

AN ORDINANCE

2009-10-15-0819

AUTHORIZING A CHANGE ORDER IN THE INCREASED AMOUNT OF \$154,950.00 TO THE \$619,850.00 CONTRACT WITH DATALINK CORPORATION TO PROVIDE THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT WITH FOUR (4) ADDITIONAL DISK STORAGE EXPANSION TRAYS FOR THE DATA DOMAIN DISK-BASED DATA BACKUP AND RECOVERY SYSTEM, FUNDED BY FY 2009-2014 CAPITAL PROJECT FUNDS.

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WHEREAS, a contract with the Datalink Corporation was approved by City Council Ordinance 2009-04-30-0318 on April 30, 2009, in the amount of \$619,850.00, to provide ITSD with the purchase of four (4) additional disk storage expansion trays for the Data Domain disk-based data backup and recovery system; and

WHEREAS, additional computer disk storage is necessary to accommodate growth for multiple new computer systems including the Computer Aided Dispatch System (CAD), the Court Case Management System, and the Enterprise Content Management System; and

WHEREAS, approval of this Change Order to a contract with Datalink Corporation to provide ITSD with the purchase of four (4) additional disk storage expansion trays for the Data Domain disk-based data backup and recovery system for an additional cost of \$154,950.00 will accommodate the additional storage needs; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The Change Order to the contract with Datalink Corporation, approved by City Council Ordinance 2009-04-30-0318 on April 30, 2009, in the additional amount of \$154,950.00, is hereby accepted. The City Manager or her designee is authorized to approve the Change Order. A copy of the Bid Tab, Agreement and Ordinance 2009-04-30-0318 are attached hereto and incorporated herein as **Attachment 1**.

SECTION 2. The previously appropriated amount of \$154,950.00 in SAP Fund 43099000, Certificates of Obligation, SAP Project Definition 09-00104, IT Service Continuity, is authorized to be encumbered and made payable to Datalink Corporation for a disk-based data backup and recovery system.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence

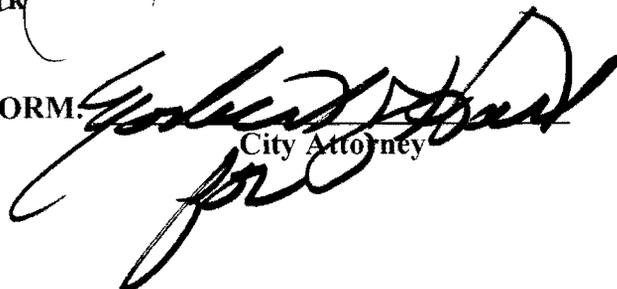
by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

PASSED AND APPROVED this 15th day of October, 2009.


M A Y O R
JULIÁN CASTRO

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
City Attorney

City of San Antonio Bid Tabulation

Opened: September 21, 2009 For: Data Deduplication Appliance (Disk to Disk Back Up) 09-078			WF Datalink Corporation 5000 Plaza on the Lake, Suite 190 Austin, TX 78746 512-415-6241
Item	Description	Qty	
1	ES20 StorShelf, 8 TB, DualCtrl Part # U-ES20-8TB-DC Price Each Price Total	4	\$38,737.50 \$154,950.00
	Estimated Total		\$154,950.00
	Estimated Total Award		\$154,950.00

AN ORDINANCE 2009-04-30-0318

AUTHORIZING A CONTRACT WITH THE DATALINK CORPORATION TO PROVIDE THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT (ITSD) WITH A DATA DOMAIN DD690 DISK-BASED DATA BACKUP AND RECOVERY SYSTEM, AND ANNUAL MAINTENANCE FOR AN INITIAL ESTIMATED COST OF \$619,850.00 AND \$51,000.00 ANNUALLY THEREAFTER.

* * * * *

WHEREAS, the existing tape-based data backup and recovery system is out of warranty, costs approximately \$65K annually to support, is at the end of its useful life, takes up considerable space and is insufficient to meet the City's increased data storage needs; and

WHEREAS, the proposed solution will utilize modern disk-based backup technology and continuous data protection techniques to maintain multiple copies of the City's data in multiple datacenters using data deduplication technology; and

WHEREAS, the low responsive bid submitted by Datalink Corporation, for an initial estimated cost of \$619,850.00 and \$51,000.00 annually thereafter, will provide the City with this disk-based data backup and recovery system; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The offer of Datalink Corporation in the amount of \$619,850.00 and \$51,000.00 annually thereafter, to provide the City of San Antonio with a Data Domain DD690 Disk-Based Data Backup and Recovery System, is hereby approved. A copy of the contract and the bid tabulation are attached hereto and incorporated herein as **Attachment 1**.

