	34	2-2960-A	34
131-1	1-B	31	2-2960-B	31
131-2	1-B	32	2-2960-B	32
131-3	1-B	33	2-2960-B	33
131-4	1-B	34	2-2960-B	34

First Floor - 137

room-jack #	Patch Panel Identity	PP Jack #	Switch Identity	switch port
132-1	1-C	31	2-2960-C	31
132-2	1-C	32	2-2960-C	32
132-3	1-C	33	2-2960-C	33
132-4	1-C	34	2-2960-C	34
133-1	1-D	31	2-2960-D	31
133-2	1-D	32	2-2960-D	32
133-3	1-D	33	2-2960-D	33
133-4	1-D	34	2-2960-D	34

Legend:

Patch Panels and Devices in racks are designated with LETTERS

Racks are designated with NUMBERS

Devices include the device type

No designation is made if there is only one rack in the closet

First Floor - 160

room-jack #	Patch Panel Identity	PP Jack #	Switch Identity	switch port
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169-1	1-C	1	2-2960-C	1
169-2	1-C	2	2-2960-C	2
169-3	1-C	3	2-2960-C	3
169-4	1-C	4	2-2960-C	4

Continue same pattern until #169-40
below

169-40	1-C	40	2-2960-C	40
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170-1	4-B	1	3-2960-B	1
170-2	4-B	2	3-2960-B	2
170-3	4-B	3	3-2960-B	3
170-4	4-B	4	3-2960-B	4

Continue same pattern until #170-40
below

170-40	4-B	40	3-2960-B	40
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171-1	4-C	1	3-2960-C	1
171-2	4-C	2	3-2960-C	2
171-3	4-C	3	3-2960-C	3
172-4	4-C	4	3-2960-C	4

Continue same pattern until #172-40
below

172-40	4-C	40	3-2960-C	40
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152-1	1-B	1	2-2960-B	1
152-2	1-B	2	2-2960-B	2
152-3	1-B	3	2-2960-B	3
152-4	1-B	4	2-2960-B	4

153-1	1-A	1	2-3750-A	1
153-2	1-A	2	2-3750-A	2

154-1	1-A	3	2-3750-A	3
154-2	1-A	4	2-3750-A	4

134-1	1-A	5	2-3750-A	5
134-2	1-A	6	2-3750-A	6

135-1	1-A	7	2-3750-A	7
135-2	1-A	8	2-3750-A	8

First Floor - 160

room-jack #	Patch Panel Identity	PP Jack #	Switch Identity	switch port
138-1	1-A	9	2-3750-A	9

138-2	1-A	10	2-3750-A	10
138-3	1-A	11	2-3750-A	11
159-1 (W Wall)	1-A	12	2-3750-A	12
159-2	1-B	5	2-2960-B	5
159-3	1-B	6	2-2960-B	6
159-4	1-B	7	2-2960-B	7
160-1	1-B	8	2-2960-B	8
160-2	1-B	9	2-2960-B	9
160-3	1-B	10	2-2960-B	10
160-4	1-B	11	2-2960-B	11
161-1	1-A	13	2-3750-A	13
161-2	1-A	14	2-3750-A	14
162-1	1-A	15	2-3750-A	15
164-1	1-A	16	2-3750-A	16
164-2	1-A	17	2-3750-A	17
166-1	1-A	18	2-3750-A	18
166-2	1-A	19	2-3750-A	19
167-1	1-A	20	2-3750-A	20
167-2	1-A	21	2-3750-A	21
168-1	1-A	22	2-3750-A	22
168-2	1-A	23	2-3750-A	23
Hallway-2	1-A	24	2-3750-A	24
Above is at East end of corridor 174 intersection				East Hallway IP Cam

Legend:

Patch Panels and Devices in racks are designated with LETTERS

Racks are designated with NUMBERS

Devices include the device type

No designation is made if there is only one rack in the closet

Second Floor - 204

room-jack #	Patch Panel Identity	PP Jack #	Switch Identity	switch port	COMMENT
202-1	1-A	1	2-3750-A	1	
202-2	1-A	2	2-3750-A	2	
206-1	1-A	3	2-3750-A	3	
206-2	1-A	4	2-3750-A	4	
208-1	1-A	5	2-3750-A	5	
208-2	1-A	6	2-3750-A	6	
209-1	1-A	7	2-3750-A	7	
209-2	1-A	8	2-3750-A	8	
Hallway-3	1-A	9	2-3750-A	9	West End IP Cam
Above is at West end of corridor 224 Intersection					
211-1	1-D	33	2-2960-D	33	
211-2	1-D	34	2-2960-D	34	
212-1	1-B	1	2-2960-B	1	
212-2	1-B	2	2-2960-B	2	
212-3	1-B	3	2-2960-B	3	
212-4	1-B	4	2-2960-B	4	
Continue pattern until #212-30 below					
212-30	1-B	30	2-2960-B	30	
214-1	1-B	31	2-2960-B	31	
214-2	1-B	32	2-2960-B	32	
214-3	1-B	33	2-2960-B	33	
214-4	1-B	34	2-2960-B	34	
Continue pattern until #214-14 below					
214-14	1-B	44	2-2960-B	44	
214-15	1-C	1	2-2960-B	1	
214-16	1-C	2	2-2960-C	2	
214-17	1-C	3	2-2960-C	3	
214-18	1-C	4	2-2960-C	4	
Continue pattern until #214-30 below					
214-30	1-C	16	2-2960-C	16	

Second Floor - 204

room-jack #	Patch Panel Identity	PP Jack #	Switch Identity	switch port	COMMENT
228-1	1-C	17	2-2960-C	17	
228-2	1-C	18	2-2960-C	18	
228-3	1-C	19	2-2960-C	19	
228-4	1-C	20	2-2960-C	20	
Continue pattern until #228-28 below					
228-28	1-C	44	2-2960-C	44	
228-29	1-D	1	2-2960-D	1	
228-30	1-D	2	2-2960-D	2	
230-1	1-D	3	2-2960-D	3	
230-2	1-D	4	2-2960-D	4	
230-3	1-D	5	2-2960-D	5	
230-4	1-D	6	2-2960-D	6	
Continue pattern until #230-30 below					
230-30	1-D	32	2-2960-D	32	

Legend:

Patch Panels and Devices in racks are designated with LETTERS

Racks are designated with NUMBERS

Devices include the device type

No designation is made if there is only one rack in the closet

Second Floor - 245

room-jack #	Patch Panel Identity	PP Jack #	Switch Identity	switch port	COMMENT
237-1	1-B	31	2-2960-B	31	
237-2		32	2-2960-B	32	
247-1	1-B	33	2-2960-B	33	
247-2	1-B	34	2-2960-B	34	
239-1	1-A	1	2-3750-A	1	

