
Request for Proposal #12PSX0431

Cisco Products

Department of Administrative Services

Contract Specialist: Kris H. Wohlgemuth

Date Issued: 15 February 2013

Due Date: 15 March 2013



TABLE OF CONTENTS

| | |
|--|-----------|
| OVERVIEW | 3 |
| SCOPE OF SERVICES | 3 |
| INSTRUCTIONS TO PROPOSERS | 3 |
| PRODUCT AND/OR SERVICE SPECIFICATIONS | 4 |
| PROPOSAL REQUIREMENTS | 5 |
| SELECTION CRITERIA | 8 |
| SUBMITTAL REQUIREMENTS | 9 |
| INDEX OF ABBREVIATIONS/DEFINITIONS | 13 |
| ATTACHMENT I - CONTRACT | |
| ATTACHMENT II - PRICING SCHEDULE | |
| ATTACHMENT III - CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION | |

Request for Proposals

Cisco Products

Overview

The State of Connecticut seeks proposals from Cisco value added resellers (VARs) as described in this RFP for the purpose of contracting with a VAR to supply products contained within the **Cisco Global Price List** and to provide maintenance services. Products purchased from this contract will generally be implemented and managed by State of Connecticut technical staff. It is the intention of the State to use this RFP to select a VAR to provide new Cisco products as well as for ongoing support of the State's installed base of Cisco products. **The VAR shall be a Gold Certified Cisco Channel Partner for the life of the contract.**

Scope of Services

The State cannot guarantee a specific volume of business over the term of any contract that may result from this RFP. The State expended approximately \$14M on Cisco products and services during calendar year 2012. These estimates do not include expenditures by municipalities, schools, public and private colleges and universities, and libraries, although these organizations will have access utilize the resulting contract from this RFP

This contract replaces the following contract award(s) in part or in total: 06ITZ0034

Instructions to Proposers

I. Proposal Schedule

| | |
|-----------------------|---|
| RELEASE OF RFP: | Date: 15 February 2013 |
| RECEIPT OF QUESTIONS: | Date: 25 February 2013 by noon Eastern Time |
| RFP DUE DATE: | Date: 15 March 2013 at 2:00 pm Eastern Time |

During the period from your organization's receipt of this Request for Proposals, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut for additional information, except in writing, directed to the Department of Administrative Services, Attn.: Kris H. Wohlgemuth, Procurement Services, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106.

Please note that RFPs are not a publicly opened and are not available for viewing until after the Contract has been awarded.

III. Questions

Questions for the purpose of clarifying this RFP shall be emailed to: kris.wohlgemuth@ct.gov and shall be received by the Contract Specialist no later than the date and time specified above.

IV. Solicitation Submission

Solicitations shall be submitted online by the RFP due date and time only. Proposers shall upload their solicitation submission to their BizNet Account.

Product and/or Service Specifications

The VAR shall be **Gold Certified Cisco Channel Partner** relationship with the manufacturer.

The VAR shall provide parts and support under this contract to multiple locations.

The VAR shall supply technical staff and Cisco Certified personnel to work on the state's equipment,

The VAR shall allow the state to perform background checks on VAR personnel who will work on the State account.

The VAR shall provide a written guarantee from Cisco to the State that stipulates the levels of support that will be provided to the State in the event of one or more of the following:

Non-Performance by the VAR

Liquidation or bankruptcy of the VAR

Cancellation or termination of the distributor agreement with the manufacturer.

Failure to maintain an acceptable Cisco Channel Partner Certification level.

The VAR shall provide assertion by Cisco that an alternate VAR, acceptable to the State, will be available to the State under the pricing and terms of this contract in the event that the chosen contractor ceases support or is otherwise unavailable to provide support. The VAR shall obtain from Cisco a signed guarantee to this effect and include it with the proposal.

The VAR shall provide at least three product references similar in size to the State of Connecticut.

The VAR shall deliver products within a 15 business-day timeframe for new purchases only upon receipt of purchase order.

The VAR shall provide a ninety-day warranty from the date of product acceptance or the manufacturer warranty whichever is greater.

The VAR shall provide new products/equipment only.

The VAR shall provide Time and Material Services.

The VAR shall extend contract, including pricing, terms and conditions to Political Sub-Divisions of the State

(Towns and Municipalities), Schools, and Not-For-Profit Organizations.

The VAR shall provide 24 hour, 7-day escalation procedures to be used by the State for technical and administrative issues.

