

# Solicitation RFQ 07487

## Ethernet Network Switches



City of San Jose

## Bid RFQ 07487 Ethernet Network Switches

**Bid Number** RFQ 07487  
**Bid Title** Ethernet Network Switches

**Bid Start Date** May 2, 2008 4:55:50 PM PDT  
**Bid End Date** May 23, 2008 4:00:00 PM PDT  
**Question & Answer End Date** May 14, 2008 4:00:00 PM PDT

**Bid Contact** Maria L Contreras-Tanori  
 408-535-7099  
 maria.contreras-tanori@sanjoseca.gov

**Contract Duration** 90 days  
**Contract Renewal** Not Applicable  
**Prices Good for** 90 days

**Bid Comments** The City of San José is accepting quotes for Managed Field & Aggregate (Local & Regional) Ethernet Switches per attached specifications.

Requests for equivalent product must be submitted for pre-approval by Questions deadline.

Basis of Award: Price Determinative

Freight and/or shipping charges shall be at no cost to the City "FOB Destination prepaid" unless specified as separate line item on bid.

Please specify leadtime for shipment: \_\_\_\_\_ days After Receipt of Order (ARO).

### Item Response Form

**Item** RFQ 07487-1-01 - Managed Field Ethernet Switch (for Edge devices)  
**Quantity** 17 each  
**Unit Price**   
**Manufacturer/Brand**   
**Model**   
**Leadtime: \_\_\_\_\_ days ARO**   
**Delivery Location** City of San Jose  
CSJ Dept of Transportation  
 200 E Santa Clara St. 8th Fl  
 San Jose CA 95113  
 Qty 17

**Description**  
 RuggedCom RuggedSwitch RS900 Ethernet Switches or equivalent. See attached specifications and RFQ Instructions 2.b regarding equivalent products.

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|                             |                                                                                                                     |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------|
| Item                        | RFQ 07487-1-02 - Managed Field Aggregate "Local" Ethernet Switches                                                  |
| Quantity                    | 3 each                                                                                                              |
| Unit Price                  | <input type="text"/>                                                                                                |
| Manufacturer/Brand          | <input type="text"/>                                                                                                |
| Model                       | <input type="text"/>                                                                                                |
| Leadtime: _____ days<br>ARO | <input type="text"/>                                                                                                |
| Delivery Location           | City of San Jose<br><u>CSJ Dept of Transportation</u><br>200 E Santa Clara St. 8th Fl<br>San Jose CA 95113<br>Qty 3 |

Description  
RuggedCom RuggedSwitch RS2100 or equivalent. See attached specifications and RFQ Instructions 2.b regarding equivalent products.

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|                             |                                                                                                                     |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------|
| Item                        | RFQ 07487-1-03 - Managed Field Aggregate "Regional" Ethernet Switch                                                 |
| Quantity                    | 1 each                                                                                                              |
| Unit Price                  | <input type="text"/>                                                                                                |
| Manufacturer/Brand          | <input type="text"/>                                                                                                |
| Model                       | <input type="text"/>                                                                                                |
| Leadtime: _____ days<br>ARO | <input type="text"/>                                                                                                |
| Delivery Location           | City of San Jose<br><u>CSJ Dept of Transportation</u><br>200 E Santa Clara St. 8th Fl<br>San Jose CA 95113<br>Qty 1 |

Description  
Rugged Com RuggedSwitch RS2100 or equivalent. See attached specifications and RFQ Instruction 2.b regarding equivalent products.

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|                             |                                                                                                                     |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------|
| Item                        | RFQ 07487-1-04 - Shipping (if applicable)                                                                           |
| Quantity                    | 1 each                                                                                                              |
| Unit Price                  | <input type="text"/>                                                                                                |
| Manufacturer/Brand          | <input type="text"/>                                                                                                |
| Model                       | <input type="text"/>                                                                                                |
| Leadtime: _____ days<br>ARO | <input type="text"/>                                                                                                |
| Delivery Location           | City of San Jose<br><u>CSJ Dept of Transportation</u><br>200 E Santa Clara St. 8th Fl<br>San Jose CA 95113<br>Qty 1 |

Description  
Provide shipping if not included.

## Environmentally Preferable Procurement Program (EP<sup>3</sup>)

Please complete the following information regarding the product and/or service offered. The City is interested in understanding positive environmental attributes as outlined below.

| Product or Service Environmental Profile:                                                                                       | Yes                      | No                       | Detailed Product/Service Information |
|---------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------------------|
| 1. Are the Products offered certified by independent certification programs such as Energy Star, Green Seal, EcoLogo, or EPEAT? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="text"/>                 |
| 2. Do the Products contain recycled material content?                                                                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="text"/>                 |
| 3. Do the Products offered reduce energy consumption?                                                                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="text"/>                 |
| 4. Do the Products offered reduce toxicity, including emissions?                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="text"/>                 |
| 5. Do the Products offered reduce water consumption?                                                                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="text"/>                 |
| 6. Do the Products offered reduce waste?                                                                                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="text"/>                 |

### Background

The City of San José has adopted an Environmentally Preferable Procurement (“EPP”) Policy. The goal is to encourage the procurement of products and services that help to minimize the environmental impact resulting from the use and disposal of these products. These products include, but are not limited to, those that contain recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed.

