



Rhode Island Airport Corporation

January 4, 2019

**Invitation for Bid. 28784
Veeam Backup Renewal
T. F. Green Airport, Warwick, RI**

The Rhode Island Airport Corporation (RIAC) is seeking bids to provide one (1) and three (3) year maintenance renewal options of our Veeam Backup & Replication Enterprise Plus for VMWare expiring February 3, 2019.

Due date for bids is no later than **2:00PM EDT, January 18, 2019**, at which time they will be publicly opened. Bids must be in a sealed envelope clearly marked "**IFB No. 28784 – Veeam Renewal**". RIAC will not accept late bids under any circumstances. All costs incurred in connection with responding to this Invitation for Bids (IFB) shall be borne by the bidder.

Questions related to this solicitation may be submitted to procurement@pvdairport.com no later than 4:00PM EDT, January 10, 2019. Direct contact with RIAC staff is strictly prohibited unless submitted in writing to procurement@pvdairport.com. RIAC may issue an addendum by end of day EDT, January 11, 2019, to respond to any relevant questions raised by potential bidders. This addendum will be posted to <https://www.pvdairport.com/corporate/procurement> and <https://www.purchasing.ri.gov>.

SPECIFICATIONS

RIAC is seeking bids to provide software renewal for Veeam Backup & Replication Enterprise Plus for VMware and consist of the following manufacturer part numbers and quantities:

Option 1: One-Year Renewal

Contract #	New Support Start Date	New Support Expiration Date	Quantity	Product SKU
1403357	02/03/19	02/03/20	20	V-VBRPLS-VS-P01AR-00

Option 2: Three-Year Renewal

Contract #	New Support Start Date	New Support Expiration Date	Quantity	Product SKU
1403357	02/03/19	02/03/22	20	V-VBRPLS-VS-P01AR-00
1403357	02/03/19	02/03/22	20	V-VBRPLS-VS-P02YP-00

All bidders/offerors may submit bids for one year and three year options. RIAC will only award one of these options, to be determined at the sole discretion of RIAC and in RIAC's best interest.

Payment shall be paid in full for Option 1 and Option 2 in accordance with Item No. 14 of the Terms and Conditions on page 7 of this IFB.

IFB No. 28784
Veeam Backup Renewal
T. F. Green Airport, Warwick, RI
RESPONSE FORM

Responses are **due no later than 2:00PM EDT, January 18, 2019** at Rhode Island Airport Corporation, T. F. Green Airport, Office of Procurement, 2000 Post Road, 3rd floor, Warwick RI 02886-1533. Vendors may copy/scan these pages to facilitate completing the information, but must return response in this format/order.

The undersigned, on behalf of the bidder, certifies that: This offer is made without previous understanding, agreement or connection with any person, firm, or corporation entering a bid on the same project; is in all respects fair and without collusion or fraud. The person whose signature appears below is legally empowered to bind the company in whose name the bid is entered. They have read the entire document and understand all provisions. If accepted by RIAC this bid is guaranteed as written and amended and will be implemented as stated.

ALL vendors interested in responding **MUST** provide the following requested information in this format. Additional information may be included on accompanying sheets, if necessary.

Firm Name _____

Contact Name _____ Title _____

Signature _____ Date _____

Address _____ City/State _____ Zip _____

Phone _____ Fax _____ Hours _____

Company Web Site Address _____ E-Mail _____

General Nature of Business _____

Remittance Address (for Payments):

Name: _____

Address _____ City/State _____ Zip _____

1. Are you Rhode Island Certified as DBE/WBE/MBE? If yes, please attach certification letter

Yes___ No___

2. Are you listed on a Master Price Agreement (MPA)with the State of Rhode Island?

Yes___ No___ MPA Number(s)_____

3. Are you a GSA, MiCTA, or U.S. Communities Contractor?

Yes___ No___ Number(s)_____

4. Type of Organization (check one):

Manufacturer _____ Distributor _____ Retail _____ Dealer _____ Service _____

5. We Acknowledge Receipt of Addenda: No.____, Dated _____; No. ____, Dated _____

6. Has any person, firm, or corporation entering a proposal on the project been disbarred or suspended by the State of Rhode Island? _____ If so, indicate dates and explanation for such.

7. Provide references from at least (3) companies, which have received the proposed or similar services. Please include: Firm, Facility, Group or Organization Name, Address, Contact Person, Title, Phone Number, Email Address, Date of Purchase/Service/Project, Description of Purchase/Service/Project.

8. Attach a W9 Form.

9. On a separate sheet, list any deviations from the SPECIFICATIONS and MANDATORY REQUIREMENTS section in this document. **Below is an example of the format**

ITEM NO.	REASON FOR DEVIATION, DESCRIPTION OF REPLACEMENT COMPONENT, AND/OR EXPLANATION

10. Pricing Information (please print clearly)

All bidders/offerors may submit bids for one year and three year options. RIAC will only award one of these options, to be determined at the sole discretion of RIAC and in RIAC's best interest.