239-2	1-A	2	2-3750-A	2	
240-1	1-B	35	2-2960-B	35	
240-2	1-B	36	2-2960-B	36	
242-1	1-A	3	2-3750-A	3	
242-2	1-A	4	2-3750-A	4	
244-1	1-A	5	2-3750-A	5	
244-2	1-A	6	2-3750-A	6	
Hallway-4	1-A	7	2-3750-A	7	East End IP Cam
Above is at East end of corridor 227 intersection					
223-1	1-C	31	2-2960-C	31	
223-2	1-C	32	2-2960-C	32	
223-3	1-C	33	2-2960-C	33	
223-4	1-C	34	2-2960-C	34	
231-1	1-B	1	2-2960-B	1	
231-2	1-B	2	2-2960-B	2	
231-3	1-B	3	2-2960-B	3	
231-4	1-B	4	2-2960-B	4	
Continue same pattern until #231-30 below					
231-30	1-B	30	2-2960-B	30	

Second Floor - 245

room-jack #	Patch Panel Identity	PP Jack #	Switch Identity	switch port	COMMENT
232-1	1-C	1	2-2960-C	1	
232-2	1-C	2	2-2960-C	2	
232-3	1-C	3	2-2960-C	3	
232-4	1-C	4	2-2960-C	4	
Continue same pattern until #232-30 below					
232-30	1-C	30	2-2960-C	30	
217-1	1-A	8	2-3750-A	8	

217-2	1-A	9	2-3750-A	9
218-1	1-A	10	2-3750-A	10
218-2	1-A	11	2-3750-A	11
219-1	1-A	12	2-3750-A	12
219-2	1-A	13	2-3750-A	13
221-1	1-A	14	2-3750-A	14
221-2	1-A	15	2-3750-A	15
222-1	1-A	16	2-3750-A	16
222-2	1-A	17	2-3750-A	17
215-1	1-C	35	2-2960-C	35
215-2	1-C	36	2-2960-C	36
215-3	1-C	37	2-2960-C	37
215-4	1-C	38	2-2960-C	38

Section II. Bidding Information

A. Instructions to Vendors

Additional acronyms, definitions and abbreviations may be included in the text of the RFP.

- 1) Proposals submitted electronically, or via facsimile (FAX) machine will not be accepted.
- 2) EXECUTION: Failure to sign under EXECUTION section will render proposal invalid.
- 3) TIME FOR CONSIDERATION: Unless otherwise indicated on the first page of this document, Vendor's offer must be valid for 90 days from the date of proposal opening
- 4) FAILURE TO MEET PROPOSAL REQUIREMENTS: While it is not anticipated that the awarded Vendor will fail to meet the proposal requirements, if such should occur, the right is reserved to further evaluate the responses to this RFP and then to recommend an award to the next Vendor response that represents the best interest of the State.
- 5) PROMPT PAYMENT DISCOUNTS: Vendors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
- 6) MISCELLANEOUS: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
- 7) VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available through our Internet web site:
<http://www.its.state.nc.us/ITProcurement/>
- 8) ORGANIZATION: Vendors are directed to carefully review Section VI herein and fully comply with the content and organizational requirements therein.

- 9) **E-PROCUREMENT:** **This is an e-procurement solicitation.** See paragraph #46 of the attached Information Technology Terms and Conditions for Goods and Related Services (paragraph #47 does not apply and has been deleted.) The Terms and Conditions made part of this solicitation contain language necessary for the implementation of North Carolina's statewide e-procurement initiative. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By signature, the Vendor acknowledges acceptance of all terms and conditions including those related to e-procurement.
- a. General information on the e-procurement service can be found at <http://www2.eprocurement.ncgov.com>
 - b. Within two days after notification of award of a contract, vendor must register in NC E-Procurement @ Your Service.
 - c. As of the RFP submittal date, the Vendor must be current on all e-Procurement fees. If the Vendor is not current on all e-Procurement fees, the State may disqualify the Vendor from participation in this RFP.

B. General Conditions for Proposals

Definitions, Acronyms and Abbreviations. Generally, see 9 NCAC 06A.0102 for definitions. The following are additional defined terms:

- a) **The State:** Is the State of North Carolina, and its Agencies.
 - b) **ITS:** Office of Information Technology Services.
 - c) **Goods:** Includes intangibles such as computer software; provided, however that this definition does not modify the definition of "goods" in the context of N.C.G.S. §25-2-105 (UCC definition of goods).
 - b) **Vendor:** Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
 - c) **Open Market Contract:** A contract for the purchase of goods or services not covered by a term, technical, or convenience contract.
 - d) **24x7:** A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
 - e) **Reasonable, Necessary or Proper:** as used herein shall be interpreted solely by the State of North Carolina.
 - f) **RFP:** Request for Proposal
- 2) Read and Review. It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements and the State's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State's contact person listed on the front page of the solicitation. Questions and clarifications must be submitted in writing and may be submitted by personal delivery, letter, fax or e-mail within the time period identified hereinabove.
- 3) Vendor Responsibility. The Vendor(s) will be responsible for investigating and recommending the most effective and efficient technical configuration. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of their ability that the recommended approach is not short lived. Several approaches may exist for hardware configurations, other products and any software. The Vendor(s) must provide a justification for their proposed hardware, product and software solution(s) along with costs thereof. Vendors are encouraged to present explanations of benefits and merits of their proposed solutions together with any accompanying services, maintenance, warranties, value added services or other criteria identified herein.
- 4) Oral Explanations. The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the Agency contact or procurement officer named on Page 2 above may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.

- 5) Insufficiency of References to Other Data. **Only information that is received in response to this RFP will be evaluated.** Reference to information previously submitted or Internet Website Addresses (URLs) will not suffice as a response to this solicitation.
- 6) Conflict of Interest. Applicable standards may include: N.C.G.S. §§ 147-33.100, 14-234, 133-32. The Vendor shall not knowingly employ, during the period of this contract, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing services involving, or similar to, the scope and nature of this solicitation or the resulting contract.
- 7) Effective Date. This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing Vendor for goods provided nor services rendered prior to the appropriate signatures and the arrival of the effective date of the Contract. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.
- 8) Recycling and Source Reduction. It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the purchasers at the Statewide IT Procurement Office those products or packaging they offer which have recycled content and that are recyclable.
- 9) Historically Underutilized Businesses. Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at: <http://www.doa.state.nc.us/doa/hub/>
- 10) Clarifications/Interpretations. Any and all amendments or revisions to this document shall be made by written addendum from the IT Procurement Office. Vendors may call the purchasing agent listed on the first page of this document to obtain a verbal status of contract award. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
- 11) Rights Reserved. While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:
- a) waive any formality;
 - b) amend the solicitation;
 - c) cancel or terminate this RFP;
 - d) reject any or all proposals received in response to this document;
 - e) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
 - f) if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;
 - g) not award, or if awarded, terminate any contract if the State determines adequate State funds are not available; or
 - h) if all responses are deficient, determine whether Wavier of Competition criteria may be satisfied, and if so, negotiate with one or more Vendors.
- 12) Alternate Bids. Vendor may submit alternate bids for various levels of service(s) or products meeting specifications. Alternate bids must specifically identify the RFP requirements and advantage(s) addressed by the

alternate bid. Any alternate proposals must be clearly marked with the legend as shown herein. Each proposal must be for a specific set of services or products and bid at specific pricing. If a Vendor chooses to respond with various service or product offerings, each must be bid with a different price and a separate proposal response. Vendors may also provide multiple proposals for software or systems coupled with support and maintenance options, provided, however, all proposals must satisfy the specifications.