The City’s Finance Department encourages the use of products that minimize adverse environmental and health effects and take into consideration both the costs associated with the full product life cycles.

### What Is Environmentally Preferable Procurement (EPP)?

Environmentally Preferable Procurement (EPP) is a process for selecting products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. In the simplest terms, EPP means adding environmental considerations to purchasing decisions along with such traditional factors as performance, price, health, and safety. EPP considerations include:

- Ø durability
- Ø energy and water efficiency
- Ø remanufactured parts and recycled content
- Ø ability to reuse or recycle
- Ø existence of harmful or dangerous chemicals.

The EPP process builds on these single attributes and encourages purchasers to examine multiple attributes such as energy efficiency **and** recycled content **and** toxicity **and** the use of renewable resources **and** other environmental attributes. The mix of attributes will depend on the specific product or service being evaluated.

**City of San José**  
**Request for Contracting Preference for Local and Small Businesses**

**Suppliers Note:** You do not need to complete this form if you are submitting an electronic response to a City solicitation (Request for Quotation, Request for Bid, Request for Proposal) on the RFPDepot system, completed the City of San José Supplemental Qualifications, and checked the appropriate LBE/SBE check-boxes on the Supplemental Qualifications. Contact RFPDepot directly at 1-800-990-9339, if you have any questions in completing this information.

**You do need to print and complete this form, if you are submitting a paper response to a City solicitation and want to be considered for the preference.**

Chapter 4.12 of the San José Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials, equipment, services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise\* or Small Business Enterprise\*\* and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San José Business Tax Certificate License and have an office in Santa Clara County with at least one employee.

If you qualify as an LBE you may also qualify as a Small Business Enterprise (SBE) if the total number of employees (*regardless of where they are located*) of your firm is 35 or fewer. With respect to quotes, bids, or proposals submitted by partnerships or joint ventures, the number of employees for purposes of qualifying as a SBE shall be determined by the total number of employees of each of the members of the partnership or joint venture combined.

There are two ways in which the preference can be applied:

1) In solicitations where price is the determinative factor (*i.e. there are no other factors being considered in the selection process*) the preference is in the form of a credit applied to the **dollar value** of the response submitted. For example, a non-local vendor submits a response to a City solicitation of \$200 per item and a LBE submits a response of \$204 per item. The LBE receives a 2.5% credit on the response, which equals approximately \$5 and thus the LBE will win the award because the response is evaluated as if it had been submitted as \$199.

2) In solicitations where there are a variety of factors evaluated to determine which response best meets the City's needs, a qualified LBE will be given 5% and a qualified SBE will be given an additional 5% of the total points in the scoring.

**\*LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE**

In order to qualify as an LBE you must provide the following information:

**Current San José Business Tax License Number**

**Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:**

**\*SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your **entire** business --NOT just local employees, or employees working in the office address given above.

**Please state the number of employees that your Business has:**

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (*please check*):

