

STATE OF COLORADO
INVITATION FOR BID (IFB)
IFB# IFB-001-RM-12

SEALED RESPONSES MUST BE MAILED OR DELIVERED TO:

Governor's Office of Information Technology (OIT)
Procurement Office
601 E 18th Ave., Suite 150
Denver, CO 80203
ATTN: Robb R. MacTavish

Per the attached specifications, terms and conditions
Complete and return this *signed* page with your bid.

COMPANY NAME: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT NAME: _____

PHONE: _____ FAX: _____

EMAIL _____

TYPED/PRINTED NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

(One copy must include an original signature)

INVOICE TERMS: _____

DELIVERY TIME (ARO): _____

PROMPT PAYMENT DISCOUNT: _____

F.E.I.N./BIDS SUBSCRIBER #: _____

BIDS REGISTRATION CURRENT? YES or NO (Vendor must be registered for BIDS at time of bid opening.)

Completion of this form is required and must be returned along with Bid response.

Submit two (2) complete copies of your bid, including bid pricing sheets, catalogs, price lists, etc.
One copy must include an original signature.

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Section 1: General Requirements

Except as modified or supplemented in the solicitation, the following provisions supplement the BIDS Solicitation Instruction and Terms and Conditions.

Bid Information and Distribution System (BIDS) and Registration

This solicitation is published using the Colorado Bid Information and Distribution System (BIDS). Offerors must be registered on BIDS in order to download solicitation documents and information (including any amendments or modifications) and to be considered responsive at the time of submission of the response. BIDS and its registration information may be linked through the State Purchasing Office link at <http://www.gssa.state.co.us>.

Vendor Agreement

The State of Colorado, Governor's Office of Information Technology is seeking bids in accordance with the following specifications, terms and conditions of this solicitation. All vendors, by submitting a bid, guarantee to the State that they understand and agree to the terms and conditions of this solicitation and that they will not default from performance by virtue of a mistake or misunderstanding. Bidders shall seek clarification from the State of any specifications, terms and/or conditions, which they determine to be unclear. The failure of a bidder to seek clarification may be deemed a waiver of any such clarification.

Vendor Requirements

All vendors are required to include their Federal Employers Identification Number (F.E.I.N.) prior to payment. If not applicable, and doing business as a private party, please provide Social Security Number. Bidders shall be registered with Colorado BIDS. The successful bidder/s shall be authorized to distribute the product for which they are bidding.

Bid Submission

It is requested that all bidders submit **two (2) complete copies** of their bid response. All bid responses shall be submitted in a sealed package.

The bid number, opening date, and opening time should be noted on the outside of the bid response envelope. If the bid package is too large to be returned in a bid envelope, a bid envelope should be affixed to the outside of the sealed bid package.

Sealed bids will be accepted until the **Bid Submission Deadline** as indicated on the Colorado BIDS website/solicitation page applicable to this solicitation, at the **Governor's Office of Information Technology (OIT), 601 E 18th Ave., Suite 150, Denver, CO, 80203**, and at that time publicly opened.

Electronic Copy

Bidders are requested to provide an additional electronic copy of their response including necessary brochures, catalogs, attachments, and other items on a CD in a universally accepted format such as Adobe .pdf or Microsoft Office in addition to the required hard copy to facilitate evaluation and processing.

Proprietary/confidential information must be submitted on a separate disk and be clearly marked as such. Documents should be single sided on recycled paper, and easy to copy/scan (no bound material, minimize use of tabs and clips, etc). Paper should be white or extremely light paper and no dark backgrounds. Enhance images for pages with a poor image quality. The original hard copy in all cases is the official record.

Inquires

All vendor inquires (questions) shall be submitted in writing, preferably by e-mail, no later than 5:00 PM MDT on August 2, 2011. Inquires may be submitted e-mail or hand delivery. All inquires should state within the subject line the solicitation number of this IFB. Emailed responses shall be sent to OITpurchasing@state.co.us.

Bid Modifications

Should OIT issue any modifications to this bid, they will be posted on the State of Colorado's "bids" web-site (www.gssa.state.co.us). Bidders will not be automatically notified of the existence of a modification. It shall be the responsibility of the bidder to check the "bids" web-site periodically to see if any modifications have been issued. Failure to retrieve such modifications, and include their provisions in your bid response, may result in your bid being disqualified. Any bid submitted as a modification to a previous bid response must be noted as such, or may be deemed as a receipt of an alternate bid, therefore being disqualified. Title does not transfer to OIT until receipt. Unless otherwise noted, pricing shall include all vendor costs and shall be quoted "F.O.B. Destination".

