

CITY OF COLUMBUS, OHIO
DEPARTMENT OF TECHNOLOGY



DEPARTMENT OF
TECHNOLOGY

Request for Proposal

For

City of Columbus / VMware Hardware, Software and Parts

RFQ012824

<https://columbus.bonfirehub.com/opportunities/17194>

Submittal Date: **July 10, 2019** @ 11:00 a.m.

Andrew J. Ginther, Mayor

H. Samuel Orth III, Director of Technology

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VMWARE
SPECIFICATIONS

1.0 SCOPE AND CLASSIFICATION

1.1 **Scope:** This proposal is to provide the City of Columbus, Department of Technology (DoT) with a Purchasing Agreement (PA) to purchase VMware, hardware, software, and parts. The proposed contract will provide for the purchase of VMware Catalog listed for City of Columbus information technology infrastructure services. The City may purchase any item(s) or group of like item(s) in the catalog and/or price list from the successful bidder after a purchase order for the listed items is issued. The proposed contract will be in place through June 30, 2021.

1.2 **Classification:** The City is looking for offerors with an OarNet/VMware certified reseller partnership. The bidder shall submit proposed discounts to the attached the most current OarNet VMware price list available to authorized users at https://www.oar.net/content/virtualization_VMware.

The contract(s) resulting from this bid proposal will provide for the option of the purchase and delivery of VMware hardware, software, and parts. Bidders are required to show experience in providing these types of software solutions well as meeting or exceeding the personnel requirements as detailed in these specifications.

1.2.1 **Bidder experience:** The VMware hardware, software, and parts, offeror must submit an outline of its experience and work history in these types of software and training for the past five years.

1.2.2 **Bidder References:** The VMware hardware, software, and parts and offeror shall have documented proven successful contracts in at least four agencies equivalent to the size of the City's current virtualized environment or larger.

2.0 APPLICABLE PUBLICATIONS

N/A

3.0 REQUIREMENTS

3.1 **General Requirements:**

3.1.1 **Term:** The proposed contract shall be in effect from July 1, 2019 through June 30, 2022.

3.1.1.1 **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 two (2) additional years, or portion thereof, at the same pricing and the same escalator clause.

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- 3.1.2 **Pricing:** The bidder shall submit a firm, fixed discounts (or mark-up, if applicable) to the most current OarNet/VMware listed prices available to authorized users at https://www.oar.net/content/virtualization_VMware in the space provided on page 7. The discounts proposed will be applicable to all items in the catalog categories VMware hardware/software. Services shall include all travel-related costs, overhead, general and administrative costs, and profit.
- 3.1.3 **Quantity Estimate:** The City estimates spending approximately \$1 million per year under this contract. These are estimates and do not constitute a guarantee that any amount will be spent, but reflect historical spending over the last three years. The City reserves the right to purchase up to any amount stated in this ITB.
- 3.2 **Bidder Requirements:** The requirements of this section will be used by the City to determine if each bidder meets the minimum standard required to be considered a responsible bidder. Please complete and attach any supplemental pages as may be necessary to meet these requirements.
- 3.2.1 **Experience Required:** Offeror shall document and submit with the bid their ability to service the City's environment of VMware hardware, software, and parts. Documentation shall include (at a minimum) information meeting the following criteria.
- 3.2.1.1 **VMware Capabilities:** Offerors must document the capability of processing large orders in a rapid turn around with accuracy and timely delivery.
- 3.2.1.2 **Manufacturer Relationship:** The offeror shall provide the history of their relationship with manufacturer(s) that will potentially be providing equipment, including but not limited to the following:
- a) Length of the relationship
 - b) Level of the relationship
 - c) A brief history of the relationship
- 3.2.2 **References (page 8 & 9):** The offeror shall provide documentation of long-term relationships with customers that are equivalent to the size of the City's current hardware environment or larger. Offeror shall furnish the City with a list that outlines the number and types of similar contracts within Columbus, Ohio and the state of Ohio. Supply at least four (4) references from companies that the offeror supports that are similar in scope, complexity, and cost. Onsite visits may be scheduled with those companies.
- 3.2.2.1 **Contact Information Required:** The reference contact information shall include the customer name, start/end dates of the project, customer e-mail address, street address, telephone number, and fax number.