Alternate bids must be clearly marked
“Alternate bid for ‘name of Vendor’”

and numbered sequentially with the first bid if separate proposals are submitted.

This legend must be in bold type of not less than 14-point type on the face of the bid, and on the text of the alternative proposal.

- 13) Co-Vendors. Vendors may submit offers as partnerships or other business entities. Such partners or other “co-Vendors”, if any, shall disclose their relationship fully to the State. The State shall not be obligated to contract with more than one Vendor. Any requirements for references, financial statements or similar reference materials shall mean all such partners or co-Vendors.
- 14) Submitting a Proposal. Each Vendor submitting a proposal warrants and represents that:
 - a) The proposal is based upon an understanding of the specifications and requirements described in this RFP.
 - b) Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their proposals.
- 15) All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and Vendor resulting from this RFP process.
- 16) A proposal may not be unilaterally modified by the Vendor for a 90 day period following the delivery of the proposal, or of any best and final offer.

C. Evaluation Process

- 1) "Best Value" procurement means the selection of a Vendor by determining which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor. The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's proposal; the Vendor's past performance; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" Information Technology procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.
- 2) Source selection. A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award the contract to the Vendor providing the Best Value, and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against other non-price factors.
 - a) The evaluation methodology shall be consistent with 9 NCAC 06B.0302, or the corresponding section of any future NC Administrative Code, and this section.

- b) The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to New Bern, North Carolina, to discuss technical and contractual aspects of the proposal.
 - c) Evaluation Process Explanation. State Agency employees will evaluate all proposals. All proposals will be initially classified as being responsive or non-responsive. If a proposal is found non-responsive, it will not be considered further. All responsive proposals will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Proposal shall have specific page numbers and sections stated in the reference.
 - d) To be eligible for consideration, a Vendor must meet the intent of all mandatory requirements. Compliance with the intent of all requirements will be determined by the State. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Further, a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
 - e) Vendors are advised that ITS is not obligated to ask for, or accept after the closing date for receipt of proposal, data that is essential for a complete and thorough evaluation of the proposal.
- 3) Best and Final Offers (BAFO). If negotiations or subsequent offers are solicited, the Vendors shall provide BAFOs in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State may establish a competitive range based upon evaluations of proposals, and request BAFOs from the Vendors within this range; e.g. "Finalist Vendors". The State will evaluate BAFOs and add any additional points to the Vendors' respective scores. Points awarded from oral presentations and product demonstrations during negotiations, if any, will be added to the previously assigned points to attain final scores.

4) Evaluation Criteria

Each proposal that meets the bid requirements sought in Section I will be evaluated on a scale of 1 -100 based on the following criteria:

Installation Schedule – 35%

Strength of references of similar size projects – 35%

Cost – 30%

- 5) The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsibility	Date
Issue of RFP	Statewide IT	12/11/2007
Pre-Proposal Conference	Craven CC	12/17/2007
Deadline To Submit Initial Questions	Potential Vendors	12/14/2007
Response to Written Questions/RFP Amendments (estimated)	Statewide IT	12/19/2007
Submission of Proposal	Vendors	01/08/2008
Proposal Evaluation (estimate only)	Evaluation Committee	01/25/2008
Negotiations (optional, if needed)	Evaluation Committee/Vendors	TBD

Action	Responsibility	Date
Best and Final Offers from Finalists (optional)	Vendors	TBD
Contract Award (estimate only)	Statewide IT	02/15/2008
Protest Deadline	Vendors	15 days after award

- 6) **Award Of Contract.** Qualified proposals will be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by GS §143-135.9 and applicable administrative rules. The responsible Vendor whose proposal is most advantageous to the State, taking into consideration the evaluation factors herein, will be recommended for contract award. Unless otherwise specified by the State or the Vendor, the State reserves the right to accept any item or group of items on a multi-item proposal.
- 7) ITS has implemented links to the Interactive Purchasing System (IPS) that allow the public to retrieve proposal award information electronically from our Internet web site: <http://www.ips.state.nc.us/ips/pubmain.asp>. Click on the IPS BIDS icon, click on Search for BID, enter the Agency prefix-proposal number (ITS-003702), and then search. This information may not be available for several weeks dependant upon the complexity of the acquisition and the length of time to complete the evaluation process.
- 8) **Protest Procedures:** Protests of awards exceeding \$25,000 in value must be submitted to the issuing Agency at the address given on the first page of this document. Protests must be received in this office within 15 calendar days from the date of the contract award and provide specific reasons and any supporting documentation for the protest. **All protests will be governed by Title 9, Office of Information Technology Services, Subchapter 06B Sections .1009 - .1029.**

Section III. Technical Specifications

- 1) **Architecture.** The North Carolina Statewide Technical Architecture is located at the following website: (<http://www.ncsta.gov/>). This provides a series of domain documents describing objectives, principles and best practices for the development, implementation, and integration of business systems. Agencies and Vendors should refer to these Architecture documents when implementing enterprise applications and/or infrastructure.
- 2) **Equivalent Items.** Whenever a material, article or piece of equipment is identified in the specification(s) by reference to a manufacturer's or Vendor's name, trade name, catalog number or similar identifier, it is intended to establish a standard, unless otherwise specifically stated as a brand specific requirement (no substitute items will be allowed). Any material, article or piece of equipment of other manufacturers or Vendors shall perform to the standard of the item named. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to the State and if not destroyed in the evaluation process, may be returned to the Vendor at the Vendor's expense.
- 3) All bids shall include specifications and technical literature sufficient to allow the State to determine that the equipment meets all requirements. This technical literature will be the primary source for bid evaluation. If a requirement is not addressed in the technical literature it must be supported by additional documentation and included with the bid. Bid responses without sufficient technical documentation may be rejected.
- 4) The State may, in its sole discretion, investigate any substitute or equivalent goods irrespective of any representation made by a Vendor or manufacturer.
- 5) **Specifications:** Any deviation from specifications indicated herein must be clearly identified as an exception and listed on a separate page labeled "Exceptions to Specification"; otherwise, it will be considered that items offered

are in strict compliance with these specifications, and Vendor will be held responsible. Any deviations shall be explained in detail. **The Vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable. Offers of alternative or equivalent goods may be rejected; and if offered, must be supported by independent documentary verification of equivalence to the specified goods.**

- 6) Technical Specifications. Means, as used herein, a specification that documents the requirements of a system or system component. It typically includes functional requirements, performance requirements, interface requirements, design requirements, development standards, maintenance standards, or similar terms. Compliance with technical specifications is mandatory

Section IV. Cost Proposal

A complete breakdown of materials and labor is required with each bid. Each bid should be detailed in separate sections for 1. Wiring, 2. Fiber, 3. Hardware, and 4. Labor.

Each section of proposal should list Item, Quantity, Item Number, Description, Unit Price, and Extended Price. Please make Quantity and Description given as understandable as possible.

Vendors who propose an Alternative cost response must submit a separate document labeled “ALTERNATIVE COST RESPONSE”.

