

## 1.0 **SCOPE AND CLASSIFICATION**

1.1 **Scope:** This Invitation to Bid (ITB) provides the City of Columbus, Department of Technology (DoT) with Juniper Care Services, including Juniper Core Plus and Next Day service levels.

1.2 **Classification:** Bidders must meet the following requirements to provide the DoT with Juniper Care Services as detailed herein. Only authorized Juniper Care Services partners/dealers/VARS are eligible to bid in response to this ITB. Proof of relationship must be submitted with the response. The award shall be all or none, and pricing shall be fixed and firm

1.2.1 **Bidder Experience:** Bidders must have at least three (3) years of experience providing Juniper Care Services.

1.2.2 **Bidder References:** Bidders must be able to provide at least three (3) references from existing Juniper Care Services customers, equivalent to the size of the City's current hardware environment or larger.

1.3 **Specification Questions:** Questions regarding this bid must be submitted on the Vendor Services portal by 11:00 am Monday, April 17, 2023. Responses will be posted on the RFQ on Vendor Services no later than Thursday, April 21, 2023, at 11:00 am.

1.4 For additional information concerning this bid, including procedures for submitting a bid, go to the City of Columbus Vendor Services website at <http://vendors.columbus.gov/sites/public> and view this bid number.

## 2.0 **APPLICABLE PUBLICATIONS AND STANDARDS**

2.1 N/A

## 3.0 **REQUIREMENTS**

3.1 **General Information:**

3.1.1 **Term:** The contract awarded due to this ITB is for one year beginning 12/01/2023 and is not subject to the automatic renewal.

3.1.1.1 **Annual Extension:** Subject to a 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 a portion thereof, at the same pricing and the same escalator clause.

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- 3.1.2 **Pricing:** Bidders are to bid firm or fixed prices, FOB Destination, Freight Prepaid, and Allowed. All pricing must include a manufacturer warranty. All manufacturer warranties will be passed on to the City of Columbus.
- 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.
- 3.1.3 **Quantity:** See Exhibit A
- 3.1.4 **Quality Standards:** The City intends to purchase new, unused, and the most current model. The specifications describe a minimum acceptable requirement that a bidder has to meet. However, the bidder can exceed a minimum requirement where the excess enhances the unit's function, which the City can accept. It is not acceptable for a bidder to exceed a maximum desired limit.

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- 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 any additional pages necessary to meet these requirements. **Please refer to the Vendor Services User Guide for instructions on attaching a document to your bid.**
- 3.2.1 **Experience Required:** Documentation shall include (at a minimum) information meeting the following criteria.
- 3.2.1.1 **Equipment and Warranty Capabilities:** Bidders must document and submit in a letter attached to the bid their capability of providing the equipment and warranty service specified herein.
- 3.2.1.2 **Manufacturer Relationship:** The Offeror 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
- 3.2.2 **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's name, email 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 and the type of warranty service 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.
- 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 TimeTime) on Monday, April 17, 2023. Responses and any necessary addenda will be posted as an amendment to this RFQ on the City's Vendor Services portal by 11:00 am (local TimeTime) on Thursday, April 21, 2023. The City strongly encourages bidders to submit exceptions and/or changes during this process. Bidders submitting exceptions and/or modifications before this date will significantly reduce the likelihood of their bid being rejected as non-responsive to the specifications. Bidders who have yet to register and create a new user on the City's portal <http://vendors.columbus.gov/sites/public> are strongly encouraged to do so.

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Notice of any pre-bid notes and addenda will only be sent to Bidders who have registered at the site.

