



COUNTY OF EL DORADO
Procurement & Contracts

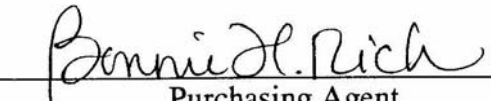
ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

INVITATION TO BID & BID #07-920-063

DUE: 3:00 PM – November 9, 2006

Sealed Bids must be clearly marked on the outside of the package with:

“BID #07-920-063, MAILROOM DO NOT OPEN”


Purchasing Agent

ALL BIDS SUBJECT TO GENERAL CONDITIONS

IBM Lotus Notes Domino, DB2 Maintenance, Directory Server, Websphere, Software Maintenance and 100 IBM Lotus Sametime Software Licenses

General: The El Dorado County Procurement & Contracts Division is requesting bids for the purchase of software maintenance and support for various IBM Lotus Notes Domino, DB2, Directory Server, Websphere and 100 IBM Lotus Sametime software licenses.

Specifications: Twelve (12) months of technical support (web and telephone based), software upgrades (downloaded electronically) and maintenance support renewals; and one hundred (100) IBM Lotus Sametime software licenses. The quotation schedule on page 6 provides a comprehensive list of products.

Requirement: To be considered for bid evaluation and award, bidders must quote 100% of all line items on the quotation schedule, page 6.

Delivery: No physical delivery of product is required. All software, updates, and patches are down-loaded electronically from the County's IBM PPA site.

The Procurement and Contracts Division will no longer mail out hard copy letters advising participating bidders of the bid results. Please visit our website at www.co.el-dorado.ca.us/contracts for bid results. Bid results will be posted approximately ten to fourteen business days after the bid opening deadline date, or when the evaluation is complete.

ALL BIDS SHALL BE QUOTED FREIGHT PREPAID FOB DESTINATION

Prior to preparing your bid submittal, please note the General Conditions, Instructions to Bidders, item #3 which states:

“Use of correction fluid or tape is not acceptable”

PROMPT PAYMENT DISCOUNT TERMS: _____ Percent _____ Days (less than 20 days considered net) **Delivery:** _____ Days ARO

Firm Name

Signature of Authorized Agent

Mailing Address

Print Name & Title of Authorized Agent

City State Zip

Date

Phone

Fax

Copies of bids available at <http://www.co.el-dorado.ca.us>

Incomplete and Altered Bids: Incomplete or altered bids, and bids containing items not called for in the bid may be rejected. Bids submitted on forms other than those furnished by the County will not be considered.

Terms and Conditions: The County will not consider any terms and conditions other than the terms and conditions contained in the subject bid. Bidders submitting their own terms and conditions will not be considered and will be rejected. Any bid response containing alterations to the General Terms and Conditions or terms and conditions contained in the subject bid, will not be considered and will be rejected.

Merchantability: There shall be an implied warranty of merchantability and fitness of an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

County's Rights: The Purchasing Agent reserves the right to not enter into any agreement, cancel this process at any time, amend this process at any time, or to award more than one contract to the lowest, responsive, responsible bidders if it is in the best interest of the County

Pricing: Bid prices shall remain firm for the awarded twelve (12) month period. In case of default by the awarded vendor, the County may procure the product from another source and may recover the loss by legal process. Please refer to the "General Conditions", under "Award", item #9.

Bid Extension: The awarded bid may be extended for one additional twelve (12) month period at the same pricing, terms and conditions if mutually agreed between County and awarded vendor(s), in writing, approximately sixty (60) days prior to the expiration of the bid.

Returns: The County reserves the right to return product within thirty (30) days of receipt by the County for credit or refund without a shipping or restocking fee. Product returned shall be in good condition and in the original package (if applicable). Defective product or product under warranty may not always be returned in the original package.

Federal, State, and Local Laws: The successful bidder must operate in conformity with all applicable, federal, state, and local laws. It is the responsibility of the awarded bidder to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible bidder.

Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 21-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

Compliance: Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Agent) may be cause for the County to cancel the balance of the awarded blanket purchase order and award will be made to the next lowest bidder. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

Invoices and Payment Terms: Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, County stock numbers when applicable, product description and reference to back ordered items. Invoices must be exclusive of product other than bid items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

El Dorado County Web Site Requirements: Vendors downloading Bids or RFP's from the County's website are responsible for checking the website up to the bid due date for any Addenda issued. Printed copies of Bids, RFP's, and Addenda are only mailed out to bidders on the County's Master Bidders list.