Order Limitations

Bidders shall specify any delivery terms, order minimums and/or delivery restrictions or conditions. The failure of the bidder to note any special condition or exception shall be deemed a waiver of any such condition or exception. Vendors are advised that any condition or exception taken to the requirements of this solicitation may be grounds for rejection of their bid as non-responsive.

Cooperative Agreements

Pursuant to 24-37.5-105(3)(i) CRS, the Governor's Office of Information Technology (OIT) will be the primary state party to the contract resulting from this procurement. All Executive Branch state agencies are included in this solicitation and any resulting award/agreement. The Legislative and Judicial branches of State government are eligible to participate. OIT will extend the resulting award and contract to Institutions of Higher Education and Local Governments.

Estimated Quantities

The amount of estimated goods/services for the term of the contract is subject to change. Estimated quantities (where provided) are estimates only, no volumes can be guaranteed.

Agreement Obligations

This solicitation including documents linked and attached, the bidder(s) response and all documents, modifications, and agreement terms and conditions will form the contract between the parties. Any additional terms and conditions and or exceptions proposed by the bidder(s) (including license agreements) must be submitted with their response in order to be considered. OIT may neither review nor accept terms and conditions submitted subsequent to the bid closing date and time.

Vendor Offset

Pursuant to C.R.S., Section 24-30-202.4 (as amended), the State Controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

F.O.B. Destination

All orders placed with the vendor must be quoted F.O.B. Destination. Include any inside delivery charges in bid price; do not include delivery charges in addition to quoted pricing.

Number of Awards

OIT intends to award one or more contracts to vendors capable of fulfilling the requirements. OIT reserves the right to limit the number of awards, make awards to bidders who submitted responses to the original solicitation but were not awarded initially, and or to re-issue the solicitation and make additional awards as necessary (i.e., default of awarded vendor).

Contract

Vendor(s) must review the attached State of Colorado Model Contract (Appendix A) and confirm that no exceptions are taken to the State's contract, or list any exceptions taken. Additional terms or conditions proposed by Vendor(s) for consideration must be referenced within the corresponding paragraph

The State will review the proposal to ensure the Vendor has not taken any exceptions to the State's contract provisions which may be deemed unacceptable, particularly the State of Colorado Special Provisions, attached to the draft contract or exceptions to stated requirements which may be deemed unacceptable in meeting the needs of the State. Any exceptions taken could result in elimination of the Vendor's proposal from further consideration, or result in delay or failure to execute a contract, whereby the State could terminate the award and commence negotiations with another Vendor(s).

Contract Management System Reporting

Beginning July 1, 2009, all Agencies/IHEs shall use CMS to track Contracts. Agencies/IHEs shall report information specified in CRS §24-102-205(3)(a) for all Personal Services Contracts with a total value of over \$100,000, except for Contracts listed in CRS §24-102-205(2). Any awarded vendor, as a result of this solicitation, shall be required to assisting in the reporting requirements of CMS.

Contract Term

The State intends to award one (1) or more contract(s) as a result of this solicitation. The resulting contract(s) shall be issued for a term of five (5) years; contract(s) may be issued as a three-year contract(s) with two (2) one-year renewals, complete five (5) year contract(s), or any other variation for a total of five (5) years. The initial period shall begin shortly after award and upon approval by the State Controller or delegate.

Invoicing

Payments shall be due 45 days following receipt of invoice.

Awarded bidder is required to perform under all applicable State laws

Section 2: Overview

Overview

The intent of this solicitation is to provide the State of Colorado with multiple enterprise agreements for the procurement of Cisco products; related installation, configuration and consultant services for complete statewide coverage. The minimum length of this agreement shall be three (3) years, with the option to extend for two (2) each one (1) year renewals.

The principal intent is to provide permissive agreement(s) for State agencies, Institutions of Higher Education and political subdivisions to buy products and related services.

The “permissive” status means that all State agencies and State institutions of higher education may utilize the price agreement for any equipment/services available on the resulting agreement(s) which will meet that agency’s or institution’s need. The successful vendor must be willing to extend the price agreement pricing, products and services available to all State agencies and political subdivisions within the State of Colorado. Examples of “political subdivisions” include, but are not limited to, city and county governments, local school districts, municipal police and fire departments and municipal correctional facilities.

