

## 1.0 **SCOPE AND CLASSIFICATION**

- 1.1 **Scope:** The City of Columbus, Department of Technology, intends to obtain formal bids to establish a contract for the purchase of Trellix (f.k.a. McAfee) Software Support from qualified bidders.
- 1.2 **Classification:** The contract from this bid proposal will provide for the purchase and delivery of Trellix software support. All Bidders must be formally recognized by Trellix as certified reseller partners.

## 2.0 **APPLICABLE PUBLICATIONS AND STANDARDS**

- 2.1 **Specification Questions:** Questions regarding this bid must be submitted on the Vendor Services portal by 11:00 AM Wednesday, April 19, 2023. Responses will be posted on the RFQ on Vendor Services no later than Friday, April 21, 2023, at 11:00 AM.
- 2.2 **Additional Information:** For additional information concerning this bid, including procedures on how to submit a proposal, you must go to the City of Columbus Vendor Services website at CITY OF COLUMBUS VENDOR SERVICES ([columbusvendorservices.powerappsportals.com](https://columbusvendorservices.powerappsportals.com)) and view this bid number.

The instructional video from Columbus Vendor Services is available at:

[https://www.youtube.com/channel/UCTIkGkGNM7GHIITzoqQVNJIA/videos?shelf\\_id=0&view=0&sort=dd](https://www.youtube.com/channel/UCTIkGkGNM7GHIITzoqQVNJIA/videos?shelf_id=0&view=0&sort=dd).

- 2.3 **Correspondences:** During the bidding and evaluation process, Bidders are strictly prohibited from communicating with any City employees or officers regarding this solicitation except through the method stated immediately above during the Question & Answer Period. Any communication from the Bidder to the City after the Question & Answer period should be limited to only what is necessary. Necessary communication required by the City will be communicated clearly to Bidders. If any Bidder needs to communicate with the City, the communication should be sent to: [ITProcurement@columbus.gov](mailto:ITProcurement@columbus.gov). If a City employee attempts to communicate with a bidder contrary to this provision, the Bidder shall report said incident to [ITProcurement@columbus.gov](mailto:ITProcurement@columbus.gov). A violation of this section on the part of the Bidder will lead to disqualification.

## 3.0 **REQUIREMENTS**

### 3.1 **General Information:**

- 3.1.1 **Term:** The term of this agreement shall be from July 7, 2023, to July 6, 2024. This agreement is not subject to automatic renewal. However, upon mutual agreement to include the same pricing and terms and conditions as those set forth, the services may be continued for four additional one-

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year terms. In case of a discrepancy in computing the amount of the cost, the UNIT PRICE quoted will govern. Future renewals of this agreement shall require appropriation and authorization of funds by the Council of the City of Columbus solely in the event that the total annual expenditures under this contract exceed \$50,000.00. Otherwise, the appropriation and authorization of funds shall be processed by issuing a Purchase Order certified by the City Auditor and approved by all parties having jurisdiction.

3.1.2 **Pricing:** The Bidder shall submit a firm, fixed unit price for annual software support for the Trellix items detailed in this Specification.

3.1.2.1 Escalator Clause: No discount adjustment shall be granted during the first twelve (12) months of an awarded contract. After that, up to two such adjustments may occur during the life of the contract. In the event the supplier receives a general price increase in the cost of the finished product contracted for due to an increase in the cost of raw materials, labor, freight, etc., upon giving thirty (30) days prior notice and proper documentation as proof, said the adjustment in addition to the price quoted herein, may be permitted, subject to the sole discretion of the City of Columbus Finance and Management Director. In the event any such adjustment is granted, no adjustment shall be permitted on orders received by the supplier which are in process or filled but awaiting shipment before the increase. All price decreases inure to the benefit of the City of Columbus. The written notice and following documentation shall be sent to: [DoTProcurement@Columbus.gov](mailto:DoTProcurement@Columbus.gov).

3.1.2.2 **Price Documentation:** The supplier shall submit the following documentation with each request for an adjustment:

- 1) Copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the supplier and the corresponding increase; and
- 2) Copies of correspondence sent by the supplier's supplier explaining the source of the increase in such areas of raw materials, freight, fuel or labor, etc.; and
- 3) Copies of excerpts from business publications, market quotations, or trade journals recognized as being representative of their particular trade or industry that indicate a trend toward an increase in the current market for the commodities under the awarded contract.