The VAR shall guarantee that the maintenance plans provided will be of equal coverage as those in the Cisco Systems Product Catalog and Global Price List. All maintenance plans shall include hardware, software, and labor.

The VAR shall provide any additional professional services including but not limited to: Design Services, Consulting, Network Modeling/Simulation/Performance Review, and Proof of Concept testing.

The VAR shall provide training and product updates including but not limited to: ongoing seminars, product announcements, conferences, user group meetings, updated literature and the availability of courses for State technical staff.

The VAR shall provide an option for two and four hour's response time, on-site, for maintenance contracts.

Proposal Requirements

I. **Contract Period**

The State intends that this contract shall be in effect for a period of 5 years, beginning from the Effective Date, the date the AG's signs the Agreement.

The State may extend this Contract in its sole discretion, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

II. **Mandatory Extension to State Entities**

Proposers are required to offer and extend this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes this contract all references to the "State" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

III. **Quantities and/or Usages**

The State uses a wide variety of Cisco products that are installed throughout the State. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state entity.

IV. **Emergency Standby for Goods and/or Services**

In the event of a declared emergency or natural disaster within the State of Connecticut, not resulting from inadequate inventory or contract expiration, but which are expected to be temporary in nature, DAS and/or the Client Agency reserves the right to request the goods and/or services called for in this contract from the Contractor. The Contractor shall make best effort to provide goods and/or services at the time and in the manner specified by DAS and/or the Client Agency.

From the time a request for goods and/or services is made the contractor shall acknowledge the request within two (2) hours. If the Contractor is unable to respond or provide the goods and/or services requested, DAS and/or the Client Agency reserves the right to procure said good and/or services from another source. Contractors called upon to perform under emergency circumstances shall supply goods and/or services in a timely manner such that time is of the essence.

Contractors shall offer the DAS and/or Client Agency first priority for goods and/or services, which are unknown at this time, but which may be required during an actual emergency, from its regular sources of supply at the rates set forth in Exhibit 4 of this Contract.

V. **Brand Name Specifications and/or References**

The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict proposers to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered shall be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the proposer shall warrant to the State that it is fit for that purpose. Proposals on comparable items shall clearly state the exact article being offered including any and all applicable options and the proposer shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the proposer does not indicate that the article offered is other than as specified, it will be understood that the proposer is offering the article exactly as specified. Proposers shall submit complete documentation on the specifications and quality levels of the proposed products. Proposals submitted that do not contain this documentation are subject to rejection.

VI. **P-Card (Purchasing Credit Card)**

Purchases for all state agencies that are less than \$1,000 shall be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued from this Contract using the purchasing card. The Contractor shall be responsible for the credit card user-handling fee associated with credit card purchases. The Contractor shall only charge to the State's MasterCard upon delivery of goods or rendering of services.

The Contractor shall capture and provide to their Merchant Bank, Level 3 reporting at the line item level for all orders placed by State purchasing cards.

Questions regarding the state of Connecticut MasterCard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860)713-5072.

VII. E-Commerce (Electronic Commerce)

The State utilizes an internet-based E-Procurement ordering system, known as Core-CT. Awarded contractors will receive purchase orders from the State through the Core-CT System and shall provide electronic invoicing to be loaded into the Core-CT System.

Contractors shall provide the State with functional data files that include specific formats for product and pricing information to be loaded into the Core-CT system, or enable electronic access/interface to the Contractor's catalog (either through a punch-out catalog or a third-party hosted catalog). In the event third-party hosted catalog is used, the Contractor shall invoice the State for the awarded products at the contracted prices. By providing a punch-out catalog solution, the Contractor shall provide its own online catalog of the State's offerings. By providing a third-party hosted catalog, the Contractor shall provide a list of its products/pricing in an electronic data file to a third-party provider which hosts multiple catalogs for the State.

Upon contract award, the Contractor shall provide the State with a functional data file that will then be loaded into a catalog in Core-CT for Client Agency ordering purposes. The Core-CT Catalog will be maintained in Core-CT by State personnel or through a third-party acting on the State's behalf. Contractors shall provide functional data files within ten (10) business days from the date of contract award notification. Failure to provide functional data files within the time allotted will constitute breach of the contract. Detailed information on the functional data file requirements and Core-CT is available at <http://das.ct.gov/SupplierKitCoreCT>.