Local Business Enterprise                      Small Business Enterprise

I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: \_\_\_\_\_, California

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Print name \_\_\_\_\_

**CITY OF SAN JOSE  
PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

1. **DEFINITIONS:** The words "Buyer" and "City" shall mean the city of San José or any department thereof.
2. **DATA AND FACILITIES:** Seller acknowledges that it has in its possession all applicable specifications and drawings, and all other documents to which reference is made herein and/or which are matched hereto, and all such data are adequate to enable Seller fairly to determine its ability to perform the work called for herein at the price and in accordance with the schedule set forth: Seller represents that it now has or can readily procure without assistance of Buyer all facilities, machinery and equipment necessary for the performance of this purchase order.
3. **PACKING AND SHIPPING:** Deliveries shall be made as specified without charge for boxing, crating, carting or storage unless otherwise specified, and articles shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather or transportation. Articles shall be described on bills of lading in accordance with current Motor Freight or Uniform Freight Classification, whichever is applicable. Buyer's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by Buyer shall be shipped in separate boxes or containers for each destination at no extra charge.
4. **CONTRACT:** This purchase order constitutes Buyer's offer to Seller and shall become a binding contract upon the terms and conditions set forth herein upon acceptance by Seller either by acknowledgement or commencement or performance. Any terms or conditions (including price and delivery dates) proposed by Seller in accepting Buyer's offer, which are inconsistent with or in addition to the terms and conditions herein set forth, shall be void and of no effect unless and to the extent expressly accepted by Buyer in writing.
5. **TAXES:** Seller shall separately state on all invoice any taxes imposed by federal or state government applicable to furnishing of the articles; provided, however where a tax exemption is available, such tax shall be subtracted from the total price and identified. Municipalities are exempt from federal excise and transportation taxes, except for the excise tax on gasoline. Except for the excise tax on gasoline, total prices quoted are to exclude federal taxes. Exemption certificates will be furnished upon request. Unless otherwise indicated, prices quoted will be considered to exclude state and city sales or use tax, which is payable by Buyer.
6. **PRICES:** Seller represents that prices quoted to or paid by Buyer shall not exceed current prices charged to any other customer of Seller for items which are the same or substantially similar to the articles, taking into account the quality of the articles, and Seller will forthwith refund any amounts paid by Buyer in excess of such price.
7. **PAYMENT:** Payment shall not be due until completion of order unless City agrees in writing to other terms and conditions. No payment shall represent a waiver of city's right to inspect for defects.
8. **CASH DISCOUNT:** THE DATE USED AS THE BASIS FOR CASH DISCOUNT CALCULATION IS THE DATE THE ORDER IS COMPLETED OR THE DATE AN ACCEPTABLE INVOICE IS RECEIVED, WHICHEVER IS LATER.
9. **WARRANTY:** Seller warrants that all articles will conform to applicable specifications, drawings,

descriptions and samples, and will be merchantable, of good workmanship and material, and free from defect. Unless manufactured pursuant to detailed design furnished by Buyer, Seller assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by Buyer. Seller's warranties, together with its service guarantees, shall run to Buyer and its users of the articles and shall not be deemed to be exclusive. Buyer's inspections, approval, acceptance, use of or payment for all or any part of the articles shall in no way affect its warranty rights whether or not a breach of warranty had become or should have become evident at the time.

- 10. DEFAULT:** Buyer may, by written notice to Seller, cancel for default this purchase order, in whole or from time to time in part: (i) if Seller fails to deliver the articles or to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time; (ii) if the articles delivered do not conform to contractual requirements or if Seller fails to perform any of the other provisions of this purchase order, or so fails to make progress as to endanger performance of this purchase order in accordance with its term; or (iii) if the Seller becomes insolvent or commits an act of bankruptcy. If this purchase order is cancelled for default, Buyer, in addition to all other rights afforded by law for Seller's breach of contract, shall have the right to charge Seller the amount by which the costs of fabricating or procuring the articles cancelled from another source exceed the prices specified herein, and Buyer may set off any such charge against any amounts which may become payable to Seller under this purchase order or otherwise. Upon such cancellation Seller will deliver to Buyer any of the articles, parts or materials, for which Buyer shall make written request at or after cancellation and Buyer will pay Seller the fair value of any such property so requested and delivered. Notwithstanding Buyer's right to cancel this purchase order for delay in delivery, Seller shall not be liable to Buyer for any damages therefore: (i) Seller's delay is due to causes beyond its control, and without its fault or negligence, provided Seller promptly notifies buyer of the conditions causing delay or, (ii) Seller's delay is caused by the default of a subcontractor or supplier, but only if such default arises out of causes beyond the control of both Seller and subcontractor or supplier and without the fault or negligence of either of them, and the articles or services to be furnished by the Seller were not obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule.
- 11. CHANGES:** Buyer shall have the right by written notice to change the extent of the work covered by this purchase order, the time or place of delivery, the method of shipment or packaging, or to suspend work. The only valid change is a change order signed by the Director of Finance or Director's authorized designee. Upon receipt of any such notice, Seller shall promptly make the changes in accordance with the terms of the notice. If any such changes cause an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment shall be negotiated promptly and the purchase order modified in writing accordingly. Seller shall promptly deliver to Buyer, and in any event within thirty (30) days after receipt of such notice, a statement showing the effect of any such changes in the delivery dates and prices, such statement to be supplemented within thirty (30) days from the date thereof by detailed specification of the amount of the price adjustment and supporting cost figures. Failure of Seller to submit the statements within the above time limits shall constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.
- 12. TERMINATION:** The performance of work under this purchase order may be terminated in whole or from time to time part by Buyer. City's Director of Finance is empowered to terminate this purchase order on behalf of City.
- 13. COMPLIANCE WITH THE LAW:** Seller shall in the performance of this purchase order comply with all applicable laws and regulation of the City and of the State of California.
- 14. GOVERNING LAW:** City and Seller agree that the law governing this Agreement shall be that of the State of California.

