



City of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, CO 81601
INVITATION TO BID BD 2012-001
COVER SHEET

Date: January 16, 2012
Bid number: BD 2012-001
Bid title: **Core Switches/Router**
Bids will be received until: February 6, 2012
4:00 p.m., local standard time
at 101 West 8th Street, City Clerk's
Office, Glenwood Springs,
Colorado 81601
Goods or services to be delivered to or performed at: **City of Glenwood Springs
Broadband Department
2301 Wulfsohn Rd.
Glenwood Springs, CO 81601**
For additional information please contact Ricky Smith: 970-384-6445
Email Address ricky.smith@cogs.us
Documents included in this package: Invitation to Bid Cover Sheet
Special Terms and Conditions
Specification and Pricing Form
Addendum to Professional Services
Agreement

If any of the documents listed above are missing from this package, they may be picked up at 101 West 8th Street, Purchasing Department, Third Floor.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety (90) calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____



City of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, CO 81601

INVITATION TO BID BD 2012-001

SPECIAL TERMS AND CONDITIONS

SCHEDULE OF ACTIVITIES: The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

January 16, 2012 & January 30, 2012	Advertise
February 1, 2012	Deadline for submitting questions
February 6, 2012	Proposal deadline
February 17, 2012	Award contract

PURPOSE OF SOLICITATION - TO PURCHASE ITEMS THROUGH A SINGLE SOLICITATION: The purpose of this Solicitation is to purchase **new or refurbished core switches/router** through a single solicitation.

TERM OF CONTRACT: This contract shall commence on the date of the Purchase Order or Notice of Award and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Solicitation have been completed and accepted by the City's authorized representative. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

TERMINATION OF CONTRACT:

- A. The City may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the City as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.
- B. The City may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the City's inability to continue with the contract due to the elimination or reduction of funding.

METHOD OF AWARD - ITEM BY ITEM: It is the intent of the City to award this Contract to the lowest responsive, responsible Vendor on an **item by item basis**. Notwithstanding, the City reserves the right to alter this method of award if such alteration results in a cost savings to the City. **Warranty shall also be a consideration for this award.**

ADJUSTMENT OF QUANTITIES: While the quantities stipulated in this Solicitation will be used by the City for purposes of determining the low Vendor meeting Specifications, it is hereby agreed and understood that the City has the right to adjust/reduce/increase the quantities ordered in conjunction with this Solicitation based on budgetary conditions.

WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM: The Vendor shall supply a copy of its written warranty certificates with its Response. If this written warranty is not provided in the Response, the Vendor may be given the opportunity to submit these certificates to the City during the Response evaluation period in its best interest. The warranty supplied by the Vendor shall remain in force for the full period identified by the Vendor, regardless of whether the Vendor is under contract with the City at the time of defect. Any payment by the City on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

CISCO EQUIPMENT MAY BE NEW OR RE-MANUFACTURED: The equipment being offered by the Vendor may represent either the newest and most recent model available or a re-manufactured model. Demonstrator models or pre-owned equipment that has been used subsequent to the re-manufacture process will not be accepted. If a re-manufactured model is offered, its warranty provisions and life expectancy must be equal to that which is offered on a new model. The City shall be the sole judge of equality or similarity and its decision shall be final in its best interest. The unit shall conform to all applicable OSHA, State of Colorado, and Federal safety requirements. All components, including but not limited to assists, wiring, accessory mounting, parts, connectors and adjustments, are to be in accordance with current SAE standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with, or exceeding, industry standards.

EQUAL PRODUCT CANNOT BE CONSIDERED – CISCO EQUIPMENT REPRESENTS STANDARD PRODUCT: Cisco will be the only products/parts manufacture that will be accepted on this Solicitation because the City has developed a Standard Products Listing which specifies a limited number of manufacturer and/or brand names. This standardization is necessary to achieve efficiencies in parts stocking, user training, and maintenance. However, the City will consider alternate models from Cisco.

ELIGIBILITY OF VENDORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Vendor's facility may be made prior to award of the contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of two years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term equipment and organization as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City. The City reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the City) in making the award in the best interest of the City.

ASSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be assigned to another vendor.