All purchases as a result of this solicitation, made by an Executive Branch Agency, shall be made through the Governor’s Office of Information Technology. All other procurements shall be made, directly by the ordering entities, through individual purchase orders. All terms and conditions of this solicitation shall remain in effect for purchases made whether through Enterprise Agreement(s), OIT or individually.

All State regulations relating to the required personal services waiver for the procurement of services by State agencies shall apply (CRS 24-50-501).

Upon execution of an Enterprise Agreement(s), OIT in conjunction with the State Purchasing Office, will extend these agreements, as Price Agreement(s), to non Executive Branch Agencies and political subdivisions.

Successful Vendor Responsibilities

After award, the successful vendors shall supply one complete pricing catalog, indicating the percent of discount to the Ordering Entities. These shall include all applicable options in the catalog.

All bidders must submit documentation and information as it relates to all of the specifications contained in this IFB. All equipment bid must meet or exceed these specifications.

Third Party E-Procurement System

The State of Colorado anticipates development of a third party e-procurement system that may be used for orders placed by State agencies and institutions and political subdivisions against State Price Agreements. The Vendor agrees to negotiate in good faith with the State Purchasing Office to integrate its product/service descriptions and pricing on such a system.

Section 3: Requirements

General Requirements

1. Please describe your company's approach and intention for Cisco sales and support of the State of Colorado agencies and state public sector entities. (ie., what overall technology areas do you specialize in, what additional value-add services can you provide, how would the state and public sector entities benefit from your involvement with this contract, etc.)

Please describe:

2. Please describe your approach and offers of SERVICES related to Cisco solutions (ie., what services can you provide that would augment the solution design, implementation or support of Cisco solutions?).

Please describe:

3. Are you a certified Cisco Advanced Services re-sale partner?

Please describe:

4. Are you a certified Cisco Advisory Services re-sale partner?

Please describe:

Mandatory Requirements

1. Vendor must have a current reseller agreement with Cisco.

Please provide current reseller status:

2. Vendor must have Gold or Silver or Premier Cisco Partnership Certification. Gold or Silver or Premier certification must be maintained throughout contract period. Compliance with this requirement will be confirmed with Cisco.

Please provide current certification. Please confirm certification will be maintained during contract period:

3. Vendor must sell only "New" Cisco equipment from authorized Cisco channels. Equipment sold through this contract must be originally licensed from Cisco directly to the State of Colorado as the end-user.

Please confirm resale of only new Cisco equipment:

4. Vendor must maintain at least one (1) physical employee and office location within the State of Colorado, and that Colorado-located employee must be responsible to support the customers that would be authorized to procure from this contract.

Please provide a list of all primary business offices and personnel names that will be responsible for sales and/or technical support from this contract within the State of Colorado:

5. Vendors are required to have Cisco Certified Specializations in Pre-Sales Technical and Sales Requirements. The Vendor is required to maintain employees with a minimum of the following Cisco certifications. These employees must reside within the State of Colorado or an adjacent state bordering Colorado.

Please indicate the number of employees you have that meet these requirements, names and office locations:

- a. Cisco Sales Certification*
- b. Cisco Certified Design Associate (CCDA) or Cisco Certified Network Associate (CCNA)*
- c. Cisco Certified Design Professional (CCDP) or Cisco Certified Network Professional (CCNP)*
- d. Cisco Certified Internetwork Expert (CCIE)*

6. Vendor is expected to have at a minimum one annual meeting in person with a State of Colorado Purchasing Agent and OIT management member, and vendor local responsible employee and (1) vendor management level person to discuss past and future performance of the agreement.

Please describe how the vendor will meet this requirement:

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Section 4: Rate Sheet

(The Pricing Sheet, response to Specifications section and the Signed and Completed Invitation for Bid Cover Sheet must be returned with Sealed Bid)

To be considered responsive, bidders must complete the pricing sheet, provide a response to the Specifications section and sign the Invitation for Bid Cover Sheet and return them with the bid submitted. The due date and time for bids is listed on the Invitation for Bid Cover Sheet, late bids will not be accepted. All prices submitted must include shipping costs to any location within Colorado with no minimum order required. The State of Colorado will use a market basket analysis to determine low price.