- 15. VENUE:** In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San José, California.
- 16. ASSIGNMENT OF CONTRACT:** Sell shall not assign any of the work to be performed under this purchase order nor shall Seller subcontract for complete or substantially completed articles or major components thereof without Buyer's prior written consent. Seller may assign monies due under this purchase order. Buyer will recognize such assignment, to the extent permitted by law, if Buyer is given proper notice thereof. Any assignment shall be subject to set-off or recoupment for any present or future claim which Buyer may have against Seller.
- 17. WAIVERS:** Failure by Buyer to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this purchase, order, or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future performance shall continue in full force and effect.
- 18. NON-DISCRIMINATION:**
- a. **Prohibition on Discrimination and Preferential Treatment.**  
Contractor shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age religion, sexual orientation, disability, ethnicity or national origin.  
This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, condition, or privileges of employment, subcontracting and purchasing. Noting herein shall be interpreted as precluding any reasonable accommodation provided to any person with disability.
  - b. **Compliance Reports.**  
If directed by the Director of Office of Equality Assurance of the City, Contractor shall file, and cause any subcontractor to file, compliance reports with the Director of Office of Equality Assurance.. Compliance reports shall be in the forms and filed at such times as may be designated by the Director of Office Equality Assurance. Compliance reports shall contain such information and be supported by such data or records as any be requested by the Director of Office Equality Assurance to determine whether Contractor or its subcontractor is complying with the nondiscrimination and non-preference provision of this Agree and Chapter 4.08 of the Municipal Code.
  - c. **Failure to Comply with Nondiscrimination Provisions.**  
If the Director of Office Equality Assurance determines that the Contractor has not complied with the nondiscrimination or non-preference provisions of this Agreement, the City may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject Contractor and/or subcontractor to debarment proceedings pursuant to provisions of the San José Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San José Municipal Code and is a misdemeanor.
  - d. **Subcontracts.**  
Contractor shall include provisions 1 through 3, inclusive, in each subcontract entered into in furtherance of this Agreement so that such provisions are binding upon each of its subcontractors.

e. Waiver of nondiscrimination Provisions.

The nondiscrimination provisions of this Agreement may be waived by the Director of Office Equality Assurance, if the Director of Office Equality Assurance determines that the Contractor has its own nondiscrimination requirements or is bound in the performance of this Agreement by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the Contractor or other governmental agency are substantially the same as those imposed by the City.

- 19. GIFTS: CONTRACTOR** represents that it is familiar with the City's prohibition against the acceptance for any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code. CONTRACTOR agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this SERVICE ORDER by CONTRACTOR. In addition to any other remedies CITY may have in law or equity, CITY may terminate this SERVICE ORDER for such breach
- 20. WARRANTY AGAINST INFRINGEMENT:** If any article sold hereunder is covered, or is purported to be covered by any patent or copyright, Seller agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from and against it by any and all suits, claims, judgments and costs instituted or recovered against it by any person or persons whomsoever, on account of the purchase, use or resale of such article by city in violation or claimed violation of any rights under patent or copyright.
- 21. INDEMNITY: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND LIABILITY, INCLUDING EXPENSES, FOR INJURIES OR DEATH TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY CAUSED BY OR RESULTING SUPPLIERS OR EMPLOYEES, IN THE PERFORMANCE OF THIS PURCHASE ORDER.**

## REQUEST FOR QUOTATION (RFQ) – INSTRUCTIONS AND GENERAL PROVISIONS

### 1. SUBMITTING THE QUOTATION:

**Your response to this Request may be submitted electronically on-line or in hard copy by mail or fax. Please follow the instructions below.**

(a) **Electronic Submission.** The City of San José "CITY" prefers that quotes be submitted electronically. Suppliers must register with RFP Depot and complete the required supplier registration and the supplemental supplier qualifications that are specific to the CITY. The link to RFP Depot may be located through the City's Bidline web site at [www.sanjoseca.gov](http://www.sanjoseca.gov). Electronic quotes may be submitted through a secure mailbox until the date and time as indicated in this RFQ. It is the sole responsibility of the supplier to ensure their quote reaches RFP Depot, LLC before the closing date and time. **There is no cost to the supplier to receive or submit electronic quotes using RFP Depot.**

(b) **Hard Copy Submission.** If the supplier chooses to submit the quote directly in writing: This form must be signed in ink and delivered to CITY, 200 East Santa Clara Street, 13<sup>th</sup> floor, San José, CA 95113 or faxed to (408) 292-6480 by the due date and time. The "Request for Quotation Number" and "Due Date" must appear on the outside of the envelope or on the fax cover page. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item quoted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error and must be initialed in ink by person signing quotation. Unit price will govern, if there is an error in the extension. Faxed quotes are submitted at the sole option and risk of the supplier. Access to the Purchasing fax machine is on a "first come first served" basis and CITY does not guarantee the supplier's access to the machine at any particular time.

### 2. QUOTATION PREPARATION:

(a) The time stated as the deadline for response submittal is critical and must be adhered to as specified.

