

## Detailed Specifications

### 1.0 **SCOPE AND CLASSIFICATION**

- 1.1 **Scope:** It is the intent of the City of Columbus, Division/Department of \*\*\*\*\* to obtain formal bids to establish a contract for the purchase of \*\*\*\*\* to be used \*\*\*\*\* . It is the intent of the City of Columbus, Department of Technology (DoT) to obtain formal bids to establish a contract for the purchase of software licensing, maintenance and support for Veeam software licenses, maintenance and support service solutions. The City is a current Veeam customer, and seeks bidders who are authorized partners or distributors.
- 1.2 **Classification:** The contract resulting from this bid proposal will provide for the purchase and delivery of Veeam software licenses, maintenance and support. All Offerors must document the manufacture certified reseller partnership. Bidders are required to show experience in providing this type of equipment and warranty service as detailed in these specifications. Only authorized partners or distributors of these solutions are eligible to bid in response to this IFB.
- 1.2.1 **Bidder Experience:** The offeror must submit an outline of its experience and work history in these types of equipment and warranty service for the past five years.
- 1.2.2 **Bidder References:** The offeror shall have documented proven successful contracts from at least four customers that the offeror supports that are similar in scope, complexity, and cost to the requirements of this specification.
- 1.3 **Specification Questions:** Questions regarding this bid must be submitted on the Vendor Services portal by 11:00 am Monday, \*\*\*\*\* . Responses will be posted on the RFQ on Vendor Services no later than Thursday, \*\*\*\*\* at 11:00 am.
- 1.4 **Pre-Bid Facility Walk-Through:** A walk-through is not applicable for this bid.
- 1.5 For additional information concerning this bid, including procedures on how to submit a proposal, you must go to the City of Columbus Vendor Services web site at <http://vendors.columbus.gov/sites/public> and view this bid number.

### 2.0 **APPLICABLE PUBLICATIONS AND STANDARDS**

Veeam Technical Support Policies: Descriptions of Veeam technical support are available at: <https://www.veeam.com/support.html>

- 2.1 Must meet or exceed all City, State, Federal safety guidelines and standards.
- 2.2 All OSHA applicable guidelines and standards.

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2.3 References to a particular trade or manufacturer's model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies.

**3.0 REQUIREMENTS**

**3.1 General Information:**

3.1.1 **Term:** The contract awarded as a result of this proposal is for a one time purchase. The proposed contract shall provide for software licensing, maintenance and support (as detailed herein) effective 12/12/2018 – 12/11/2019, all licenses should be co-termed.

**Annual Extension:** Subject to mutual agreement, the period covered by the ensuing contract, under the same terms and conditions stated therein can be extended for ***four (4) additional one (1) year terms, or portion thereof, at the same pricing and the same escalator clause.***

3.1.2 **Pricing:** Bidders are to bid firm or fixed prices, FOB Destination, Freight Prepaid and Allowed. All pricing must include manufacturer warranty. All manufacturer warranties will be passed on to the City of Columbus.

3.1.3 **Escalator/De-escalator Clause:** No price adjustment shall be granted during the first twelve (12) months duration of an awarded contract. Thereafter, price adjustments may be negotiated as part of any annual extension, as described in 3.1.1.1.

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

3.1.3 **Quantity:** Part numbers and quantities for each item are as stated

3.1.4 **Quality Standards:** The City intends to purchase new, unused and the most current model. The specifications describe a minimum acceptable requirement which a bidder has to meet. However, the bidder is allowed to exceed a minimum requirement where the excess enhances the function of the unit and which the City can accept. It is not acceptable for a bidder to exceed a maximum desired limit.

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. **Please print, complete and attach** Reference pages and attach any supplemental pages as may be necessary to meet these requirements. **For instructions on how to attach a document to your bid, go to page 15 of the Vendor Services User Guide.**

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Veeam shall authorize the bidder to provide Veeam software licensing, maintenance and support. Bidders shall provide credentials attesting to the requirement of authorization by Veeam to provide software licensing, maintenance and support.

3.2.1 **Specification Requirements:** Documentation shall include (at a minimum) information meeting the following criteria. The bidder shall provide for annual Veeam software licensing, maintenance and support services as follows

3.2.1.1 **Proposal Instructions:** Bidders are required to respond to every item number requested, either in the form of a bid price, or as a “No Bid”. Failure to do so may be used as a basis for rejection of the bid.

Item	CSI /Part#	Product (Category from 5A)	Qty
1	V-VBRENT-VS- POPAR-00	Veeam Backup and Replication Enterprise for VMWare Public Sector; 1 yr Term date: 12/12/2018 – 12/11/2019	92
2	V-VBRENT-VS- POPAR-00	Veeam Backup and Replication Enterprise for VMWare Public Sector; 1 yr Term date: 12/12/2018 – 12/11/2019	58

3.2.1.2 **Software Upgrades:** The bidder shall provide for annual software maintenance and support agreement(s) that enable the City to access new versions and releases of Veeam as they become generally available.

