



Invitation to Bid – Storage Area Network Array
February 17, 2014
Solicitation # 413-0214-26

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than **2:30 P.M.CST ,March 13 , 2014**, and then publicly opened and read aloud for Storage Area Network Array.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Assistant Finance Director, Danny King at (931) 560-1576.

No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days.

Bid Instructions

To be considered, you must:

1. Submit a bid, using a format of the vendor's choosing, which clearly identifies the make and model of unit being bid together with all salient features particularly those that indicate compliance with minimum specifications included herein.
2. A bids addenda shall be included noting any and all the vendor expectations or requirements of the City that are not part of the vendor's bid and necessary for a successful installation.
3. Submit in writing with the bid any exceptions taken to specification where the equipment being bid fails to meet minimum specifications
4. Register as a vendor. As a registered vendor, you will be contacted regarding all similar bids. You may register online using the link furnished on our web page <http://www.vendorregistry.com/columbia-tn-vendor-registration> or registration forms are available

Any addenda to this invitation to bid will be posted through the City of Columbia website in the purchasing section. Bidders must comply with any and all addenda and shall be responsible for checking for addenda.

All forms must be signed by someone with the authority to bind the bidder in the spaces provided.

All bid documents shall be returned to:

Purchasing Agent, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with **Bid SAN** and opening date of bid, March 13, 2014.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed or e-mailed bids shall not be accepted.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

All costs associated with preparation or delivery of a bid shall be the sole responsibility of the bidder.

1. SCOPE

The City of Columbia MIS Department is seeking to purchase two storage area network array (SAN). One unit will be installed in the MIS offices while the second unit will be located at another City facility and connected by the City's fiber optic connections. The second unit will replicate the first unit and serve as a backup and recovery unit. The specifications included herein represent the City's minimum expectations for the SAN. Bids must meet these minimum specifications but may exceed them.

2. GENERAL CONDITIONS

1. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

2. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".

4. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
5. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. **Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
8. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
9. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
10. **Compliance:** Contractor shall abide by all federal, state and local laws and statutes and obtain all permits required in number seventeen (17) of these conditions.
11. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
12. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City

shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.

13. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent in the City Manager's Office of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified herein. Bids received after the specified time for opening, as shown in this invitation to bid, will not be accepted.
14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. **Multi-Year Contracts:** The City reserves the right to enter into multi –year contracts and further has the right to terminate multi year contracts due to non-appropriation of funds.
17. **Financial Statements:** Financial statements will be submitted upon request.
18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.

19. Complaints – Vendors

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if agreement forward the decision to the vendor.
- b. Step Two – If the vendor is not satisfied with the Purchasing Agent's response, the vendor may appeal in writing to the City Manager within 10 day from the date of the Purchasing Agents response, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager's decision shall be final.

3. SPECIAL CONDITIONS

- 3.1 All bids shall include delivery to the primary location FOB City of Columbia MIS Department, 700 North Garden St , Columbia, Tennessee 38401 and additional site within City limits of Columbia Tennessee as to be determined.

3.2 All bids shall include setup and configuration of the units.

4. INSURANCE

The Vendor, **if requested**, shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Vendor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Vendor shall furnish, **if requested**, a copy of an original Certificate of Insurance, naming City of Columbia as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance – State statutory limits .
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$500,000 CSL (combined single limit).
3. Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$100,000 CSL.

5. WARRANTY AND SUPPORT - Information on any and all warranties must be supplied with the bid when submitted.

- a. Minimum warranty – 3 year
- b. Support Agreement – 24 / 7 /365 onsite hardware and software support .

6. LAWS, TAXES AND INDEMNIFICATION – The Bidder shall comply with all applicable local, State and Federal laws. The contractor is further responsible for all taxes associated with providing goods or services as a result of this invitation to bid. The Bidder agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a results of the actions of the bidder, his employees, or any subcontractors.

7. TIME OF THE ESSENCE - Time is of the essence in the performance of a resulting contract. Repeated delays shall be interpreted as failure to meet contractual obligations and shall be cause for cancellation of contract.

8. PAYMENT - Payment will be made within 30 days of provided the following conditions have been met:

1. A complete and accurate invoice has been delivered to the MIS Director of the City of Columbia.

2. The SAN has been properly delivered, configured, installed and accepted by the MIS Director of City of Columbia.

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9. Specifications and Requirements for Storage Area Network Array (SAN) - City of Columbia MIS Department – Solicitation # 413-0214-26

While the City will only be purchasing a pair of SAN units, bidders may offer multiple configurations of units. Configurations that emphasize performance versus a configuration that emphasizes storage capacity or other such configurations of units will be evaluated. All configurations shall meet the minimum specifications as presented below.

Specification #	Specification and Requirements
Hardware Requirement	
9.1	Dual controllers with failover capability
9.2	Each controller must be equipped with at least two 1Gbps Ethernet ports
9.3	iSCSI protocol support, fiber channel-capable
9.4	At least 24 hot-swappable drive bays
9.5	At least 24 hard drives
9.6	At least 20TB raw capacity (10K SAS hard drives, or better
9.7	Scalability, expandable
9.8	Ability to replicate itself to an identical secondary off-site SAN using deduplication, snapshots, or similar space-saving compression techniques
9.9	Unit must be rack-mountable and include rails
9.10	Additional switching equipment for performance (if necessary)
Software Requirement	
9.11	Integrated management interface
9.12	Synchronous and point-in-time replication capabilities
9.13	Snapshot integration with MS SQL, Exchange, VMware , and Hyper-V
9.14	Capability to be configured to automatically notify the storage vendor of component failures
9.15	SAN monitoring software