(b) Unless specifically stated as "no substitutions allowed", whenever an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by CITY. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. The CITY reserves the right to test and evaluate the product. At supplier's expense, Supplier bears sole responsibility for providing any information, test data or document required by the CITY to fully evaluate the acceptability of the "or equal." At Supplier's expense, this full evaluation may require independent testing, including destructive testing, at qualified test facilities. If the supplier lists a trade name and/or catalog number in the quote, CITY will assume the item meets the specifications unless the quote clearly states otherwise, and describes specifically how it differs from the item specified. All products are to be of new, unused condition, unless otherwise requested in this solicitation.

(c) By submitting the quotation the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, that prices quoted are correct, and the supplier agrees to comply with the terms, conditions and specifications in this document.

(d) The City may designate incomplete quotes as non-responsive.

3. **LABOR COMPLIANCE:** If Living and/or Prevailing Wage is required for this procurement, supplier shall be required to sign and submit a hardcopy of the Labor Compliance Addendum within ten days after notification of award. The addendum and all wage requirements will be included with each RFQ as applicable.
4. **INSURANCE REQUIREMENTS:** CITY's insurance requirements are included with this document. The supplier recommended for award must provide proof of insurance within ten calendar days after notice of award.

## 5. LOCAL AND SMALL BUSINESS PREFERENCE

It is the policy of the City of San José to encourage local and small business activity in accordance with Municipal Code Section 4.12.320.

(a) Suppliers responding electronically to this solicitation must register with RFP Depot and complete the "Qualifications for this Agency" under the "Steps for Placing a Bid" section of the on-line solicitation. In order to request the Preference in an on line submission, Suppliers must complete the required on-line form and submit to the City for consideration.

(b) Suppliers submitting written quotes must complete and sign the Local and Small Business Preference form attached. If this form is not properly completed and submitted with the quote, suppliers will not be granted the preference, even if the supplier would otherwise qualify.

(c) If the basis of award is price determinative (awarded to the low supplier) then the amount of the preference shall be 2.5% of cost for Local and an additional 2.5% of cost for Small.

(d) If the basis of award is points determinative ("best value") then the amount of the preference shall be 5% of total points for Local and an additional 5% of total points for Small.

6. **RFQ AMENDMENTS:** Answers to questions submitted through RFP Depot shall be considered addenda to the RFQ. All addenda and notices related to this procurement will be posted by CITY on RFP Depot. In the event this RFQ is obtained through any means other than RFP Depot, CITY will not be responsible for the completeness, accuracy, or timeliness of the final RFQ, as received by Supplier.

## 7. AWARD OF CONTRACT

(a) The results of the RFQ process may be publicly reviewed after award on RFP Depot.

(b) Suppliers will receive a notification of award via RFP Depot. At such time, suppliers may protest the award recommendation by following the protest procedure described in Section 8 of this document.

(c) The recommended winning supplier shall have ten calendar days from the notification of award to provide verification of insurance and complete and submit the Labor Compliance Addendum, if required for the RFQ. If required documentation is not received within ten calendar days after notification of award, CITY may declare the recommended winning supplier's quote non-responsive and award the purchase order to the second low or second most advantageous supplier.

(d) After receipt of all required documentation, CITY will issue a Purchase Order or Agreement for the required products and/or services. Supplier shall not provide any service,

ship product, or invoice CITY until such time that a properly executed Purchase Order or Contract has been issued by CITY. Failure to do so may result in returning product at the supplier's expense or non-payment of services provided.

(e) For price determinative solicitations, CITY may accept any item or group of items, or the overall low quote.

(f) CITY reserves the right to cancel part or the entire RFQ at any time prior to issuance of a purchase order or execution of an agreement.

(g) CITY reserves the right to reject any or all quotes or waive any informality or technicality in any quote received.

(h) Before or after the award of a contract CITY has the right to inspect the supplier's premises and all business records to determine the supplier's ability to meet contract requirements.

(i) Estimated quantities are for quoting purposes only, and not to be interpreted as a guarantee to purchase any amount.

(j) Multiple purchase orders or agreement may be awarded if CITY determines it would be in its best interest.

(k) For quotations with renewals, all renewals shall be considered as options to renew and will be exercised at the sole discretion of the City.

## **8. OBJECTIONS AND PROTESTS**

(a) Suppliers objecting to the specifications contained in the RFQ must contact the procurement officer listed in the RFQ in writing (e-mail or fax are acceptable) as soon as possible. Objections must be as specific as possible and identify the item number as well as a description and rationale for the objection.

(b) If an unsuccessful supplier wants to dispute the award recommendation, the Protest must be submitted in writing to the Chief Purchasing Officer no later than ten calendar days after announcement of the successful supplier. Protest must detail the grounds, factual basis and provide all supporting information. Protests will not be considered for disputes of quote requirements and specifications, which must be addressed in accordance with Section 8.(a) above. The Chief Purchasing Officer's decision regarding the protest is final.