Option 1: One-Year Renewal

Contract #	New Support Start Date	New Support Expiration Date	Quantity	Product SKU	Unit Price (USD \$)
1403357	02/03/19	02/03/20	20	V-VBRPLS-VS-P01AR-00	
TOTAL One-Year Renewal					\$

Option 2: Three-Year Renewal

Contract #	New Support Start Date	New Support Expiration Date	Quantity	Product SKU	Unit Price (USD \$)
1403357	02/03/19	02/03/22	20	V-VBRPLS-VS-P01AR-00	
1403357	02/03/19	02/03/22	20	V-VBRPLS-VS-P02YP-00	
TOTAL Three-Year Renewal					\$

Terms and Conditions

In submitting a response to this Invitation for Bids (IFB), Bidders/Proposers (Bidder) hereby understand the following:

1. All project participants, consultants, engineers, and contractors, must comply with all applicable federal, state laws and RIAC rules and regulations pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
2. Alternate bids (two or more bids submitted) will be considered for award. RIAC reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein.
3. The bids submitted, and any further information acquired through interviews, will become, and are to be considered, a part of the final completed contract. If there is any variance or conflict, the bid specifications, conditions, and requirements shall control.
4. All information submitted in response to this IFB is deemed public and subject to disclosure unless a separate redacted public copy is submitted, regardless of whether the information is marked confidential/proprietary. Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act (R.I. Gen. Laws § 38-2 et. seq.). If Bidder does not submit a redacted public copy, RIAC assumes that Bidder is not seeking confidential treatment for any of its information and thus, all information is subject to public disclosure.
5. Bidders must hold the bid price for one hundred twenty (120) days from bid opening date, and may not withdraw their bid for at least thirty (30) days after the time and date set for the receipt of bids. Prices MUST also be free of federal, state and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid. RIAC is Tax Exempt and a certificate will be supplied as required.
6. Bidder MUST return the original attached Response Form as noted previously on the bid due date.
7. Envelopes containing responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, date, and time.
8. RIAC interprets the term "lowest responsible Bidder" as requiring RIAC to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. RIAC can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which bids are received. RIAC can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective Bidders.
9. RIAC reserves the right to waive any irregularities and to reject any and all bids on any basis without disclosing the reason. RIAC will be the sole judge in determining as equivalent products (if applicable). The successful Bidder will be the lowest responsible and responsive Bidder. For purposes of this solicitation, the lowest responsible Bidder is the firm that RIAC determines meets the specifications at the lowest price.

10. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist RIAC in analyzing your bid.
11. A purchase order and/or contractual agreement constitutes RIAC's offer to the Bidder upon the terms and conditions stated herein, and shall become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
12. After award, if the successful Bidder refuses or fails to make deliveries of the materials and or services within the times specified in the IFB, purchase order, or contractual agreement, RIAC may, by written notice, terminate the contract OR purchase order.
13. The Bidder shall hold and save RIAC, The State of Rhode Island, and its officers, agents, servants/employees harmless from liability of any patented or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by RIAC.
14. Payment of the firm's invoices is subject to adjustment and payment terms are net 30 days following approval by RIAC staff.
15. Procedures respecting bids and the selection of firms shall be in conformity with Title 37, Chapter 2 of the General Laws of the State of Rhode Island and RIAC procurement rules.
16. All solicitations are subject to Prevailing Wage rates unless otherwise noted.
17. The Bidder agrees that:
 - a. He/she shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical handicap;
 - b. In all solicitations or advertisements for employees, he/she shall include the phrase, 'Equal Opportunity Employer,' or a similar phrase;
 - c. If he/she fails to comply, he shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC;
 - d. If he/she is found guilty of discrimination under a decision, he/she shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC; and,
 - e. He/she shall include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
18. The firm responding to this bid proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
19. If a response to this IFB is accepted, the Bidder agrees to execute and deliver to RIAC a contract in accordance with the Contract Documents (if applicable) within ten (10) days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith shall become the property of RIAC in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such

failure, the Bidder shall be liable for RIAC's actual damages that exceed the amount of the surety.

20. It shall be understood that time is of the essence in the Bidder performance. The Bidder agrees that RIAC's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the Bidder defaults in the performance of the Contract Documents, the Bidder shall be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
21. The Bidder hereby certifies that he/she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this IFB, has inspected the location of the project (if applicable), understands the nature and scope of the work to be done, agrees this bid is based upon the terms, specifications, requirements, and conditions of the IFB and documents, and not subject to terms and conditions of Bidder. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
22. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document shall be compliant with existing RIAC hardware, software, and applications where applicable. Verification must be provided in the response to this document.
23. The Bidder certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
24. It shall be understood that any bid and any/all referencing information submitted in response to this IFB shall become the property of RIAC, and will not be returned.
25. RIAC will not be responsible for any expenses incurred by any Bidder in the development of a response to this IFB. Further, RIAC shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Bidder even if RIAC has formally accepted a recommendation.
26. Bids must be received prior to the time and dates listed to be considered responsive. RIAC will not "accept" late responses and will return them to the sender. Further, RIAC will NOT: (1) guarantee security of the document received; (2) be held responsible for bids which are NOT legible (and may choose to reject such responses).
27. By submission of a response, the Bidder agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department or bureau, or committee sanctioned by and/or governed by RIAC. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that RIAC, at the discretion of the Purchasing Director in consultation with RIAC legal staff, may reject their bid.
28. Campaign Finance Compliance - Every person or business entity providing goods or services at a cost of \$5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable

contributions have been made. (RI General Law 17-27) Forms obtained at Board of Elections, Campaign Finance Division, 50 Branch Avenue, Providence, RI 02904 (401-222-2056).

29. Major State Decision-Maker - Does any Rhode Island "Major State Decision-Maker", as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a Five Thousand Dollar or greater cash interest in this business?

For purposes of this question, "Major State Decision-Maker" means:

- (i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator,

If your answer is "Yes", please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.

Title VI Solicitation Notice:

RIAC, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and/or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation for bid and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.