3.2.4.1 For further instructions on submitting "Vendor Questions" through the Vendor Portal, please see the Section "Add Vendor Questions" in 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 YouTube or by clicking the following link:

[https://www.youtube.com/channel/UCTIkkGNM7GHITzoqQVNJIA/videos?shelf\\_id=0&view=0&sort=dd](https://www.youtube.com/channel/UCTIkkGNM7GHITzoqQVNJIA/videos?shelf_id=0&view=0&sort=dd)

3.2.5 Section 3.2.4 above.

### 3.3 **Product Requirement Specifications:**

3.3.1 Juniper part renewal details. Please see Attachment A.

3.3.1.1 **Alternates:** Shall not be considered

## 4.0 **SAMPLING, INSPECTION, AND TEST PROCEDURES**

4.1 **Demonstration:** N/A

4.2 **Inspection:** N/A

## 5.0 **ORDERING, DELIVERY, and INVOICING**

5.1 **Ordering Procedure:** The Director of the Department of Technology will establish a written purchase order. 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 TimeTime expressed as the number of calendar days after receipt of the 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 an award of bid. Failure to deliver in the days proposed may lead the City to consider the contract holder in partial or complete breach of the contract. In such a breach, the City reserves the right to pursue all remedies and actions available under this contract and the relevant law.

5.2.1 **Delivery Location:** The equipment will be delivered FOB Destination Freight Prepaid and Allowed (Seller Bears All Freight Costs) to: **INSIDE DELIVERY AS NOTED ON PURCHASE ORDER**

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5.2.2 The City of Columbus requires at least twenty-four (24) hours advance notice before delivery. Delivery can be made Monday through Friday, 7:00 am – 2:30 pm (local TimeTime), 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.

5.3 **Packaging:** All items must be packaged in the minimum standard packing material designed to protect against damage during shipment. Note that 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  
DOT/FISCAL OFFICE  
PO BOX 2949  
COLUMBUS, OHIO 43216  
OR  
**DOTINVOICES@COLUMUS.GOV**

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 each line's "Comment" section, bidders are requested to provide the quoted unit's make, model, and manufactured year. 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 meet or 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 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 a 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 attach copies of the warranty with the bid proposal.

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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 the TimeTime 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.

6.2.3 **Fully Franchised:** The bidder shall contract with a warranty service provider whose primary business is the sale and/or repair of the equipment proposed in this bid proposal. Warranty service must be performed by a franchised OEM dealer authorized by the manufacturer(s) to perform warranty service. The warranty work shall be the successful bidder's responsibility, and the successful bidder shall coordinate all warranty work. Any defects shall be corrected, and the equipment returned to the City within ten (10) days of written (mail, email, or fax) notification of the service need. Any defects shall be corrected without cost to the City of Columbus. Under no circumstances shall the "out of operation" TimeTime of the equipment exceed ninety (90) days.

6.2.4 **Warranty Service Logistics:** The cost of transport of equipment for warranty purposes shall be the successful bidder's responsibility. The successful bidder must pick up and transport the equipment to the warranty service location. At the successful bidder's discretion, the equipment may be transported (not towed) to a location within Franklin or contiguous counties. For a warranty service location outside of a contiguous county, the equipment must be transported (not towed).

6.3 **Literature: N/A**

6.4 **Manuals: N/A**

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

6.5.1 **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 process is by himself or any subcontractor or by anyone directly or indirectly employed by either of them. The such insurance policy shall include the City as named insured. The Contractor shall maintain coverage of the types and the amounts specified below. Submitting a certificate of insurance shall evidence proof of such insurance coverage. A contractor's "umbrella" policy with limits set below may be submitted for this requirement, with the City 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

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Each Accident . . . . . \$ 1,000,000.00

Such insurance shall remain in full force and effect during the life of the contract. Insurance may only be changed or canceled if the insured and the City are notified in writing at least 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 the abovementioned insurance.

The Contractor assumes all risk of loss and damage to the equipment provided unless loss or damage occurs at the TimeTime 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.

6.5.2 **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 the protection afforded by the Contractor covers such employees. The successful Contractor shall furnish one (1) copy of the worker's compensation certificate showing that the Contractor has paid his industrial insurance premium.

6.6 **Correspondences:** During the bidding and evaluation process, Offerors are strictly prohibited from communicating with 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 Offeror may lead to disqualification.

All correspondence regarding this bid should be sent via email to [DOTPROCUREMENT@columbus.gov](mailto:DOTPROCUREMENT@columbus.gov).