DELIVERY/COMPLETION SCHEDULE OFFERED BY VENDORS SHALL BE CONSIDERED BY THE CITY WHEN DETERMINING AWARD: This Solicitation identifies the date when products must be delivered or services completed. Accordingly, the delivery or completion date specified by the Vendors as part of their Response shall serve as a criteria for awarding this Solicitation. The City reserves the right to award to other than low Vendor when the higher Vendor provides a better delivery or completion date. It shall be understood therefore, that the City may cancel the contract for cause if the awarded Vendor fails to make delivery or complete the service within the period specified in the Vendor's Response. It shall be further understood that the City may, in its best interest, purchase the goods or services from another vendor and seek re-procurement charges from the defaulted Vendor and/or invoke liquidated damages to the extent specified in this Solicitation.

INDEMNIFICATION: The successful Vendor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall pay the costs of defense of all suits, against the City when applicable, and shall pay all costs and judgments which may issue thereon.

PRICE OFFERS SHALL BE FIXED AND FIRM: The prices offered by the Vendor shall remain fixed and firm. No changes in the Response shall be allowed after the date and time of the Solicitation opening due to error by the Vendor. Responses may not be withdrawn after the time and date set for the Solicitation opening for a period of thirty (30) calendar days.

RESPONSE TO QUESTIONS: Questions which arise during the response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Ricky Smith, Purchasing Agent, Purchasing Department, City of Glenwood Springs, 101 West 8th Street, Glenwood Springs, Colorado 81601, ricky.smith@cogs.us fax number 970-945-4388. The vendor submitting the question shall be responsible for ensuring that the question is received by the buyer at least five (5) calendar days prior to the scheduled opening of the Solicitation.

Any official interpretation of this Solicitation must be made by an agent of the City's Purchasing Department who is authorized to act on behalf of the City. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Purchasing Department.

GOVERNMENT STANDARDS AND REQUIREMENTS: All items or services to be purchased or supplied in conjunction with this Solicitation shall be in accordance with all federal, state and local governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH) and the National Fire Protection Association (NFPA), and the National Electric Code (NEC).

LOCAL PREFERENCE:

(a) Legislative intent. It is the intention of the City Council whenever possible to use, without significant additional cost to the taxpayers or ratepayers, local businesses and/or subcontractors for construction services or procurement of goods and supplies (excluding sole source procurement [010.050.110], emergency procurements [010.050.120], small purchase procurement [010.050.130], used supplies procurement [010.050.140] or professional service procurement [010.050.150] and any procurement made with external funding source requirements that preclude application of local preference) in those instances when awarding contracts in the amount of twenty-five thousand dollars (\$25,000.00) or more, pursuant to competitive procurement (010.050.090), with City funds. The City Council intends to give local businesses an advantage in the bidding process so that monies received from such contracts will be spent by the employees of local businesses in the local economy. Local business preference may be used as one (1) factor in determining the award of a bid over twenty-five thousand dollars (\$25,000.00). This local preference will only be available to responsible and responsive bidders and/or subcontractors that meet all applicable bid evaluation criteria.

(b) Definition of local business.

(1) When applied to construction contracts, Local Business shall mean a business and/or a subcontractor individually applying for Local Business designation which meets the criteria in either Subsections a. and c. or Subsections b. and c. as listed below:

a. The business headquarters must be located and primarily doing business within a forty-five (45) mile radius of the intersection of 8th Street and Grand Avenue in Glenwood Springs. In the event the business is incorporated or otherwise registered, it must be incorporated or otherwise registered in Colorado.

b. At least seventy-five percent (75%) of the business work force, at the time of the application, must reside within a forty-five (45) mile radius of the intersection of 8th Street and Grand Avenue in Glenwood Springs.

c. The business shall have at least seventy-five percent (75%) of business vehicles registered at the time of the application, with the government agency having jurisdiction over areas within a forty-five (45) mile radius of the intersection of 8th Street and Grand Avenue in Glenwood Springs.

(2) When applied to procurement of goods, supplies, construction equipment and other vehicles, Local Business shall mean a business that is located and primarily doing business in the corporate limits of the City. In the event the business is incorporated or otherwise registered, it must be incorporated or otherwise registered in Colorado.