Section V. Other Requirements and Special Terms

- 1) **VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.:** In accordance with Executive Order #60, the Vendor must detail in the bid response, the manner in which it intends to utilize resources or workers. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor’s proposal. The Vendor shall provide the following for any proposal or actual utilization or contract performance:
 - a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract and whether any of this work will be performed outside the United States
 - b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors
 - c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a state contract outside of the United States
 - d) Any Vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided

Section VI. Proposal Content and Organization

- 1) This section should contain all relevant and material information relating to the Vendor’s organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the services and/or provide the goods described in this RFP. If any relevant and material information is not provided, the offer may be rejected from consideration and evaluation. Proposals will be considered and evaluated based upon the Vendor’s full completion and response to the following, and any additional requirements herein, or stated in a separate Exhibit.
- 2) Information and Descriptive Literature. Vendor must furnish all information requested; and if response spaces are provided in this document, the Vendor shall furnish said information in the spaces provided. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or

complete specifications covering the products offered. References to literature submitted with a previous proposal will not satisfy this provision. Proposals that do not comply with these requirements may be rejected.

- 3) Proposal Content. Demonstrate compliance with all mandatory conditions, requirements and terms of performance.
 - a) Clearly state your understanding of the problem(s) presented by this RFP.
 - i) Response to mandatory and desired technical specifications
 - ii) Cost proposal
 - b) Detailed description of Vendor's firm must include all of the following:
 - i) Full name, Federal Tax identification number, address, and telephone number of the organization;
 - ii) Date established;
 - iii) Background of firm;
 - iv) Ownership (public company, partnership, subsidiary, etc.);
 - v) If incorporated, state of incorporation must be included.
- 4) Any errata or exceptions must be stated on a separate page, labeled "Errata and/or Exceptions" with references to the corresponding terms or provisions of the Solicitation.
- 5) Proposal Format. The proposals should be organized in the exact order in which the requirements and/or desirable performance criteria are presented in the RFP. The Execution page of this RFP must be placed at the front of the Proposal. Each page should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirement and the specific page of the response in the Vendor's proposal. All proposals should be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.
- 6) Vendors are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the proposal and subsequent evaluation process:
 - a) Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
 - b) The response should be complete and comprehensive with a corresponding emphasis on being concise and clear.
- 7) Proposal Organization: The proposal should be organized and indexed in the following format and should contain, at a minimum, all listed items in the sequence indicated.
 - a) Letter of Transmittal - Each proposal must be accompanied by a letter of transmittal that provides the following information:
 - i) Identify the submitting organization;
 - ii) Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized by the organization to contractually obligate the organization;
 - iii) Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized to negotiate the contract on behalf of the organization;
 - iv) Identify the names, titles, telephone and fax number, along with an e-mail address of the person to be contacted for clarification;
 - v) Acknowledge receipt of any and all amendments to this RFP.
 - b) Table of Contents
 - c) (Optional) Proposal Summary. A proposal summary may be included by Vendors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Vendor's proposal
 - d) Response to Technical Specifications

- e) Response to Business Specifications
 - f) Completed Cost Response Form
 - g) Financial Statement
 - h) Conflict of Interest:
 - i. Provide a statement that no assistance in preparing the response was received from any current or former employee of the State of North Carolina whose duties relate(d) to this RFP, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP;
 - ii. State if the Vendor or any employee of the Vendor is related by blood or marriage to an Agency employee or resides with an Agency employee. If there are such relationships, list the names and relationships of said parties. Include the position and responsibilities within the Vendor's organization of such Vendor employees; and
 - iii. State the employing State Agency, individual's title at that State Agency, and termination date.
 - i) Vendor's Additional Terms and Conditions
 - j) Errata and Exceptions, if any
 - k) Copy of Vendor's License and Maintenance Agreements
 - l) Other Supporting Material Including Technical System Documentation
 - m) Training and Other Materials, Samples or Examples
 - n) Within each section of their proposal, Vendors should address the items in the order in which they appear in this RFP. Forms, if any provided in the RFP, must be completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must be presented with the cost response.
- 8) Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.
- 9) Vendors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.
- 10) Value Added Services. Vendors are encouraged to provide descriptions of any Value Added Services. Any value added services may be presented as included in the base costs of the bid, or in alternative proposals if clearly marked as such with the phrase "alternate bid for 'name of' Vendor" and numbered sequentially with the first bid. This legend must be in bold type of not less than 14-point type on the face of the bid, and on the text of the alternative proposal. Value Added Services may comprise one or more services identified in a Statement of Work, if any, or other offerings of the Vendor. The State is not obligated to accept or request any such services. For each such service offered by Vendor, describe the service in a separate response section titled "Value Added Services" illustrating the additional value of the service to the State within the proposal submitted.

Section VII. Contractual Terms and Conditions

Definitions: As used herein;

State shall mean the State of North Carolina, the Office of Information Technology Services as an Agency or in its capacity as the Award Authority.

Purchasing State Agency or Agency shall mean the Agency purchasing the goods or services.

1) Standards: Manufactured items and/or fabricated assemblies comprising Deliverables shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution, if applicable. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender to the State only those Deliverables that have been inspected and found to conform to the requirements of this Contract. All manufactured items and/or fabricated assemblies comprising Deliverables are subject to operation, certification or inspection, and accessibility requirements as required by:

- State or federal Regulation,
 - The Chief Information Officer's (CIO) policy or regulation, or
 - Acceptance with appropriate standards of operations or uses of said Deliverables as may be shown by identification markings or other means of the appropriate certifying standards organization.
- a) **Site Preparation:** Vendors shall provide the Purchasing State Agency complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed shall operate properly and efficiently within the site environment. The Vendor shall advise the State of any site requirements for any Deliverables required by the State's specifications. Any alterations or modification in site preparation which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the State, shall be made at the expense of the Vendor.
 - b) **Goods Return:** Deliverables and any other goods or materials furnished by the Vendor to fulfill technical requirements shall be in good working order and be maintained in good working order by Vendor for the duration of the Contract; unless otherwise provided in a separate maintenance agreement or in the Solicitation Documents. Deliverables failing to meet the State's technical requirements shall be considered non-conforming goods and subject to return to the Vendor for replacement at the State's option, and at the Vendor's expense. The State is responsible for the return costs related to the termination of a Contract, including deinstallation, and freight to destinations within the Continental United States; except in the case of default by the Vendor or delivery of non-conforming goods by Vendor. Shipping or freight charges, if any, paid by the State for non-conforming goods will be reimbursed to the State.
 - c) **Specifications:** The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute products, goods or Deliverables. Alternate or substitute products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.
- 2) Warranties:** Vendor shall assign all applicable third party warranties for Deliverables to the Purchasing State Agency.
- 3) Personnel:** Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Agency Contract Administrator. Any desired substitution shall be noticed to the Agency's Contract Administrator accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the Agency may request acceptable substitute personnel or terminate the contract services provided by such personnel.
- 4) Subcontracting:** The Vendor may subcontract the performance of required services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the contract; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.
- 5) Vendor's Representation:** Vendor warrants that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under this Contract. Vendor will serve as the prime Vendor under this Contract. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

6) Software License (for internal embedded software, firmware and unless otherwise provided in the State's solicitation document, or in an attachment hereto): Deliverables comprising goods, equipment or products (hardware) may contain software for internal operation, or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media, such as floppy diskettes or CD-ROM, or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Vendor grants the State a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State shall have a worldwide, nonexclusive, non-sublicensable license to use such software and/or documentation for its internal use. The State may make and install copies of the software to support the authorized level of use. Provided, however that if the hardware is inoperable, the software may be copied for temporary use on other hardware. The State shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. The State may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this Paragraph shall terminate immediately upon the State's discontinuance of the use of the equipment on which the software is installed. The software may be transferred to another party only with the transfer of the hardware. If the hardware is transferred, the State shall i) destroy all software copies made by the State, ii) deliver the original or any replacement copies of the software to the transferee, and iii) notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. The State shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.