(c) The address for submitting protests is:

CITY of San Jose  
200 East Santa Clara Street, 13<sup>th</sup> Floor  
San Jose, CA 95113  
Attn: Chief Purchasing Officer

**9. PROTECTED INFORMATION:** All material becomes the property of CITY. Quotes submitted may be reviewed and evaluated by any persons at the discretion of CITY.

**10. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. CITY also encourages

contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this RFQ.

- 11. ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES:** Suppliers are encouraged to offer Energy Star, Green Seal, EcoLogo, or EPEAT certified products. CITY also encourages contractors to offer products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials and reduce waste, energy usage, water utilization, and toxicity in the manufacture and use of products.
- 12. CITY BUSINESS TAX:** If the Supplier is not currently doing business in San José, the supplier shall have to pay a CITY Business License Tax prior to any commencement of work. For more information, you may contact the Business Tax Office at (408) 535-7055 to determine costs, or Web Site: <http://www.csjfinance.org/>

## Supplier Acknowledgement Page

**RFQ Number:** RFQ 07487

**RFQ Name:** Ethernet Network Switches

**Electronic Submission:** If you are submitting an on-line quotation, you must complete the required information in this form, and electronically sign the document.

**Hard Copy Submission:** If you are submitting a paper quotation, you must print this form, and complete and sign the required information.

The undersigned supplier hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices submitted in this quotation have been carefully reviewed and are submitted as correct and final. Supplier further certifies that it is authorized to make this response and agrees that it can and will furnish all products/services meeting the specifications of this Request for Quotation upon which prices are extended at the unit price offered, and upon the City's Standard Terms and Conditions.

**Supplier Name:**

**Name (signature):**

**Name (print):**

**Title:**

**Executed at: City, State**

**Date:**

**MANAGED FIELD ETHERNET SWITCH FOR EDGE DEVICES** - The selected vendor shall provide and deliver RuggedCom® RuggedSwitch™ RS900-HI-D-L2-L2-00 Ethernet Switches or equivalent product if so approved by City as defined herein. The managed field Ethernet switch for edge devices and the managed field aggregate Ethernet switch (specified in these provisions) herewithin, shall be from the same manufacturer. The managed field Ethernet switch for edge devices shall meet the following minimum requirements:

|                                    |                                                                                                                                                                                                                                               |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Network Connectors</b>          | -10/100 Mb Copper: Category 5 UTP/STP; full- or half-duplex mode, per port, individually determined. 10/100 auto-negotiating and auto-cross, (4 ports minimum)<br>-100 Mb Fiber: single-mode LC, 20Km, (2 pairs of transmit /receive minimum) |
| <b>Switch Properties</b>           |                                                                                                                                                                                                                                               |
| <b>Switching Method:</b>           | Store and Forward<br>No head of Line Blocking                                                                                                                                                                                                 |
| <b>Security</b>                    |                                                                                                                                                                                                                                               |
| <b>Password Security</b>           | Multi-level user passwords to secure against unauthorized configuration.                                                                                                                                                                      |
| <b>Remote Access Security</b>      | Controlled by the Switch Administrator at the IP address level via web and Telnet to SNMP                                                                                                                                                     |
| <b>MAC Based Port Security</b>     | Secure MAC addresses may be either entered by the system manager, or learned by the switch. Illegal MAC addresses are either dropped or disabled when Port Security is enabled. Applicable events are noted in the Event log.                 |
| <b>Port Network Access Control</b> | 802.1x to provide network access control by means of authenticating and authorizing or preventing users and devices attempting to attach to LAN ports.                                                                                        |
| <b>Management Tools</b>            |                                                                                                                                                                                                                                               |
| <b>SNMP</b>                        | -v1, v2, v3                                                                                                                                                                                                                                   |
| <b>RMON (Remote Monitoring)</b>    | Support for four groups of RMON (statistics, history, alarms, and event groups).                                                                                                                                                              |
| <b>Telnet</b>                      | Per RFC854 standards. supporting Telnet inbound and Telnet outbound, and multiple sessions                                                                                                                                                    |
| <b>Command Line Interface</b>      | Provide CLI, for the switch console port through a VT100 character terminal or equivalent emulation.                                                                                                                                          |
| <b>Software Features</b>           |                                                                                                                                                                                                                                               |
| <b>Quality of Service</b>          | IEEE 802.1p for real-time traffic                                                                                                                                                                                                             |
| <b>STP</b>                         | IEEE 802.1d                                                                                                                                                                                                                                   |
| <b>RSTP</b>                        | IEEE 802.1w                                                                                                                                                                                                                                   |