When the Contractor is required to provide the State with a punch-out or third-party hosted catalog, the Contractor shall cooperate with the State to create a project plan, project schedule and methodology of operation to enable and maintain the integration of the Contractors statewide contract offerings within a timeframe that is mutually agreeable to the State and the Contractor. The State will determine which of the catalog structures (either punch-out or hosted) shall be provided by the Contractor. The State may utilize a third-party provider to coordinate this integration on behalf of the State.

Contractor's functional data files or catalogs shall contain the most current pricing, as well as the most up-to-date product offerings that the Contractor is authorized to provide in accordance with the Contract. During the term of the contract, functional data file updates and/or catalog updates shall be provided in a timely manner. Frequency of these updates are outlined in the pricing specification section of the Contract. Additional information on functional data file updates is available in the "Supplier Kit" found at <http://das.ct.gov/SupplierKitCoreCT>. State approved price adjustments are not effective until implemented within the Core-CT catalog, punch-out catalog or third-party hosted catalog and a Contract Supplement is issued by the State.

Existing pricing/product information will remain in effect until a functional data file or catalog is received, approved, loaded and a contract supplement is issued by the State.

A. Contract Award

1. Upon contract award, contractors will be notified that a functional data file is needed.

2. Contractors shall provide functional data files within ten (10) business days from the date of notification.
3. Failure to provide functional data files within the time allotted will constitute a breach of contract.

B. Data Updates

1. During the term of the contract, data file updates (price changes, product changes) shall be provided in the format specified.
2. Frequency of data file updates is outlined in the pricing specifications section of this RFP document). Additional information on data updates is available in the supplier kit found at: <http://das.ct.gov/SupplierKitCoreCT>.
3. Existing pricing/product information will remain in effect until a functional data update is received and a contract supplement is issued.

VIII. Contract Award

The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State and may include, but not be limited to:

- A. by item, group of items, or in its entirety
- B. geographic location to adequately service the entire State of Connecticut in the best possible manner
- C. Multiple Vendor Award

IX. Stability of Proposed Prices

Any price offerings from proposers shall be valid for a period of One (1) from the date the agreement is signed by OAG days from the due date of the proposals.

X. Amendment or Cancellation of the RFP

DAS reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

XI. Proposal Modifications

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

XII. Proposer Presentation of Supporting Evidence

Proposers shall be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

XIII. Proposer Demonstration of Proposed Services and or Products

At the discretion of DAS, proposers shall be able to confirm their ability to provide all proposed services. Any required confirmation shall be provided at a location approved by DAS and without cost to the State.

XIV. Erroneous Awards

DAS reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer.

Such action on the part of DAS shall not constitute a breach of contract on the part of DAS since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between DAS and such proposer.

XV. Proposal Expenses

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by DAS.

XVI. Ownership of Proposals

All proposals shall become the sole property of the State and will not be returned.

XVII. Ownership of Subsequent Products

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

XVIII. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

XIX. Subcontractors

DAS shall approve any and all subcontractors utilized by the successful proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is also understood that the successful proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful proposer to DAS upon request. The successful proposer shall provide the majority of services described in the specifications.

Selection Criteria

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP Document, will be considered as part of the Selection process and are listed in order of relative importance.

1. Value

- a. Attachment II - Pricing Schedule
 1. Product Discount
 2. Maintenance Pricing
 3. Time and Material Repair

2. VAR Content

- a. VAR – Organization
- b. Use Set-Aside Subs
- c. VAR Staff
- d. Background Checks

e. Alternate VAR Support

f. References

3. Products and Services

a. Delivery Timeframe

b. Warranty

c. Prohibition of Used and Refurbished Products

d. Political Subdivisions

e. Time and Material Services

1. Time to Respond

2. Time to Repair

3. State-Owned Equipment

f. Escalation Information

g. Maintenance Services

h. Additional Services

i. Technical Training

Submittal Requirements

Proposals to RFP Sections

VARs shall compose an original proposal for each numbered section of the RFP and shall not refer the State to pre-printed brochures, manuals, web sites, or other references. The evaluation committee will not attempt to derive the intended proposal from reference materials. Any information requested shall be provided as part of the RFP proposal. Contractors shall be evaluated based on the respondent's proposal. Failure to comply with this requirement may result in disqualification.

Proposal Format

Proposals shall re-state each numbered section (the paragraph number and the text) immediately followed by the reply. Numbering and sequencing of proposals shall be identical to the RFP. VARs shall submit the proposals electronically. Separate proposals shall be provided for the technical and pricing information. No pricing information may be included within the the technical proposal. Failure to comply with this requirement may result in disqualification.