Public Agency: It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Invitation to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

Addenda: Addenda to this bid is valid only if in writing and issued by the Procurement & Contracts Division. Addenda issued are required to be acknowledged and returned by participating bidders in order to be considered further in the evaluation process. Those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

Non-Collusion: The bidder certifies that this bid response is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project, and is in respects fair, without outside control, collusion, fraud or otherwise illegal action.

Conflict of Interest: Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid award been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract.

Evaluation: Bids will be evaluated based on meeting or exceeding minimum specifications. Bids submitted on the basis of "All or Nothing" may be rejected. Bid evaluation shall include applicable prompt payment terms discount. If payment cannot be made within the discount period, payment terms shall revert to Net 30 days.

Award: The bid may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation to Bid. In determining whether a bid is lowest and responsive, and the bidder is responsible, the following may be considered by the County: a) ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Ordinance having bearing on the decision to make the award. The decision of the County Board of Supervisors shall be final in determining the successful bidder.

Bid Results: The Procurement and Contracts Division will no longer mail out hard copy letters advising participating bidders of the bid results. Please visit our website at www.co.el-dorado.ca.us/contracts for bid results. Bid results will be posted approximately ten to fourteen business days after the bid opening deadline date or when the evaluation is complete.

Information: For additional information, contact Linda Silacci-Smith, Sr. Department Analyst, at (530) 621-5417 (email: lindass@co.el-dorado.ca.us). All questions are to be directed to the Procurement & Contracts Division. Bidders may not contact other County departments for questions or clarification during the bid, evaluation and award process.

Bid Submittal: *All bidders are advised to read the General Conditions contained on the last page of this Invitation to Bid prior to submitting a bid.*

Bids must be submitted in a sealed container or envelope clearly marked on the outside: "**BID #07-920-063, MAILROOM DO NOT OPEN**". Bids will be accepted Monday through Friday from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. **The office is closed between the hours of 12:00 p.m. and 1:00 p.m.**

Bids must be received in the Procurement & Contracts Division by **3:00 p.m., November 9, 2006:**

Mailing/Physical (Fed Ex, UPS etc)
EL DORADO COUNTY
PROCUREMENT & CONTRACTS
330 FAIR LANE
PLACERVILLE, CA 95667

It is the responsibility of the bidder to assure that the bid is received in the Procurement & Contracts Division prior to the bid opening deadline date and time. Bids received beyond the bid opening deadline will not be accepted and will be returned unopened.

Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Conditions of this Invitation to Bid, will be rejected.

By submitting a response, bidder acknowledges and accepts the General Conditions and all terms and conditions contained in this Invitation to Bid.

QUOTATION SCHEDULE

LICENSE DESCRIPTION	PART #	QTY	COVERAGE DATES	UNIT PRICE	EXTENSION
IBM Lotus Notes Sametime Authorized User License + Software Maintenance	D5CT2LL	100	12/01/06 – 11/30/07		
IBM DB2 Connect Enterprise Edition User Annual Software Maintenance Renewal	E1AWBLL	70	12/01/06 – 11/30/07		
IBM DB2 Spatial Extender Value Unit Annual Software Maintenance Renewal	E022HLL	200	12/01/06 – 11/30/07		
IBM Lotus Domino Enterprise Server Value Unit Annual Software Maintenance Renewal	E020KLL	3400	12/01/06 – 11/30/07		
IBM DB2 Enterprise Server Edition Value Unit Annual Software Maintenance Renewal	E020CLL	200	12/01/06 – 11/30/07		
IBM Lotus Notes with Collaboration User Annual Software Maintenance Renewal	E1CS6LL	1450	12/01/06 – 11/30/07		
IBM Lotus EasySync Pro User Annual Software Maintenance Renewal	E1D3ELL	262	12/01/06 – 11/30/07		
IBM Lotus Domino Designer User Annual Software Renewal	E1CSFLL	4	12/01/06 – 11/30/07		
IBM Tivoli Directory Server Value Unit Annual Software Maintenance Renewal	E029WLL	100	12/01/06 – 11/30/07		
IBM DB2 Express Edition Value Unit Annual Software Maintenance Renewal	E024QLL	100	12/01/06 – 11/30/07		
IBM WebSphere Application Server Value Unit Annual Software Maintenance Renewal	E025QLL	100	12/01/06 – 11/30/07		

USE OF CORRECTION FLUID OR TAPE IS NOT ACCEPTABLE

GENERAL CONDITIONS (December 2003)

Instructions to Bidders:

- (1) Bidders are responsible to see that the bid is received in the Procurement & Contracts Division prior to the bid opening deadline. Late bids will be returned unopened.
- (2) All bids must be submitted in ink on the bid form. Cover letters, additional sheets, etc. may be included. The total bid excluding sales tax must appear on the bid form as indicated.
- (3) Erasures are NOT acceptable. Changes must be lined out and corrections inserted adjacent to and initialed by the bidder's authorized representative. Use of correction fluid or tape is not acceptable.
- (4) Vendor is required to quote "NEW" equipment, material or product. Recycled, remanufactured, or previously owned product will not be accepted unless otherwise stated in the Invitation to Bid.
- (5) All bids must include the company name and address and must be signed by an authorized representative of the company; signature must be an original signature, or an original signature stamp, on the County Bid Form.
- (6) Alternate or incomplete bids will NOT be accepted.
- (7) The County, at its sole option, may correct arithmetic or extension errors, and obtain clarification, if necessary.
- (8) If no terms discount is to be offered, the terms portion of the bid form shall state "NET".
- (9) If delivery specified is impossible, bidder must state best delivery available on the bid form. Number of days shall mean calendar days After Receipt of Order (ARO). Bids quoting delivery beyond the requirement may be rejected.
- (10) Bid modifications, corrections, or additions received beyond the bid deadline will NOT be considered.
- (11) Telephone or facsimile bids will NOT be accepted.
- (12) Bid prices shall be firm for a minimum of sixty (60) calendar days from the bid opening unless otherwise indicated on the bid form.
- (13) By submitting a response to this Invitation to Bid, Bidder acknowledges and accepts the County's standard terms and conditions.
- (14) Any alteration to the Invitation to Bid must be added in addendum form, and must be issued by the County Purchasing Agent.
- (15) Protest Procedure: County Board of Supervisor's Policy C-5 provides the procedure for the protest process. A copy of the policy is available upon request.

Brands:

- (1) The use of brand and/or manufacturer names in the bid specification is for descriptive purposes only. Unless otherwise specified, products of comparable quality and performance will be considered.
- (2) Bidders offering other than the referenced brands are to note their brand name and catalog model number on the bid form.

Guarantees:

- (1) All items purchased shall be guaranteed against defects when used for the purposes for which they were designed for.

Taxes:

- (1) Bidders shall NOT include Federal Excise Taxes. An exemption certificate will be furnished to the successful bidder upon request.
- (2) Applicable sales taxes will be added when the purchase order is issued.

Samples:

- (1) Samples of items, when required, must be furnished to the County at the bidder's expense. If possible, samples will be returned upon request and at the bidder's expense.
- (2) Samples of selected items may be retained for comparison.

Agency Participation:

- (1) Any or all El Dorado County tax-supported agencies such as schools and cities within the jurisdiction of El Dorado County who wish to participate shall be included in the bid.
- (2) A separate contract or purchase order must be negotiated between the agency and the vendor.

Bonds:

- (1) The County reserves the right to require the successful bidder to provide a performance bond in an amount determined by the County. Unless specifically required on the bid form, a performance bond will NOT be required.
- (2) Certification of the performance bond shall be required following bid award and prior to the release of a purchase order.
- (3) Unless specifically required on the form, bidder's bonds will NOT be required.

Award:

- (1) Regardless of amount, unless specifically approved by the County Board of Supervisors, award shall be made to the lowest responsive, responsible qualified bidder.
- (2) In determining the successful bidder, consideration will be given to quality, delivery, warranty, compatibility with existing equipment, and any other information considered to be in the best interests of the County.
- (3) It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of EL Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.
- (4) In accordance with Ordinance 4284, effective March 23, 1993, the local vendor preference is 5%. "Vendors within the County" is defined as a firm or individual who regularly maintains a place of business and has an inventory of merchandise for sale within the County.
- (5) The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate (M/F/H).
- (6) If the bid is on an "All or Nothing" basis, bidder shall so state. The County reserves the right to make awards on individual items of a multiple item bid if deemed to be in the best interest of the County.
- (7) The County reserves the right to reject any and all bids, or to waive any informality or nonsubstantial irregularity in any bid.
- (8) The County reserves the right to purchase quantities by necessity only regardless of approximate quantities indicated on the bid form. Bidder shall also have the right to refuse sale in reduced quantities; in such instances, the award shall go to the next lowest qualified bidder.
- (9) In case of default by vendor, the County may procure the articles or service from other source and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of vendor, if any, or by legal process against vendor. The prices paid by County shall be considered the prevailing market price at the time such purchase is made.