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ring-Specific Extension</b>    | Mechanism to speed up fault resolution, and allow any standard Ethernet product using standard STP and RSTP to be utilized within the topology. Extension designed to operate on a port-pair that supports a ring to reduce the fault recovery time.                                                                                                                                                                                                 |
| <b>Loss of Link Management</b>    | Mechanism used in redundant LAN topology to immediately flush the switch address buffer and relearn (within milliseconds) the MAC addresses that route packets around a fault.                                                                                                                                                                                                                                                                       |
| <b>Link Aggregation (802.3ad)</b> | Provides the ability to aggregate several Ethernet ports into one logical link with higher bandwidth. Also known as "port trunking", "port bundling", "port teaming", and "ethernet trunk".                                                                                                                                                                                                                                                          |
| <b>IGMP Snooping</b>              | Provide ability to "snoop" and "prune" snooping (Internet Group Management Protocol v1&v2) multicast traffic to prevent flooding, enabled on a per VLAN basis, detects and filters all multicast streams regardless of whether subscribers exist, supports "router-less" operation by supporting an "active" mode, and restores traffic streams immediately after an RSTP topology change.                                                           |
| <b>VLAN (802.1q)</b>              | Switch shall be configurable so that traffic can be segmented into VLANs. All nodes on the ports in a defined VLAN group shall be able to communicate with each other, and shall be secure from activity on other switch ports. Tagging information shall be used for VLANs and Quality of Service (QoS) priority identification to be distributed across multiple managed switches. Static and dynamic (with GVRP) tagged VLANs shall be supported. |
| <b>Port Settings Control</b>      | Individual ports shall be configurable (or set) to operate according to the system manager's selections. Commands for settings shall include port enable/disable, speed selection, full-or half-duplex selection, and auto-negotiation on-off selection, flow control and back pressure enable/disable.                                                                                                                                              |
| <b>Port Rate Limiting</b>         | Perform detection and port rate limiting to limit unicast and multicast traffic. Rate of broadcast packets that are permitted per port shall be able to be set.                                                                                                                                                                                                                                                                                      |

|                                  |                                                                                                                                                                                                                                                                                                           |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Broadcast Storm Filtering</b> | Provides filtering broadcast frames with a user-defined threshold.                                                                                                                                                                                                                                        |
| <b>Sntp</b>                      | Provide automatic synchronization of the switch internal clocks with other devices on the LAN, handling time-zones worldwide as well as time changes for Daylight Savings.                                                                                                                                |
| <b>Port Mirroring</b>            | Switch shall be able to be configured to mirror (i.e., monitor) any port on a specific user-designated target port.                                                                                                                                                                                       |
| <b>Event Log &amp; Alarms</b>    | System events, such as but not limited to link failure and recovery, unauthorized access, broadcast storm detection, and self-test diagnostics; shall be recorded in a non-volatile log, which will enable the system manager to track and analyze what has happened within the switch system operations. |
| <b>Power Supply</b>              |                                                                                                                                                                                                                                                                                                           |
| <b>AC Power Connector</b>        | Screw terminal block                                                                                                                                                                                                                                                                                      |
| <b>Power Input</b>               | 100 - 240 VAC, (auto ranging)                                                                                                                                                                                                                                                                             |
| <b>Power Input Frequency</b>     | 47 to 63 Hz                                                                                                                                                                                                                                                                                               |
| <b>Standards Compliance</b>      | UL Listed (UL60950)                                                                                                                                                                                                                                                                                       |
|                                  | Emissions, FCC Part 15, Class A                                                                                                                                                                                                                                                                           |
| <b>Environment</b>               |                                                                                                                                                                                                                                                                                                           |
| <b>Operating Temperature</b>     | -34°C (-30°F) to 74°C (165°F) (no fans) per National Electrical Manufacturers Association, NEMA TS-2, 1998 or newer, Section 2                                                                                                                                                                            |
| <b>Relative Humidity</b>         | 20% to 95% (non-condensing)                                                                                                                                                                                                                                                                               |
| <b>Vibration</b>                 | NEMA TS-2, 1998 or newer, Section 2                                                                                                                                                                                                                                                                       |
| <b>Mechanical Shock</b>          | NEMA TS-2, 1998 or newer, Section 2                                                                                                                                                                                                                                                                       |
| <b>Electrical Transients</b>     | NEMA TS-2, 1992 or newer, Section 2                                                                                                                                                                                                                                                                       |

The switch shall come with a minimum five-year warranty for all parts and labor.

The switch shall be supplied with the switch manufacturer DIN-rail mounting brackets.