7) Maintenance/Support Services: Unless otherwise provided in the State's solicitation document, or in an attachment hereto, for the first year and all subsequent Contract years, Vendor agrees to provide the following services for the current version and one previous version of any Software provided with the Deliverables, commencing upon installation of the Deliverables or delivery of the Software:

- a) Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), Vendor shall use reasonable efforts to correct or provide a working solution for the problem. The State shall comply with all reasonable instructions or requests of Vendor in attempts to correct an error or defect in the Program. Vendor and the State shall act promptly and in a reasonably timely manner in communicating error or problem logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or affect maintenance services under this Paragraph.
- b) Vendor shall notify the State of any material errors or defects in the Deliverables known, or made known to Vendor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect, results. Vendor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
- c) Updates. Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Changes") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Updates shall be a part of the Program and Documentation and, as such, be governed by the provisions of this Contract.
- d) Telephone Assistance. Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 6:00 AM - 6:00 PM Eastern Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four hours, for calls made at any time.

8) Travel Expenses: Vendor may be reimbursed for travel expenses arising under the performance of this Contract at the out-of-state rates set forth in GS §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing services under this Contract.

9) Governmental Restrictions: In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract. The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best

efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate this Contract and compensate Vendor for sums due under the Contract.

10) Prohibition Against Contingent Fees and Gratuities: Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) or Vendor(s) as permitted by 9 NCAC 06B.1009(f), 06B.1030, or other provision of law.

11) Availability of Funds: Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in this Contract. If this Contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Contract or Purchase Order. If the term of this Contract extends into fiscal years, subsequent to that in which it is approved, such continuation of the Contract is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in the Contract. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Contract is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under this Contract, terminate any services supplied to the Agency under this Contract, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and services accepted prior to the date of the aforesaid notice in conformance with the payment terms.

12) Payment Terms: Payment terms are Net 30 days after receipt of correct invoice or acceptance of the Deliverables, whichever is later; unless a period of more than 30 days is required by the Agency. The Purchasing State Agency is responsible for all payments under the Contract. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 et. seq. of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than 30 days and approval by the State or Agency, the Agency may:

- a) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
- b) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however
- c) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.

13) Acceptance Criteria: In the event acceptance of Deliverables is not described in additional Contract documents, the State shall have the obligation to notify Vendor, in writing ten calendar days following installation of any Deliverable described in the Contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverables fail to meet any specifications or acceptance criteria the State may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in North Carolina. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverables or non-compliance with the specifications was not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure the defect or replace the Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price. When Deliverables are rejected, the Vendor must remove the rejected Deliverables from the premises of the State Agency within seven (7) calendar days of notification, unless otherwise agreed by the State Agency. Rejected items may be regarded as abandoned if not removed by Vendor as provided herein.

14) Equal Employment Opportunity: Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.

15) Inspection at Vendor's Site: The State reserves the right to inspect, during Vendor's regular business hours at a reasonable time, upon notice of not less than two (2) weeks, and at its own expense, the prospective Deliverables comprising equipment or other tangible goods, or the plant or other physical facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary or proper to ensure conformance with the specifications/requirements and their adequacy and suitability for the proper and effective performance of the Contract.

16) Advertising/Press Release: The Vendor absolutely shall not publicly disseminate any information concerning the Contract without prior written approval from the State or its Agent. For the purpose of this provision of the Contract, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.

17) Confidentiality: In accordance with 9 NCAC 06B.0207 and 06B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1 et. seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL**". By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. ***However, under no circumstances shall price information be designated as confidential.*** The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law.

a) Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction or erasure.

b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in NCGS §132-1 et. seq. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Office of Information Technology Services or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.

c) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.

18) Deliverables: Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder. Deliverables are the property of the State of North Carolina and must be kept confidential or returned to the Agency, to ITS procurement, or destroyed as required by the State. Proprietary Vendor materials licensed to the State shall be identified to the State by Vendor prior to use or provision of services hereunder and shall remain the property of the Vendor. Embedded software or firmware shall not be a severable Deliverable. The State's solicitation document may supplement or substitute this definition and the

requirements set forth in this Paragraph. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software. All Software source and object code is the property of Licensor and is licensed nonexclusively to the State, at no additional license fee, pursuant to the terms of the software license contained herein, and in the Supplemental Terms and Conditions for Software and Services or the License Agreement if incorporated in the Solicitation Documents.

19) Late Delivery, Back Order: Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure substitute Deliverables or services.

20) Patent, Copyright, and Trade Secret Protection:

- a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor Technology"). To the extent that any Vendor Technology is contained in any of the Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's purposes.
- b) Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.
- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the services or Deliverables supplied by the Vendor, or the operation of such Deliverables pursuant to a current version of Vendor-supplied software, infringes a United States patent, or copyright or violates a trade secret. The Vendor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Should any services or software supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a United States patent, copyright, or a trade secret, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the goods/hardware or software, or to replace or modify the same to become noninfringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or software by the State shall be prevented by injunction, the Vendor agrees to take back such goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Vendor under this Contract impractical, the State shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back such Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.
- e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

21) Access to Persons and Records: Pursuant to N.C. General Statute 147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other Agency of the State of North Carolina pursuant to the performance of this Contract or to costs charged

to this Contract. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Contract. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.

22) Assignment: Vendor may not assign this Contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Contract. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.

23) Insurance Coverage: During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract ; and
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
- c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and
- d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

24) Dispute Resolution: The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

25) Default: In the event any Deliverable furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract specifications, notice of the failure is provided by the State and the failure is not cured within ten (10) days, or Vendor fails to meet the requirements of Paragraph 13) herein, the State may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 28) and 29) and the obligation to informally resolve disputes as provided in Paragraph 24) of these Terms and Conditions. Default may be cause for debarment as provided in 09 NCAC 06B.1030. The State reserves the right to require performance guaranties pursuant to 09 NCAC 06B.1031 from the Vendor without expense to the State. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- a) If Vendor fails to deliver Deliverables within the time required by this Contract, the State may provide written notice of said failure to Vendor, and by such notice require payment of a penalty.
- b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences due to the State's failure. Vendor will use

reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's bid documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

c) Vendor shall provide a plan to cure any default if requested by the State. The plan shall state the nature of the default, the time required for cure, any mitigating factors causing or tending to cause the default, and such other information as the Vendor may deem necessary or proper to provide.