Compliance with RFP Statements

VARs shall clearly indicate their willingness to comply with each section. Respondents that do not clearly indicate willingness to comply or do not reply to each section may be disqualified.

1. Value Added Reseller

1.1. VAR Organization

The VAR shall provide a detailed organizational description including structure and staffing. This shall include a list of all locations and staff assigned to provide service to the State of Connecticut. Parts depot locations shall also be identified. This shall include certifications and tenure of all engineers, technical staff, support staff, and sales people proposed to support the State account. Any subcontractors shall be considered part of the VAR's organization and included as such. The State requests that VARs utilize small, minority, and/or women's business enterprises as subcontractors. During the evaluation process, special consideration will be given to those who provide documentation to evidence their utilization of a certified small minority or women's business and/or demonstrate the VARs commitment to, whenever possible, utilize a certified small, minority or women's business. VARs should identify the certified small minority or women's business and the goods or services the business will supply.

1.2. VAR Staff

The VAR shall provide the State with technical competencies and resumes of the staff assigned to the state account. The VAR shall maintain a familiarity with the state account. The State will also have the right to require the VAR to replace any VAR or subcontractor employee assigned to the State account if, in the opinion of the State, such employee is unacceptable. The State shall not be penalized in any way, including delays in response, completion times, or coverage when a VAR or subcontractor employee is removed from any portion of the State account. The VAR shall indicate their acceptance of these requirements and explain any exceptions.

1.3. Background Checks

The VAR shall indicate their acceptance of this requirement and explain any exceptions.

1.4. Channel Partner Relationship

The VAR shall provide documentation that verifies their **Gold Certified Cisco Channel Partner** relationship with the manufacturer.

1.5. Alternate VAR Support

The VAR shall provide a written guarantee from Cisco to the State that stipulates the levels of support that will be provided to the State in the event of one or more of the following:

Non-Performance by the VAR

Liquidation or bankruptcy of the VAR

Cancellation or termination of the distributor agreement with the manufacturer.

Failure to maintain an acceptable Cisco Channel Partner Certification level.

The VAR shall provide documentation by Cisco that an alternate VAR, acceptable to the State, will be available to the State under the pricing and terms of this contract in the event that the chosen contractor ceases support or is otherwise unavailable to provide support. The VAR shall obtain from Cisco a signed guarantee to this effect and include it with the proposal.

1.6. References

The VAR shall provide at least three references similar in size to the State of Connecticut. The references shall be other than State of Connecticut government entities. The references for this section shall be customers of the proposing VAR that use Cisco products. For each reference, the VAR shall provide:

The reference organization's name

Contact person name

Address

Telephone number

Electronic mail address

A description of the size of the installation

In addition to the VAR-provided references, the State may also utilize other known references, including State agencies.

2. Delivery Timeframe

The VAR shall deliver products within a 15 business-day timeframe. A product delivery interval is defined as the elapsed time between the date of purchase order receipt by the VAR and the date the product is received, in its entirety, at the correct customer location. The VAR shall indicate their acceptance of this requirement and explain any exceptions.

3. Warranty

The VAR shall provide a ninety-day warranty from the date of product acceptance. Product acceptance consists of signature approval by the State of a VAR invoice. The warranty shall cover parts, labor, firmware upgrades, software upgrades, and all shipping. The State requires advance replacement for any customer installable equipment that fails during warranty. The VAR shall provide advance replacement and return at no cost to the State and advance replacement shipping shall be provided via same-day or overnight express. The VAR may describe any additional warranty benefits, but these additional warranty benefits should not result in reduced product discounts. The VAR shall indicate their acceptance of these requirements and explain any exceptions.

4. Prohibition of Used and Refurbished Products

Products proposed and provided by the successful VAR shall be new. Used or refurbished products will not be accepted. The VAR shall indicate their acceptance of this requirement and explain any exceptions.

5. Time and Materials Service

5.1. Time to Respond

For time and materials service (no maintenance contract), the VAR shall respond to a routine trouble call within four hours and to an emergency trouble call within two hours. The State considers that a repair call has been responded to when a VAR's qualified technician, suitably equipped to service the installed product, has arrived at the State agency location. Within two hours after receipt of the routine trouble report, or one hour after receipt of an emergency report, the VAR shall notify the appropriate State contact when a qualified service technician will arrive on location. The VAR shall indicate their acceptance of these requirements and explain any exceptions.