3.3.2 **Technical Support:** The bidder shall offer maintenance and support agreement(s) that enable the City to access new versions and releases of Veeam software as they become generally available, in accordance with Veeam Technical Support Policies (see Section 2.1)

3.2.2 **References:** The offeror shall have documented proven successful contracts from at least four customers that the offeror supports that are similar in scope, complexity, and cost to the requirements of this specification.

3.2.2.1 **Contact Information Required:** The reference contact information shall include the customer name, customer e-mail address, street address, telephone number, fax number, contact name and equipment purchase date.

3.2.2.2 **Equipment / Warranty Service Information:** A description of the equipment/parts provided and type of warranty service that was provided.

3.2.3 **Subcontractor Information Required:** If subcontractor(s) are to be used, please list names, addresses, telephone numbers and a contact person for each subcontractor. All subcontracts must have valid contract compliance certification.

3.2.3.1 **Subcontractor Contact:** Should the offeror use subcontractors, the City shall use the offeror as the primary contact point.

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3.2.4 **Specification Questions:** Questions regarding this bid including any exceptions and/or suggested changes to the requirements must be submitted on the vendor services portal by 11:00 am (local time) on Monday, October 8, 2018. Responses and any necessary addenda will be posted as an amendment to this RFQ on the City's Vendor Services portal no later than 11:00 a.m. (local time) on October 9, 2018. The City strongly encourages bidders to submit exceptions and/or changes during this stage of the process. Bidders submitting exceptions and/or changes before this date will greatly reduce the likelihood of their bid being rejected as non-responsive to the specifications. Bidders whom have not registered and created a new user on the City's portal <http://vendors.columbus.gov/sites/public> are strongly encouraged to do so. Notice of any pre-bid notes and addenda will only be sent to Bidders whom have registered at the site.

3.2.4.1 For further instructions on how to submit "Vendor Questions" through the Vendor Portal, please see Section "Add Vendor Questions" provided on page 16 of the City of Columbus Vendor Services User Guide.

3.2.4.2 The City has instructional videos to assist bidders at the portal. Tutorial videos are available to be viewed through You Tube or by clicking the following link:  
  
[https://www.youtube.com/channel/UCTIkkGNM7GHIITzoqQVNJIA/videos?shelf\\_id=0&view=0&sort=dd](https://www.youtube.com/channel/UCTIkkGNM7GHIITzoqQVNJIA/videos?shelf_id=0&view=0&sort=dd)

3.2.5 **Pre-bid Site Visit:** No Pre-bid Site Visit required for this bid.

**3.3 Product Requirement Specifications:**

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3.3.1.1 **Alternates:** Bids will be considered on units complying with the specifications. **All alternates must be detailed in an attached letter to bid and the Manufacturer and Model clearly identified.** Explanations must fully state what is to be furnished. All alternates must exceed specifications. The City of Columbus reserves the right to determine whether any proposed alternates are within the specifications.

3.3.2 \*\*\*\*\* Service/Training Specifications

**4.0 SAMPLING, INSPECTION AND TEST PROCEDURES**

4.1 **Demonstration:** The City reserves the right to require a demonstration of any equipment prior to award of the bid. Such demonstration shall be conducted, at the sole discretion of the City, either on roads in the City of Columbus, or in another municipal setting in Franklin County, Ohio where such equipment is in daily operation. All costs

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associated with such demonstration are to be the responsibility of the supplier. All demonstrations shall be concluded within five (5) working days after notification of demo request. Failure to comply may be used as a basis for rejection of the bid.

4.2 **Inspection:** All parts shall be thoroughly, physically inspected upon delivery by an authorized representative of the Department of Technology (DoT) for verification of conformance to the specifications. Any damaged, defective, or substandard item shall be promptly removed by the supplier, and replaced at no cost to the City of Columbus. The supplier will be responsible for all shipping costs.

**5.0 ORDERING, DELIVERY and INVOICING**

5.1 **Ordering Procedure:** A written purchase order will be established by the Director of Finance and Management. The Purchase Order will have the delivery information and invoice information.

5.2 **Delivery days after Order:** Bidder shall insert in the "Discount" tab of the bid the Lead Time expressed as the number of calendar days after receipt of order that delivery will be made. Vendors shall state actual delivery time in calendar days in the space provided under Delivery/Payment Terms. Delivery time may be a factor in determining award of bid. Failure to deliver in the days proposed may lead the City to consider the contract holder in partial or full breach of the contract. In the case of such breach, the City reserves the right to pursue all remedies and actions available under this contract and relevant law.

5.2.1 **Delivery Location:** The equipment will be delivered FOB Destination Freight Prepaid and Allowed (Seller Bears All Freight Costs) to:

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**(SPECIFY IF INSIDE DELIVERY OR ANY OTHER REQUIREMENTS)**

5.2.2 The City of Columbus requires no less than twenty-four (24) hours advance notice before the actual delivery. Delivery can be made Monday through Friday 7:00 AM – 2:30 PM (local time), except on a City of Columbus recognized holiday. City of Columbus personnel will uncrate any carton packaging. The contact information and delivery location will be included on the Purchase Order.