(c) Local Business Designation. Prior to submitting a bid, any business and/or subcontractor wishing to obtain the Local Business Designation shall apply for such designation by submitting sufficient written documentation to the City Manager which supports a request for such designation. The owner of the

business and/or subcontractor seeking Local Business Designation shall submit a signed, sworn affidavit affirming the truthfulness of all information supplied to the City with the application for Local Business Designation. To receive Local Business Designation of any subcontractor amounts included in its bid, a business must certify the accuracy of the contents of the subcontractor's Local Business Designation application submitted pursuant to this Section. The City Manager may grant a Local Business Designation to a business and/or subcontractor if such business and/or subcontractor has satisfied the criteria set forth in Subsection (b). In the event the City Manager does not grant a Local Business Designation upon request, such business and/or subcontractor may appeal the decision by providing a written explanation of the basis of the appeal to the City Council within five (5) business days of receiving the City Manager's decision. A decision by a majority of the City Council present shall be made at the time of the award of the contract for which the appeal is made.

(d) Local Business preference. In the event that a determination is made that a submitted bid is from a responsible and responsive bidder and that the business submitting the bid and/or a subcontractor included in the bid has a Local Business Designation, the bid comparison and award shall be made after taking any applicable local preference into consideration.

All portions of the submitted bid attributable to a Local Business shall be aggregated for application of the local preference as follows: if the aggregate Local Business portion of the submitted bid contract amount is equal to or less than Two Hundred Thousand Dollars (\$200,000.00), the Local Business preference will be five percent (5%); if the aggregate Local Business portion of the submitted bid contract amount is more than Two Hundred Thousand Dollars (\$200,000.00), the Local Business preference will be Ten Thousand Dollars (\$10,000.00) plus two and one-half percent (2.5%) of the aggregate Local Business portion in excess of Two Hundred Thousand Dollars (\$200,000.00); no Local Business preference, in any event, shall exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00). Determination of the lowest responsible and responsive bidder shall be made after any appropriate Local Business preference amount is applied to the submitted full bid contract amount.

(e) Notice. Every invitation for bid shall contain notification of this Section setting forth this Local Business preference and shall require a bidder to submit, at a time to be specified, the manner in which, if at all, such business and/or subcontractor may qualify for Local Business Designation under this Local Business preference policy.

(f) Timing. No Local Business Designation shall be allowed unless such designation has been given in writing prior to the award of bid.

(g) Challenge. In the event any person wishes to challenge the Local Business Designation of a business and/or subcontractor which has received such designation, such challenge shall be submitted in writing to the City Manager. The written documentation supporting such challenge must set forth, with specificity, the reasons supporting the allegation that the business and/or subcontractor should not continue to receive the Local Business Designation. The City Manager, at his/her discretion, shall investigate such allegations and may seek the imposition of the remedies set forth in this Section.

(h) Civil penalty. In the event a business and/or subcontractor has been given the Local Business Designation and the City Manager determines that such designation is erroneous, such business shall be penalized in the same monetary amount as the Local Business preference advantage which was applied to the bid from such business when it was awarded the contract. In addition, such business and subcontractor shall be subject to debarment for a period of three (3) years in accordance with the provisions of Section 010.050.040.

(i) False affidavit. It shall be unlawful for any person to make a false statement in the affidavit or to provide false information supporting application for the Local Business Designation.

(j) Violations. In addition to the other remedies provided in Subsection (h) (Civil Penalty), any person violating Subsection (i) (False Affidavit) shall be deemed guilty, per occurrence, of a misdemeanor and, upon conviction of the same, shall be punished, per occurrence, in accordance with the provisions of Section 010.020.080 in the Municipal Court. Violations of any provision of Section 010.050.080 shall be deemed to be a strict liability offense as defined in Subsection 120.010.010. Culpable mental state is not required with respect to any material element of a violation of this Subsection.