26) Waiver of Default: Waiver by either party of any default or breach by the other Party shall not be deemed a waiver or any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in a writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to this Contract pursuant to Paragraph 30)b) hereinbelow.

27) Termination: Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

a) The parties may mutually terminate this Contract by written agreement at any time.

b) The State may terminate this Contract, in whole or in part, pursuant to Paragraph 25), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:

i) Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 28) and 29) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Contract; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.

ii) Termination For Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving 30 days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

28) Limitation of Vendor's Liability:

a) Where Deliverables are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables.

b) The Vendor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to two times the value of the Contract. Provided, however, that the State's Solicitation Documents or the Supplemental Terms and Conditions for Software or Services, if any, may increase Vendor's maximum liability for damages, but in no event shall the maximum liability for damages be less than the total value of the Contract.

c) The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Vendor's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.

29) Vendor's Liability for Injury to Persons or Damage to Property:

a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to

delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.

b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors, in the performance of this Contract.

c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Vendor's goods.

30) General Indemnity: The Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract. The foregoing indemnification and defense by the Vendor shall be conditioned upon the following:

a) The Agency shall give Vendor written notice within thirty (30) days after it has actual knowledge of any such claim(s) or action(s) filed; and

b) The Vendor shall have the sole control of the defense of any such claim(s) or action(s) filed and of all negotiations relating to settlement or compromise thereof, provided, however, that the Agency or State shall have the option to participate at their own expense in the defense of such claim(s) or action(s) filed.

31) Changes: This Contract and subsequent purchase order(s) is awarded subject to shipment of quantities, qualities, and prices indicated by the order or Contract, and all conditions and instructions of the Contract or proposal on which it is based. Any changes made to this Contract or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Deliverables or services delivered without a purchase order from the Agency or State Award Authority.

32) Reserved

33) Time is of the Essence. Time is of the essence in the performance of this Contract.

34) Date and Time Warranty: The Vendor warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.

35) Independent Contractors: Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. This Contract shall not operate as a joint venture, partnership, trust, agency or any other business relationship.

36) Transportation: Transportation of Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

37) Notices: Any notices required under this Contract should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.

38) Titles and Headings: Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

39) Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 31) herein.

40) Taxes: The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may

be provided to Vendor by Agencies, as applicable, during the term of this Contract. Applicable State or local sales taxes shall be invoiced as a separate item.

41) Governing Laws, Jurisdiction, and Venue:

a) This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.

b) Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent the Contract entails both the supply of "goods" and "services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.

42) Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

43) Compliance with Laws: The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

44) Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

45) Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

46) Electronic Procurement (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document): Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

a) **The successful Vendor(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the Statewide E-Procurement Service.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

b) Vendor, or its authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Vendor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the

Vendor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

47) Reserved

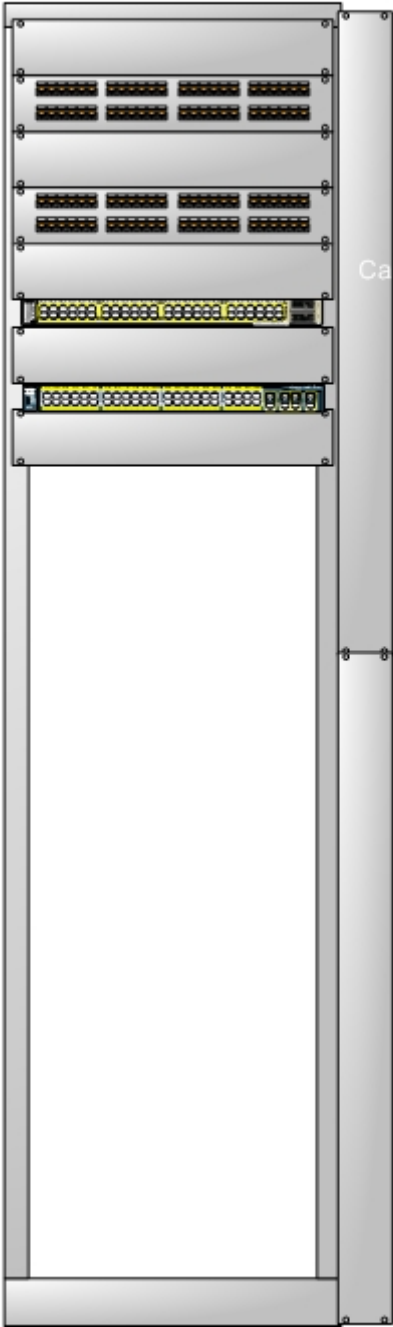
Section VII. Attachments or Exhibits

In the event any rack illustration below varies from the specifications above in the body of this RFP, such above specifications shall govern.

IDF Room 110

Layout

(Cable Management on Rack)