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- 3.2.2.2 **Work Performed Information:** A description of the software or equipment provided, type of service, support and/or implementation that was provided
- 3.2.2.3 **Participants:** Bidder must submit supplemental pages documenting team participant roles, and knowledge, skills and abilities, including applicable VMware or other relevant industry certifications.
- 3.2.2.4 **Information Required:** If subcontractor(s) are to be used, please list (as part of the response) names, addresses, telephone numbers and a contact person for each subcontractor. Offeror can subcontract with VMware for hardware, software, and parts. All subcontracts must have valid contract compliance certification.
- 3.2.2.5 **Subcontractor Contact:** Should the offeror use subcontractors, the City shall use the offeror as the primary contact point.
- 3.3 **Specification Requirements:** The offeror shall provide new equipment and maintenance as requested.
- 3.3.1 **Software, Equipment and Services Listing:** The bidder will fulfill orders from the City utilizing the most up to date VMware catalog/price list available to authorized users at www.VMware.com incorporating the hardware/software discount bid in response to this ITB. The City may purchase any item(s) or group of like item(s) in the catalog and/or price list from the successful bidder after a purchase order for the listed items is issued. ***As part of this RFP, the bidder shall complete and return with their RFP, Attachment A, VMware pricing.***
- 4.0 INSPECTION, TESTING AND EVALUATION PROCEDURES
- 4.1 **Testing:** At the request of the City, hardware components of VMware equipment will be tested by offeror with the aid of the City, if needed after hours to ensure proper functionality. Acceptance by the City shall be based upon proven and complete functionality for a period of 15 days.
- 5.0 **PREPARATION FOR DELIVERY**
- 5.1 **Delivery Location:** All deliveries for all equipment/replacement parts will be FOB destination, inside delivery, onsite to DoT's Data Center West and addressed to the City's designated point of contact ***unless otherwise identified in the City issued certified purchase order.*** The offeror is responsible to inspect all equipment for damage and usability prior to any installation or repair delivery to the City of Columbus' DoT Data Center West site. A lift gate truck is required for delivery

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- 5.2 **Contact Person:** Contact person will be designated on the City of Columbus Purchase Order. A 24-hour notice by phone call will be required prior to deliveries. Deliveries will be taken between 8:00 AM and 5:00 PM.
- 5.3 **Invoices:** Supplier may invoice the City of Columbus for the equipment, installation and services separately. Invoice for equipment only will be accepted and paid after receipt of the equipment. Accurate invoices shall be processed for payment net 30 days.
- 5.3.1 **Invoice Address:**
City of Columbus / Department of Technology
PO Box 2949
Columbus, Ohio 43216
- 5.3.2 **Invoice Content:** Each invoice shall show the City P.O. number, the quantity, and a brief identifying description of the item or service, the unit price (less discount where applicable), the total amount and the project address.

6.0 NOTES

- 6.1 **Purchase Agreement:** This proposal is bidder's offer to sell the item(s) set forth on the bid proposal sheet at the price(s) quoted by bidder thereon, under the terms and conditions of these bid documents. An estimated quantity is set forth on the bid quotation sheet. Bidder is to take notice that the City makes no warranties or representations that the estimated quantity, or any quantity at all, will be ordered by the City even though bidder's proposal is accepted by the City and a firm offer for sale executed.

If bidder's proposal is accepted by the City and the firm offer for sale is executed the bidder is to take further notice that no act, failure to act, or order placed by the City shall constitute an order or contractually bind the City without the proper certificate by the City Auditor that funds sufficient for full payment due on any order are available. Each order placed under the firm offer for sale shall require execution of a purchase order. Therefore in consideration of one (1) dollar received by the awarded bidder, said bidder shall offer to sell buyer, City of Columbus, who shall have the Contract Term to exercise this option to purchase, at the price and on the terms set forth in this bid proposal.

The City shall not be precluded from buying similar items from other suppliers, or the same items in the event of an emergency. In the event of an overlap in the annual term of subsequent Purchase Agreements, the City may purchase the desired item from either awarded contract at the City's sole discretion.