Any Contractor, Subcontractor or supplier wishing to obtain local business designation shall apply for such designation by submitting sufficient written documentation supporting such request to the City Manager no later than 5:00 p.m. (local standard time), February 3, 2012. Copies of the Local Business Preference Ordinance may be obtained by contacting the Purchasing Department, City Hall, 101 West 8th Street, Glenwood Springs, Colorado, 81601 (970-384-6445). Or view the Municipal Code online at www.ci.glenwood-springs.co.us

CONTENTS OF OFFER:

- A. General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:
1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the City or the compensation to the Vendor.
 2. Vendors are advised that all City contracts are subject to all legal requirements contained in the City procurement policies, the Purchasing Department's procedures and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
 3. Vendors are required to state exactly what they intend to furnish to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor's Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.
 4. City Of Glenwood Springs intends and expects that the contracting processes of the City and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the City as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the City upon the City's request.
 5. All Offers and other materials submitted in response to this Solicitation shall become the property of the City of Glenwood Springs.
- B. Clarification and Modifications in Terms and Conditions
1. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the City's Contact person as stated in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the City at least five (5) calendar days prior to the scheduled Solicitation opening or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made, in writing, by an agent of the City's Purchasing Department who is authorized to act on behalf of the City. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Purchasing Department.

The City shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. The Vendor shall certify its acknowledgment of the

addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. Prices Contained in Offer--Discounts, Taxes, Collusion

1. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.
2. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the City is exempt from payment of such taxes.
3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the City. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the City's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

PREPARATION AND SUBMISSION OF OFFER:

A. Preparation

1. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.
2. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.**
3. Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

B. Submission

1. The Offer shall be sealed in an envelope with the vendor's name and the bid number on the outside.
2. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the City. No other form shall be accepted.
3. Offers submitted via facsimile machines or email will not be accepted.

4. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The City reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or if they are not in the best interests of the City.
- C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor.
- D. Vendor Information Form. All Vendors are required to complete the Vendor Information Form that is included with this solicitation.

MODIFICATION OR WITHDRAWAL OF OFFERS

- A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the City's Purchasing Department must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City's Purchasing Department will be considered the valid modification.
- B. Withdrawal of Offers
 1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
 2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety (90) calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the City may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

REJECTION OF OFFERS:

- A. Rejection of Offers. The City may, at its sole and absolute discretion:
 1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
 2. Re-advertise this Solicitation;
 3. Postpone or cancel the process;
 4. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the City;
 5. and/or Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the City.
- B. Rejection of a Particular Offer. The City may, at its sole and absolute discretion, reject an offer under any of the following conditions:
 1. The Vendor misstates or conceals any material fact in its Offer;
 2. The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;
 3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;

4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications; or
5. The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.

C. Elimination From Consideration

1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City.
2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the City, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

- D. The City reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the City to do so.

APPEAL OF AWARD.

- A. Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest as follows:

1. Prior to bid opening. If the course of the protest is known or should have been known to the aggrieved person prior to the opening of bids, such protest must be presented, if at all, to the City Manager as soon as it becomes known or should have become known but no later than the close of business on the day prior to the bid opening.
2. After bid opening. If the cause of the protest is known or should have been known to the aggrieved person after the bid opening, such protest must be presented, if at all, to the City Council within two (2) business days after the bid opening but, in no event, later than the bid award.

(b) Form of protest. The bid protest shall be in writing and specify the exact grounds for the protest. Any grounds not set forth in the written protest shall be waived.

(c) Determination of protest.

(1) By the City Manager. Bid protests made to the City Manager shall be decided by the City Manager as soon as is practicable after receipt of the protest but, in any event, no later than one hour prior to the bid opening. Such decision shall be in writing. In the event the decision is such and so substantial that other bidders or prospective bidders may desire to modify their bid proposals, the City Manager shall give notice of such decision to all bidders and prospective bidders of such decision. If insufficient time remains prior to the bid opening for bidders and prospective bidders to modify their bid proposals, then the City Manager at the place and time for bid opening can announce a reasonable continuance of the bid opening. No further public notice will be required except that all bidders who have submitted proposals as of the original time for bid opening and who are not present at the bid opening shall be given prompt written notice of the continuance of the bid opening and the reason for such continuance.

(2) By the City Council. Any person aggrieved by the decision of the City Manager may appeal his/her decision to the City Council, which appeal shall be decided, if practicable, prior to bid opening or, if not practicable, then prior to the award of bids. If the City Manager determines it to be in the best interests of the City when an appeal is made of his/her decision pursuant to this Paragraph, he/she may continue the bid opening in accordance with the provisions of this Subsection. If a bid protest is made to Council pursuant to Paragraph 010.060.160(a) (1), Council shall make a determination of the protest prior to bid award. If Council determines that the bid protest is appropriate, it may, but need not, determine to rebid the contract. The decision

of Council shall be final from which an appeal to Court in accordance with the laws of the State, may be taken. Such appeal must be filed within ten (10) days of Council's decision or it shall be waived.