IDF Room 110

Hardware Specs

45 U

2 U

2 U

2 U

2 U

2 U

2 U

2 U

Cable Tray

24 PP

Cable Tray

48 PP

Cable Tray

WS-C3750G-24-PS

Cable Tray

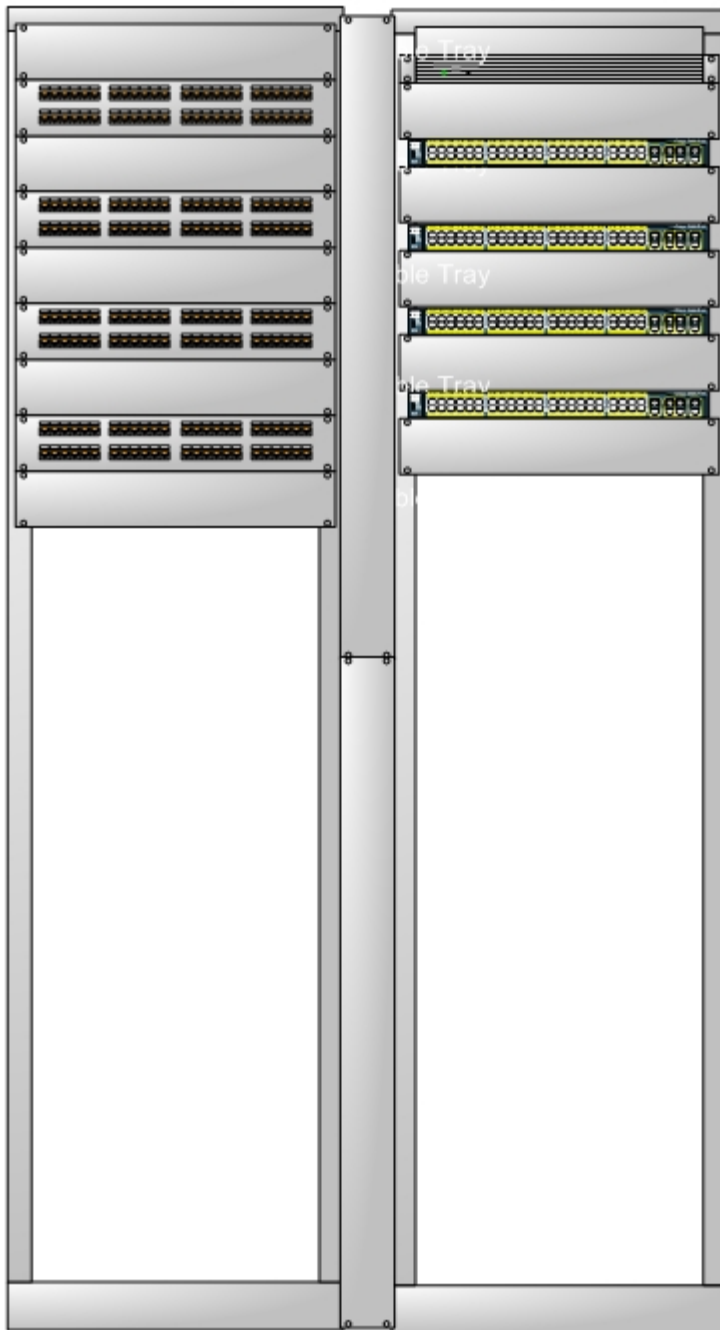
WS-C2960G-48TC-L

Cable Tray

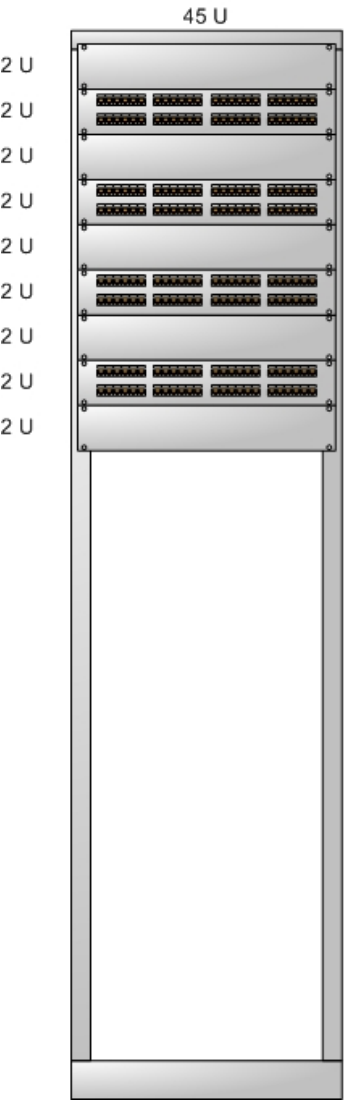
IDF Room 137

Layout

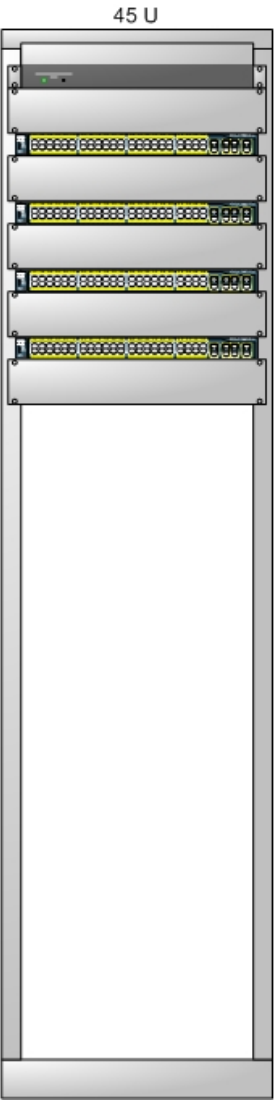
(Cable Management between PP Racks and Switch Racks)



IDF Room 137 Hardware Specs



Cable Tray
48 PP 1-A
Cable Tray
48 PP 1-B
Cable Tray
48 PP 1-C
Cable Tray
48 PP 1-D
Cable Tray

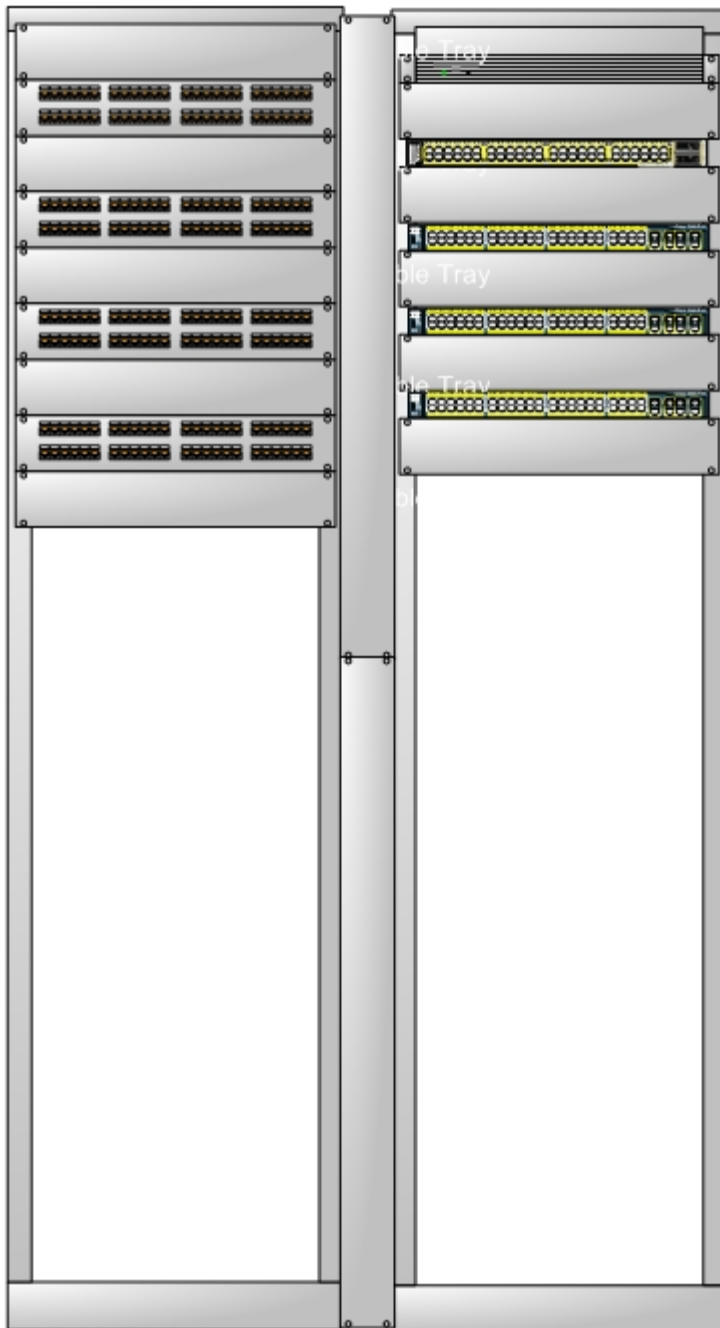


Fiber Tray
Cable Tray
WS-C2960G-48TC-L
Cable Tray
WS-C2960G-48TC-L
Cable Tray
WS-C2960G-48TC-L
Cable Tray