Product	Percentage Discount off Cisco catalog base on the Cisco manufacture pricing
Routers	
Switches	
Servers	
LAN/WAN Wireless	
IP phones, control software	
CSU/DSU	
Management Software	
Security (firewalls, load balancers, etc.)	
WAN optimization appliances	
VXI/VDI terminals	
Cisco/Tandberg video conferencing end points	
Cisco/Tandberg video conferencing infrastructure components (MCU, gateway, bridges)	
Digital signage, plasma monitors	
Enterprise TV video	
Show and Share video portal/storage software	
Smart building IP gateway	
IP Cameras	
IP video surveillance control software and digital recorders	
IP radio interoperability	

Services (maintenance)	Percentage Discount off Cisco catalog base on the Cisco manufacture pricing
Maintenance 1 year	
Maintenance 3 year	

Services (training)	Percentage Discount off Cisco catalog base on the Cisco manufacture pricing
Training	

Services (product related)	Hourly Pricing
Professional Services/ Architecture Services	
Installation	

Section 5: Response Format

Bid must include a completed Signature Page, Section 3: Requirements and Section 4: Rate Sheet.

It is requested that all bidders submit **two (2) complete copies** of their bid response. All bid responses shall be submitted in a sealed package(s).

Sealed bids will be accepted until the Bid Submission Deadline as indicated on the Colorado BIDS website/solicitation page applicable to this solicitation, at the Governor's Office of Information Technology (OIT), Procurement Office, 601 E 18th Avenue, Suite 150, Denver, CO 80203, and at that time publicly opened.

Sealed bids may be submitted by mail, courier or hand-delivered. Bids submitted by mail, courier or hand-delivery should allow for additional time to obtain access into the building since it's a secure building; late bids will not be accepted. It is the responsibility of the vendor to ensure that their bid arrives prior to the date and time due, and at the address stated above.

The bid number, opening date, and opening time should be noted on the outside of the bid response envelope. If the bid package is too large to be returned in a bid envelope, a bid envelope should be affixed to the outside of the sealed bid package.

Response

Offeror shall submit response in a sealed package to the address/Purchasing Agent listed on the Signature Page of this solicitation. Solicitation Number and Bid Submission Deadline should be noted on the outside of the sealed package.

Section 6: Evaluation and Award

Evaluation and Award

All items included in this solicitation will be awarded to one (1) or more vendors. The State will be the sole judge in determining the acceptability of an offer and in determining compliance with bid specifications and comparing rate methodology.

This solicitation will be evaluated by first reviewing and rating the Mandatory Requirements and Rates (pricing). Preference will be given to bidders who provide most or all of the products/services listed within the categories. Those companies that are rated as acceptable will then be evaluated based on pricing. The State reserves the right to limit award(s).

Award shall be made with reasonable promptness, to the low responsive and responsible vendor(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid.

Failure to Render Service/Cancellation:

In the event, the successful vendor fails to render service as stated, or a quality product as described in the Vendor Requirements and/or Terms and Conditions, the State of Colorado reserves the right to cancel this contract with a ten (10) day written notification. In the case of cancellation of the contract, the State reserves the right at its sole discretion to award to another bidder, to re-bid the forms or to implement other solutions.

Rates and Award Information

OIT is seeking responses from vendors on the attached Rate Sheet. Bidders shall submit their rate information as required on the Rate Sheet. Vendors are required to use the Rate Sheet. Alterations of the rate sheet may render response as non-responsive. All rate information shall be provided according to the instructions above.

Reciprocity is mandated by statute. CRS 8-18-101 states, "When a contract for commodities or services is to be awarded to a bidder, a resident bidder...shall be allowed a preference against a nonresident bidder equal to the preference given or required by the state in which the nonresident bidder is a resident." OIT will apply this statute to the extent necessary for all solicitations posted on the B.I.D.S.

OIT reserves the right to reject all bids and re-solicit at any time prior to contract start date. OIT reserves the right to cancel this bid in its entirety at any time without penalty. All rates and notations shall be printed in ink or type written on the bid documents. Illegible bids or writing shall be deemed non-responsive and will not be evaluated. A bid with missing or inconsistent information may be considered non-responsive and may not be evaluated. Do not qualify your bid nor alter the bid format. OIT will be the sole judge in determining the acceptability of an offer. OIT also reserves the right to reject any or all bids in part or in whole and to waive technicalities as allowed in the Procurement Rules. OIT reserves the right to make multiple awards from the bid if in the best interest of the State.