3.1.2.3 **Right of Cancellation:** If at any time during the term of the contract, the supplier's total request(s) for a price increase(s) is greater than fifteen percent (15%), the City of Columbus may cancel this agreement with thirty (30) days written notification.

3.2 **Bidder Requirements:** The City will use the requirements of this section to determine if each Bidder meets the minimum standards to be considered a responsible bidder. References and evidence of authorized deal/reseller

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partnership may be required. The Bidder should be prepared to provide said information upon request.

- 3.2.1 **Software and Support Capabilities:** Upon request, bidders must document and submit their capability of providing the equipment and warranty service specified herein.
- 3.2.2 **Manufacturer Relationship:** Upon request, the Bidder shall provide the history of their relationship with the manufacturer(s) that will potentially be providing these types of equipment/parts and warranty service for the past five years, including but not limited to the following:
  - a) Length of the relationship;
  - b) Level of the relationship;
  - c) A brief history of the relationship.
- 3.2.3 **References:** Upon request, the Bidder shall have documented proven successful contracts from at least four customers that the Bidder supports that are similar in scope, complexity, and cost to the requirements of this Specification. Reference contact information shall include the customer name, e-mail address, street address, telephone number, fax number, contact name, and software purchase date.
- 3.2.4 **Software / Support Information:** The Bidder shall describe the entitlements provided upon request.

All subcontracts must have valid contract compliance certification. 3.2.5

**Subcontractor Information Required:** If subcontractor(s) are to be used, please list names, addresses, telephone numbers, and a contact person for each subcontractor. Should the offeror use subcontractors, the City shall use the offeror as the primary contact point.

- 3.3 **Product Requirement Specifications:** The offeror shall provide Trellix software support as follows:

TRELLIX SKU #	DESCRIPTION	Term	QTY
MV2ECE-AA-EI	MCAFEE MVISION PLUS – SUBSCRIPTION LICENSE (1 YEAR) + 1 YEAR BUSINESS SOFTWARE SUPPORT - VOLUME, GHE – LEVEL E (5001-10000)	7/7/2023 – 7/6/2024	8000

**4.0 ORDERING, DELIVERY, and INVOICING**

- 4.1 **Ordering Procedure:** A written purchase order will be established. The Purchase Order will have the delivery information and invoice information.

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- 4.2 **Invoicing:** Each invoice shall show the City Purchase Order number, a brief description identifying the item, the unit price, and the total amount. The invoice amount must exactly match the purchase order amount in accordance with the bid proposal. All Invoices should be mailed to the following address to ensure proper payment:

DoT/Fiscal  
PO Box 2949  
Columbus, OH 43216

Invoices can also be submitted electronically to:  
DoTInvoices@columbus.gov

**5.0 EQUAL OPPORTUNITY CLAUSE**

- 5.1 The contractor/vendor/bidder will not unlawfully discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status, or military status. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status, or military status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post notices summarizing the provisions of this Equal Opportunity Clause in conspicuous places available to employees and applicants for employment.
- 5.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal-opportunity employer.
- 5.3 It is the policy of the City of Columbus that business concerns independently owned, operated, and controlled by MBE/WBEs shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the City.
- 5.4 The contractor shall permit access to any relevant and pertinent reports and documents by the Office of Diversity and Inclusion Director to verify compliance with this [Title 39](#) and the Office of Diversity and Inclusion regulations. All such materials provided to the Office of Diversity and Inclusion Director by the contractor shall be considered confidential.
- 5.5 The contractor will not obstruct or hinder the Office of Diversity and Inclusion Director or their deputies, staff, and assistants in fulfilling the duties and responsibilities imposed by [Title 39](#) of the Columbus City Codes.
- 5.6 The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- 5.7 The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid certification number as provided for in [Title 39](#).

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- 5.8 Failure or refusal of a contractor or subcontractor to comply with the provisions of [Title 39](#) may result in the cancellation of this contract.