- 6.1.1 **Written Purchase Order:** Written Purchase Orders may be established for various City Agencies, signed by the Director of Technology, referencing the terms of this contract and specifying delivery locations. Written Purchase Order(s) will represent a

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maximum obligation for the City of Columbus over a particular time period. The City may spend all, part or none of the funding noted on the Purchase Order. This Purchase Order shall not be construed as an actual order to manufacture ship or provide any items or services. Rather, written Purchase Order(s) enable properly authorized City agency personnel to make purchases on an "as needed" basis per this contract. Any number of written purchase orders may be issued at the discretion of the city to increase or decrease available funds during the term of the agreement. At no time shall the maximum obligation of the City agency exceed the cumulative dollar amount of associated purchase orders. Any available funds balance not obligated by the City for accounts payable on items/work ordered on or prior to that date shall be cancelled after that date.

6.2 Insurance Requirements:

6.2.1 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

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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.

- 6.2.2 **Worker's Compensation Insurance:** The contractor shall take out 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 Contractor shall furnish three (3) copies of the worker's compensation certificate showing that the Contractor has paid his industrial insurance
- 6.3 **Save Harmless:** Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees resulting from claim, by third parties for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.
- 6.4 **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.
- 6.5 **Proposal Page Instructions:** The bidder shall submit a firm, fixed discounts (or mark-up, if applicable) to the most current VMware listed prices available to authorized users at www.VMware.com in spreadsheet file Attachment A. The discounts proposed will be applicable to all items in the catalog categories VMware hardware/software, and parts. The City may purchase any item(s) or group of like item(s) in the catalog and/or price list from the successful bidder after a purchase order for the listed items is issued. If multiple discounts occur in a price list, please include the additional discount(s) on a separate piece of paper if needed.
- 6.5.1 **Multiple Discounts:** All multiple discounts submitted must be in such a fashion that cost to the City of items not specifically listed in the bid is easily comprehensible. It is understood that any like item(s) not designated but listed in the most up to date VMware price list and/or catalog shall be given the same discount.
- 6.6 **ITB Contact Information:** All questions and communications relating to this ITB must be directed to the contact persons named on page 2. All other communications between a vendor and any other City staff concerning the ITB are prohibited.

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To the Technology Director of the City of Columbus, Ohio: We (I), the below signed hereby propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

The bidder hereby states that the inserted discounts shall apply to all VMware hardware, software, and parts purchases made by the City of Columbus so long as OarNet's contract with VMware in effect, as indicated in Attachment A attached hereto.

ADDITIONAL PAGES MAY BE ADDED AS NECCESARY TO COMPLY WITH SECTION 6.5

PLEASE COMPLETE THE EXCEL SPREADSHEET INCLUDED AS AN ADDITIONAL ATTACHMENT

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REFERENCES

The bidder must briefly document its capabilities and submit an outline of its experience and work history in VMware hardware, software, and parts for the past five years by submitting the contact information of Professional References from five (4) separate implementation projects. References should consist of projects of a similar scope, complexity, and cost.

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Work performed from _____ to _____

Work Performed: _____

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Work performed from _____ to _____

Work Performed: _____

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Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Work performed from _____ to _____

Work Performed: _____

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Work performed from _____ to _____

Work Performed: _____

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PROPOSAL

Experience/Certificates Required: The bidder is required to provide a workforce with the experience and certified training required to complete this Project. Where the employees are not employed directly by the bidder but are being provided by subcontractors in order to provide any of the necessary experience/certificates to perform the work for this project, those subcontractors must be identified within this section of the bid at the date and time the bid is due.

SUBCONTRACTOR COMPANY NAME
SUBCONTRACTOR ADDRESS / PHONE
SUBCONTRACTOR FEDERAL ID#
DESCRIBE SUBCONTRACTOR PARTICIPATION

SUBCONTRACTOR COMPANY NAME
SUBCONTRACTOR ADDRESS / PHONE
SUBCONTRACTOR FEDERAL ID#
DESCRIBE SUBCONTRACTOR PARTICIPATION

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