5.2.3 **Contact Person:** The City will designate a contact person on the City of Columbus Purchase Order.

5.2.4 **Invoices:** Supplier may invoice the City of Columbus for software licensing, maintenance and support services provided. The City's payment terms for accurate invoices are Net 30 days.

5.2.5 **Invoice Address:**  
City of Columbus / Department of Technology  
ATTN: Accounts Payable  
PO BOX 2949

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- 5.2.6 **Invoice Content:** Invoices are to include the City's Purchase Order number, the quantity, applicable term dates and part numbers, the unit price (less discount where applicable), and the total amount due.
- 5.3 **Packaging:** All items must be packaged in the minimum standard packing material designed to protect against damage during shipment. Note the use of Environmentally Friendly materials is encouraged.
- 5.4 **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:

City of Columbus  
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6.0 **NOTES**

- 6.1 **Online Bidding Instructions:** Bidders are requested to quote firm or fixed prices on the corresponding line item(s) only. Within the "Comment" section of each line bidders are requested to provide the make, model and manufactured year of the unit quoted. It is understood that all parts that may not be specifically mentioned must be included to make the unit operational and complete.
- 6.1.1 **Alternates:** Bids will be considered on units complying with the specifications. All alternates must be detailed in an attached letter to bid. Explanations must fully state what is to be furnished. All alternates must exceed specifications. The City of Columbus reserves the right to determine whether any proposed alternates are within the specifications.
- 6.1.1.1 **Attachments:** For instruction on attaching documents to online quotes, please see page 15 of the "City of Columbus Vendor Services User Guide", made available through the Vendor Portal.
- 6.2 **Warranty:** The equipment specified herein shall be covered by the manufacturer's warranty at no additional charge. Bidders shall submit warranty on a separate sheet attached to the bid proposal.
- 6.2.1 **Warranty Period:** The warranty period shall be a minimum of 12 months at no additional charge. Bidders shall submit copies of the warranty as an attachment with the bid proposal.
- 6.2.2 **Delayed Warranty:** Bidder shall submit on a separate sheet attached to the bid a procedure for delayed warranty for starting dates to cover the interval between time of delivery of the complete vehicle and the actual date that the equipment is placed in service by the City. This delayed time period will cover inspection, operator and mechanic training, etc.

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63 **Insurance Requirements and Workers Compensation:** Successful Bidder is required to provide the following before final execution of the contract:

6.3.1 **Liability Insurance:** The contractor shall take out and maintain during the life of the contract, such Public Liability (bodily injury and property damage) Insurance as shall protect him from claims from damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by himself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the city as named insured. The Contractor shall maintain coverage of the types and in the amounts specified below. Submitting a certificate of insurance shall evidence proof of such insurance coverage. A contractor's "umbrella" type policy with limits specified below may be submitted for this requirement, with the City as named insured.

The amount of such insurance shall be as follows:

Bodily Injury Liability  
Each Person . . . . . \$ 1,000,000.00  
Each Accident . . . . . \$ 1,000,000.00

Property Damage Liability  
Each Person . . . . . \$ 1,000,000.00  
Each Accident . . . . . \$ 1,000,000.00

Such insurance shall remain in full force and effect during the life of the contract. Insurance may not be changed or cancelled unless the insured and the City are notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the Contractor is responsible for the part sublet being adequately covered by insurance herein above described.

Contractor assumes all risk of loss and damage to the equipment provided unless loss or damage occurs at the time the operator and equipment are being operated for the purpose designated by the city and such loss or damages is caused by an act of the city or its employee which constitutes gross negligence or wanton misconduct.

6.3.2 **Workers Compensation:** The successful contractor obtain and maintain during the life of this contract, adequate worker's compensation insurance for all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. The successful contractor shall furnish one (1) copy of the worker's compensation certificate showing that the contractor has paid his industrial insurance premium.

6.4 **Correspondences:** During the bidding and evaluation process Offerors are strictly prohibited from communicating with any City employees or officers regarding the solicitation. Any communication from the vendor to the City should be limited to only the contact(s) listed in the RFQ and/or below. A violation of this section on the part of the

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Offeror may lead to disqualification.

All correspondences regarding this bid should be sent via email to [\\*\\*\\*\\*\\*@columbus.gov](mailto:*****@columbus.gov),  
or:

City of Columbus Purchasing Office  
77 N. Front Street, 5th Floor  
Columbus, OH 43215  
ATTN: \*\*\*\*\*

- 6.5 **Disclosure:** The contractor agrees that no information will be disclosed to third parties or published in case studies, advertisements, white papers, customer testimonials, etc. without the written consent of the City.
- 6.6 **IFB Contact Information:** All questions and communications relating to this IFB must be directed to the contact persons named on page 2. All other communications between a vendor and any other City staff concerning the IFB are prohibited.