



CHARLOTTE

Finance - Procurement Management

Addendum # 2	Cisco Products and Services RFP # 269-2018-058
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To: All Prospective Companies

Date: September 19, 2018

Subject: Addendum # 2 – RFP # 269-2018-058 - Cisco Products and Services

Please note the specification changes/modifications below for the RFP.

Item #	Page #	Section #	Specification	Modifications and Questions
1	Cover Letter	1 st paragraph	1 st paragraph of Cover Letter	<p>Modification: The Paragraph has been modified as follows: The City of Charlotte, on behalf of itself and all local government and non-federal government agencies within Arizona, California, District of Columbia, Florida, Georgia, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, South Carolina, Tennessee, Texas, Virginia, and West Virginia is accepting Proposals for Cisco Products and Services to satisfactorily support the City, and other public agencies supported under this contract. This Request for Proposals (the "RFP") issued on behalf of the Charlotte Cooperative Purchasing Alliance (CCPA) through group purchasing clause, which provides that any county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges, and universities, both public and private), state, other government agency or nonprofit organization may purchase Cisco Products and Services through this contract. Therefore, respondents to this RFP must give due consideration to the potential market. The requirements for submitting a Proposal are stated in the following RFP. Please review them carefully.</p>
2	82	Exhibit D	Federal Contracting Requirements, Section 1 – Debarment and Suspension.	<p>Modification: The Sentence has been added at the end of the Section: The Company's completed Form 11 – Vendor Debarment Certification is incorporated herein as Form D.1 below.</p>

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3	83	Exhibit D	Federal Contracting Requirements – Section 6 – Byrd Anti-Lobbying Amendment	Modification: The following subsection has been added to this Section: d. The Company’s completed Form 12 – Byrd Anti-Lobbying Certification is incorporated herein as Form D.2 below.
4	83	Exhibit D	Federal Contracting Requirements	Modification: The following Section has been added to this Exhibit: 9. DHS Seal, Logo and Flags. The Company shall not use the Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
5	83	Exhibit D	Federal Contracting Requirements	Modification: The following Section has been added to this Exhibit: 10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.
6	83-84	Exhibit D	Federal Contracting Requirements – Remedies and Termination for Convenience and for Cause	Modification: The following Sections have been re-numbered as follows: Remedies – is numbered as Section 10. Termination for Convenience and for Cause – is numbered as Section 11.
7	84	Exhibit D	Federal Contracting Requirements	Modification: The following Section has been added to this Exhibit: 12. INDEMNIFICATION. To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “Charges” (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death,

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				<p>sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means City, any federal agency that funds all or part of this Contract, and each of the City's and such federal agency's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).</p> <p>If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.</p> <p>This Section 12 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).</p>

In order to constitute a complete proposal response you must acknowledge receipt of this addendum with the Addenda Receipt Confirmation Form in Section 6 of the RFP in your Proposal. **Any Company not acknowledging receipt of an issued addendum may not be considered.**

In the event additional changes or clarifications to this RFP are warranted, all Companies are responsible for monitoring the City's [Contract Opportunity](#) site or www.ips.state.nc.us or for additional addenda.

We appreciate your interest in doing business with the City and look forward to receiving a Proposal from your company.

Sincerely,

Tracey Keyes
Procurement Officer

cc: RFP Team
RFP File