(d) Waiver. The failure of an aggrieved person to make a bid protest or an appeal of the same in accordance with the terms of this Section shall be deemed to be a waiver of such protest.

PRICE OFFERS SHALL BE FIXED AND FIRM FOR A PERIOD OF 30 CALENDAR DAYS: The prices offered by the Vendor shall remain fixed and firm for a period of thirty calendar days, **NO EXCEPTIONS.** No changes in the Response shall be allowed after the date and time of the Solicitation opening due to error by the Vendor. Responses may not be withdrawn after the time and date set for the Solicitation opening for a period of thirty calendar days.

SHIPPING TERMS - FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative.

CATALOG SHALL BE SUBMITTED WITH RESPONSE: The Vendor shall submit one copy of its catalogs with the Response, provided, however, that the low Vendor may be given the opportunity to submit these documents to the City during the evaluation period if such action is in the best interest of the City. Upon request, the Vendor shall provide additional sets of its catalogs at any time during the contractual period and at no cost to the City.



City of Glenwood Springs
 Purchasing Department
 101 West 8th Street
 Glenwood Springs, CO 81601

INVITATION TO BID BD 2012-001

SPECIFICATION AND PRICING FORM

CORE SWITCHES/ROUTER SPECIFICATIONS

ITEM NUMBERS	QUANTITY	EQUIPMENT
ITEM #1	2 EA	CISCO 6509-E CHASSIS
ITEM #2	1 EA	CISCO 6506-E CHASSIS
ITEM #3	2 EA	WS-CAC-2500W, OR WS-CAC-3000W POWER SUPPLIES
ITEM #4	9 EA	WS-SUP720-3B, OR WS-SUP720-3BXL
ITEM #5	7 EA	WS-X6724-SFP
ITEM #6	1 EA	WS-X6708-10G-3C

EQUAL PRODUCT CANNOT BE CONSIDERED – CISCO EQUIPMENT REPRESENTS STANDARD PRODUCT: Cisco will be the only products/parts manufacture that will be accepted on this Solicitation because the City has developed a Standard Products Listing which specifies a limited number of manufacturer and/or brand names. This standardization is necessary to achieve efficiencies in parts stocking, user training, and maintenance. However, the City will consider alternate models from Cisco.

THE FOLLOWING INFORMATION MUST BE PROVIDED. FILL IN THE BLANKS BELOW. IF THIS INFORMATION IS NOT PROVIDED YOUR BID WILL BE CONSIDERED AS NON-RESPONSIVE.

ITEM NUMBERS	EQUIPMENT # BEING BID	MANUFACTURE BEING BID	WARRANTY BEING OFFERED	NEW OR REMANUFACTURED EQUIPMENT
ITEM #1				
ITEM #2				
ITEM #3				
ITEM #4				
ITEM #5				
ITEM #6				

PRICING FORM:

THE FOLLOWING INFORMATION MUST BE PROVIDED. FILL IN THE BLANKS BELOW. IF THIS INFORMATION IS NOT PROVIDED YOUR BID WILL BE CONSIDERED AS NON-RESPONSIVE.

ITEM NUMBERS	DAYS FOR DELIVERY	COST PER EACH ITEM #
ITEM #1		
ITEM #2		
ITEM #3		
ITEM #4		
ITEM #5		
ITEM #6		

Does your offer comply with all the terms and conditions? If no, indicate exceptions.

Yes _____
No _____

Does your offer meet or exceed all specifications? If no, indicate exceptions.

Yes _____
No _____

State total bid price (include all items bid).

\$ _____

Have you filled in all the blanks listed above?

Yes _____
No _____

Address the envelope as follows:

City of Glenwood Springs
City Clerk's Office
101 West 8th Street
Glenwood Springs, CO 81601
Bid #BD 2012-001

THE ATTACHED ADDENDUM TO PROFESSIONAL SERVICES MUST BE SIGNED AND RETURNED WITH YOUR BID.

City of Glenwood Springs
Addendum to Professional Services Agreement

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.

4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)

7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.

8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.

9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR

DATE: _____

BY: _____