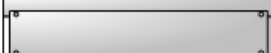
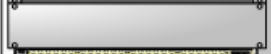
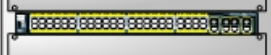
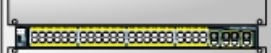
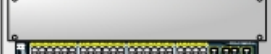
IDF Room 204

Layout

(Cable Management between PP Racks and Switch Racks)



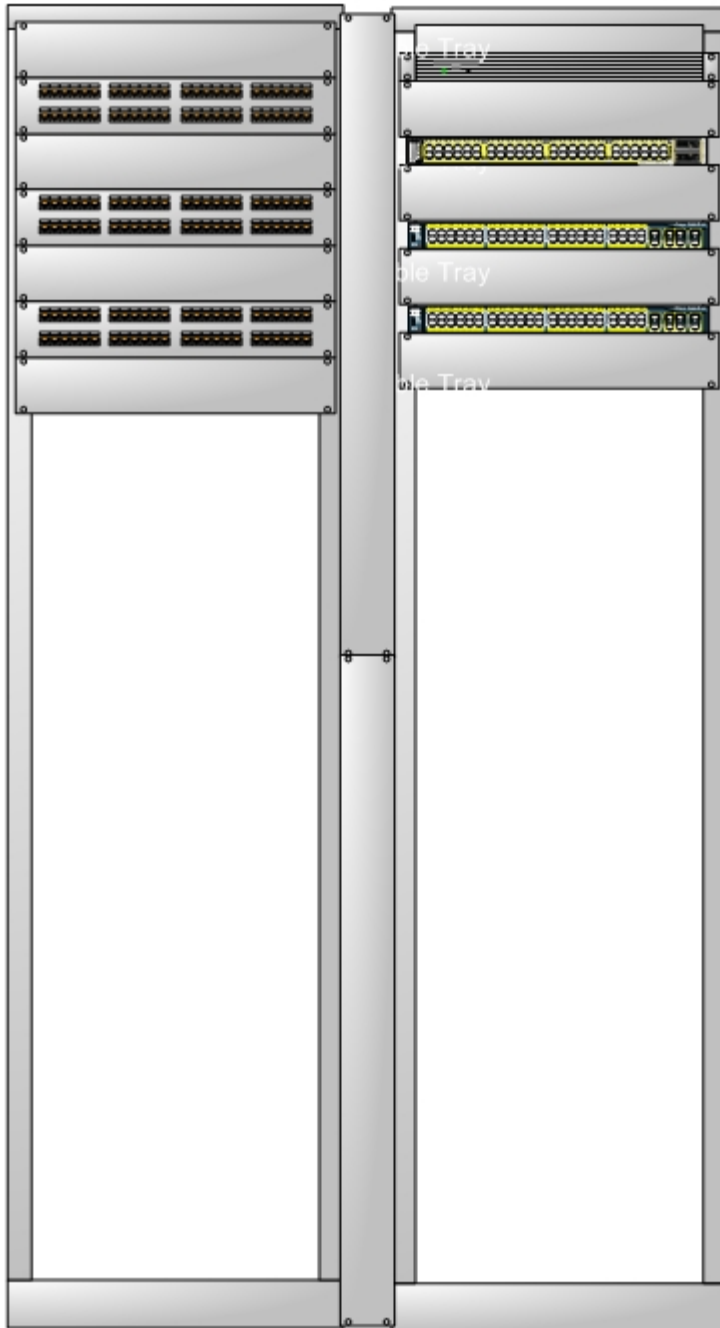
IDF Room 204 Hardware Specs

45 U			45 U		
2 U		Cable Tray	2 U		Fiber Tray
2 U		24 PP 1-A	2 U		Cable Tray
2 U		Cable Tray	2-A		WS-C3750G-24-PS
2 U		48 PP 1-B	2 U		Cable Tray
2 U		Cable Tray	2-B		WS-C2960G-48TC-L
2 U		48 PP 1-C	2 U		Cable Tray
2 U		Cable Tray	2-C		WS-C2960G-48TC-L
2 U		48PP 1-D	2 U		Cable Tray
2 U		Cable Tray	2-D		WS-C2960G-48TC-L
2 U			2 U		Cable Tray

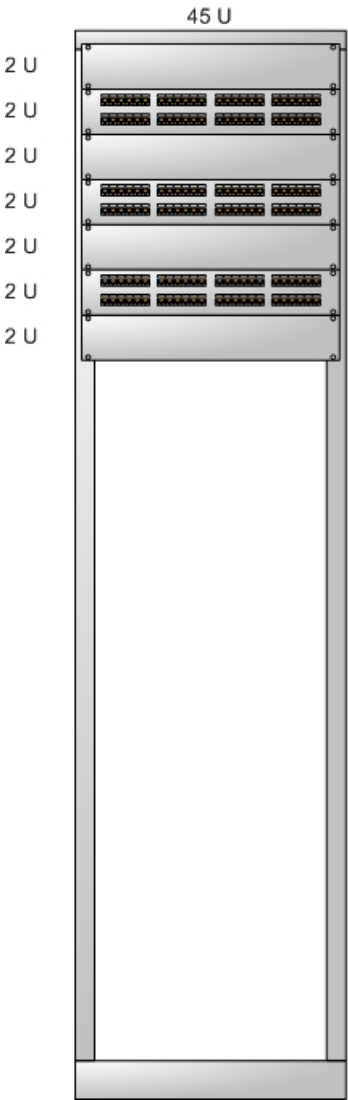
IDF Room 245

Layout

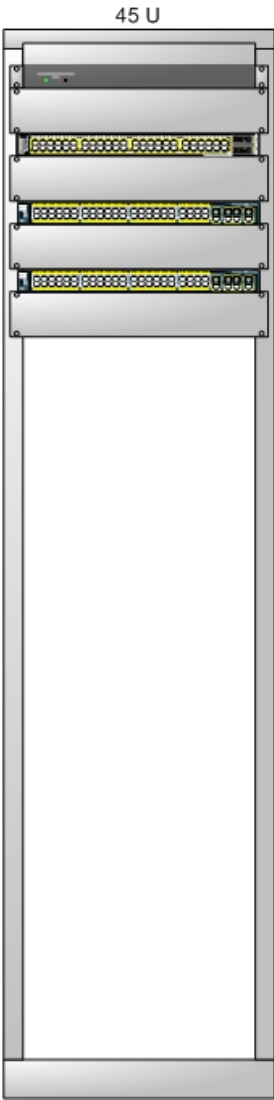
(Cable Management between PP Racks and Switch Racks)



IDF Room 245
Hardware Specs



Cable Tray
24 PP 1-A
Cable Tray
48 PP 1-B
Cable Tray
48 PP 1-C
Cable Tray



2 U
2 U
2-A
2 U
2-B
2 U
2-C
2 U
Fiber Tray
Cable Tray
WS-C3750G-24-PS
Cable Tray
WS-C2960G-48TC-L
Cable Tray
WS-C2960G-48TC-L
Cable Tray
WS-C2960G-48TC-L

Data Center MDF Room 160

Physical Layout

(Cable Management between PP Racks and Switch Racks)



(Hardware Specs)



Bldg H – First Floor