5.2. Time to Repair

For time and materials service (no maintenance contract), the VAR shall provide time to repair service levels of four hours or less from the receipt of a service call for emergency service calls, and service levels of eight hours or less for routine calls. The determination of a service call as "emergency" or "routine" will be made by the State. The VAR shall indicate their acceptance of these requirements and explain any exceptions

5.3. State-Owned Equipment

The State will retain any equipment or components that are replaced as part of any repair or upgrade of equipment under time and materials service (not covered under warranty or maintenance contract). The VAR shall indicate their acceptance of this requirement and explain any exceptions.

6. Escalation Information

The VAR shall provide 24 hour, 7-day escalation procedures to be used by the State. This shall include business and home phone numbers, pager/cell phone numbers, and e-mail addresses to reach supervisors, managers, directors, and company officers. The VAR shall describe any automatic escalation that takes place within the organization without intervention by the State. The VAR shall indicate their acceptance of this requirement and explain any exceptions.

7. Maintenance Contracts

The VAR shall confirm that the maintenance plans provided will be of equal coverage as those in the Cisco Systems Product Catalog and Global Price List, and meet the requirements of this RFP. All maintenance plans shall include hardware, software, and labor. The VAR shall indicate their acceptance of these requirements and explain any exceptions.

8. Additional Services

The VAR shall describe any additional professional services (e.g.: Design Services, Consulting, Network Modeling/Simulation/Performance Review, Proof of Concept) that are available to the State. The VAR shall indicate which of these services are included without extra cost. In addition, any charges for these services shall be provided in the pricing proposal to this RFP.

9. Technical Training

The VAR shall describe the availability of training and product updates (e.g. ongoing seminars, product announcements, conferences, user group meetings, updated literature and the availability of courses) for State of Connecticut technical staff. The VAR shall indicate their acceptance of this requirement and explain any exceptions.

10. Training Credits

Training of State technical staff is of utmost importance to the State of Connecticut. During the evaluation process, special consideration will be given to proposals that adequately provide for staff training. Therefore, the VAR is strongly encouraged to propose and describe an ongoing training program for Cisco products whereby training credits would be earned by the State based on the sales volume under the contract resulting from this RFP. The training credits would be assigned to and administered by BEST for use by State staff. This training program should be established by the VAR with a Cisco certified training organization. Please explain how this program will be implemented.

11. Pricing (See Attachment II - Pricing Schedule for pricing only)

The Cisco Systems Product Catalog and Global Price List used by all VARs to determine their initial pricing response to this RFP shall be the version in effect as of the date of issuance of this RFP. The percentage discount quoted in the VAR's response shall remain constant throughout the term of the contract and shall be applied to the Cisco Systems Product Catalog and Global Price List in effect at time of purchase. The Cisco Systems Product Catalog and Global Price List shall be used solely for purposes of defining the product offerings and prices to apply discounts. Any conditions or terms contained in the catalog or price list or future versions of these documents shall have no effect in any contract awarded by the State of Connecticut as a result of this RFP. Nothing in these documents or future versions of these documents shall be deemed to limit or clarify any obligation of the VAR stated in the RFP, nor shall it be deemed to impose any obligation on the State. The successful VAR shall provide the State of Connecticut with an electronic copy of the Cisco Systems Product Catalog and Global Price List on a monthly basis. The State

may take advantage of any interim pricing changes in the State's favor. The VAR shall indicate their acceptance of these requirements and explain any exceptions.

11.1. Included Costs

VARs must include all ancillary costs associated with the acquisition of a product or service in their proposal. Failure to include specific reference to an applicable cost will be interpreted as that cost being included in the product or service price. The State will not pay for travel time, shipping, or expenses. The State will not pay for labor charges for warranty service regardless of day or time. The VAR shall indicate their acceptance of these requirements and explain any exceptions.

12. Locations

The VAR shall provide the State a list of locations that can provided parts and services that are within a 100 miles radius of Hartford, CT.

Index of Abbreviations/Definitions

Abbreviations:

| | |
|------|---|
| BEST | Bureau of Enterprise Systems and Technology (BEST) within the Department of Administrative Services |
| DAS | Department of Administrative Services |
| RFP | Request for Proposal |
| VAR | Value Added Resellers |

Definitions:

ATTACHMENT 1 - CONTRACT

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The state will pursue negotiations with the highest scoring proposal. If, for some reason, DAS and the initial proposer fail to reach consensus on the issues relative to a contract, then DAS may commence contract negotiations with other proposers. DAS may decide at any time to start the RFP process again.

Thereafter, Proposers will be required to sign a formal contract as identified in "Contract". The contract may include a liquidated damages clause at the discretion of the State.