**MANAGED FIELD AGGREGATE ETHERNET SWITCH** - The selected vendor shall provide and deliver RuggedCom® RuggedSwitch™ RS2100-F-RM-HI-HI-FL01-FL01-FL01-FL01-FG53-XXXX-XXXX-FX06-FX06-FX06 Local Ethernet Switch and RuggedCom® RuggedSwitch™ RS2100-F-RM-HI-HI-XXXX-XXXX-XXXX-XXXX-FG53-XXXX-XXXX-XXXX-XXXX-FX06 Regional Ethernet Switch or equivalent products if so approved by City as defined herein. The managed field aggregate Ethernet switch and the managed field Ethernet switch for edge devices (specified in these provisions) herewithin, shall be from the same manufacturer. The managed field aggregate Ethernet switch shall meet the requirements for the managed field Ethernet switch for edge devices and the additional following minimum requirements:

**Network Connectors**

Local Switch

-10/100 Mb Copper: Category 5 UTP/STP; full- or half-duplex mode, per port, individually determined. 10/100 auto-negotiating and auto-cross, (8 ports minimum)  
 -100 Mb Fiber: single-mode LC, 20Km, (6 pairs of transmit /receive minimum)

Regional Switch

-1000 Mb Fiber; single-mode LC, 25Km (2 pairs of transmit /receive minimum)  
 -100 Mb Fiber: single-mode LC, 20Km, (2 pairs of transmit /receive minimum)  
 -1000 Mb Fiber; single-mode LC, 25Km (2 pairs of transmit /receive minimum)

**Power Supply**

**Redundant Power**

A second redundant power supply shall be provided in the switch that matches the primary power supply.

**Mechanical**

**Size**

**Configuration**

1U in height and 19” rack-mountable Ethernet, fiber cabling, console port, and the status LED’s in the front with power connector in the rear

The switch shall come with a minimum five-year warranty for all parts and labor.

The switch shall be supplied with the switch manufacturer 19” rack-mounting brackets.

# **1 REQUEST FOR APPROVED EQUALS**

## **1.1 SUBMITTAL OF REQUEST FOR APPROVED EQUALS**

**1.1.1** The specified product, as listed in this solicitation has been determined to meet the specifications. All other products must be submitted for pre approval. Reference to brand names is descriptive only of the type and quality of the item desired, and is not intended to be restrictive but other brands shall be considered only as submitted and pre-approved.

**1.1.2** Exceptions and substitutions for products other than those specified or stated as approved equals will not be considered unless they are pre-approved by and accepted by the City.

**1.1.3** Product substitutions requiring pre-approval may be submitted to the City by submitting Attached Form – Request for Approved Equals. Each request for approved equal shall be made separately. Reproduce form as necessary.

**1.1.4** If non specified product is submitted for pre-approval, Supplier must provide detailed product information and technical specifications, including item code, quantity, brief description, manufacturers model number, descriptive literature in the form of photos/brochures or web links and all other data that establishes equivalency to technical specifications. The burden of proving hardware equality is the Supplier's responsibility.

**1.1.5** For the purposes of this proposal, an Approved Equal shall mean: Any manufacturer or product line that has been submitted for consideration as being functionally and technically "equivalent" to specified products. In order to submit a responsive quote, all such requests must be pre-approved by the City, following the process described in this document.

**1.1.6** The City will review requests for equals. An addenda will be issued stating the pre-approved equals. No specific response will be made to those requests for exceptions and deviations that are denied. No letters for further reconsideration will be accepted.

**1.1.7** Submit with your quote a copy of any Request for Approved Equals Form that has been stamped as "APPROVED" by City. Any exception to this requirement will deem the quote unresponsive.

**1.1.8** All Quotes should clearly indicate whether products included in quote are specified product or pre-approved equal. In the case of a pre-approved equal, a copy of pre-approval notification must accompany your quote. Only requests for pre approved equals submitted with this solicitation will be considered.

**REQUEST FOR APPROVED EQUALS****TECHNICAL SPECIFICATIONS—HARDWARE ITEMS****Request No.:** \_\_\_\_\_ of \_\_\_\_\_**Supplier's Name:**  
\_\_\_\_\_**Describe Request:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If additional space is needed to fully explain the request, Supplier may provide separate attachment that is clearly titled and identified to ensure each attachment is properly reviewed with the appropriate request form.

**REQUEST REFERENCE:**

Specified Item Number: \_\_\_\_\_

**MANUFACTURER:** \_\_\_\_\_  
(Manufacturer of Proposed Equal)**MODEL  
NUMBER:** \_\_\_\_\_

**ATTACHMENTS:** Attach photographs of proposed item and specifications of sufficient quality to allow comparison with specified item. Identify each attachment with Request No. listed above.

**INSPECTION:** For any proposed "Approved Equal", Supplier must provide address located within Santa Clara County where hardware may be viewed for inspection by City staff.

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(REPRODUCE THIS FORM FOR EACH REQUEST)  
BELOW THIS LINE FOR CITY USE ONLY