SECTION 2. A contract has been awarded to Datalink Corporation in the amount of \$619,850.00 from previously appropriated funds in SAP Fund 43099000, Certificates of Obligation Capital Projects, and is authorized to be encumbered and made payable from the listed SAP Projects to Datalink Corporation for a disk-based data backup and recovery system.

- * 09-00007, Communications Replacement Upgrades
- * 09-00008, Tape Storage System Replacement
- * 09-00101, Communication Equipment Replacement and Upgrades

* 09-00102, Infrastructure Facility Upgrade

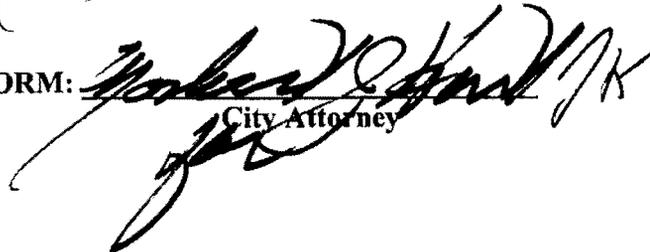
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance shall be effective on the tenth day after passage.

PASSED AND APPROVED this 30th day of April, 2009.


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
City Attorney

Opened: March 3, 2009			Alternate Solution		Alternate Solution	
For: Data Deduplication Appliance (Disk to Disk Back-up)			DataLink Corporation	CDW Government, Inc.	Commonwealth Computer Co.	Mobius Partners
09-078			5000 Plaza on the Lake, Suite 190 Austin, TX 78748 512-415-8241	230 N Milwaukee Ave. Vernon Hills, IL 60061	24165 IH10W, Suite 217-B1 San Antonio, TX 78258	837 Isom Road San Antonio, TX 78218
Item	Description	QTY			NAS	NAS
<u>Equipment, Software & 1st Year Maintenance</u>						
1	OEM Part # DD690-4ES-32T-DPMP System, DD690 Ctrl+4ES8T, 32TB, NFS, CIFS Price Each Total Price	2	\$226,930.00 \$453,860.00	\$264,800.00 \$529,200.00		
2	OEM Part # DD690-BASE-DPMP System, DD690 BaseUnit, NFS, CIFS (RDHS) Price Each Total Price	2	\$0.00 \$0.00	\$0.00 \$0.00		
3	OEM Part # 600-0006-0011 Power Cord, DDR to PDU (IEC C14 to IEC C) Price Each Total Price	4	\$0.00 \$0.00	\$0.00 \$0.00		
4	OEM Part # 590-0405-0300 DD OS Documentation Version 4.5.3.0 Price Each Total Price	2	\$0.00 \$0.00	\$0.00 \$0.00		
5	OEM Part # S-PLAT-690-4E32T Platinum Support 1 year Price Each Total Price	2	\$15,000.00 \$30,000.00	\$15,878.00 \$31,752.00		
6	OEM Part # S-INST-APPLIANCE Installation Service for Appliance Price Each Total Price	2	\$2,500.00 \$5,000.00	\$2,382.00 \$4,724.00		
7	OEM Part # LIC-OST-690 License, OpenStorage (OST), DD690 Price Each Total Price	2	\$17,890.00 \$35,380.00	\$21,282.50 \$42,525.00		
8	OEM Part # SO-PLAT-690 S/W Support, OST, Platinum, 24x7, DD690, 1yr Price Each Total Price	2	\$2,425.00 \$4,850.00	\$2,555.00 \$5,110.00		
9	OEM Part # D-OST-DOCS-S1 Docs, OpenStorage (OST), S1 Price Each Total Price	2	\$0.00 \$0.00	\$0.00 \$0.00		
10	OEM Part # LIC-REP-690 License, Replicator, DD690 Price Each Total Price	2	\$27,820.00 \$55,640.00	\$33,075.00 \$68,150.00		
11	OEM Part # SR-PLAT-690 S/W Support, Repl, Plat, 24x7, DD690, 1yr Price Each Total Price	2	\$3,815.00 \$7,630.00	\$4,000.00 \$8,000.00		
12	OEM Part # C-NIC-LPPCIE-2P-CU Option, NIC, GbE, LP, PCIe, TX, 2-port, Copper Price Each Total Price	4	\$695.00 \$2,780.00	\$850.00 \$3,400.00		
13	OEM Part # C-ES20-6TB-DC Option, ES20 StorShell, 6 TB, DualCtrl Price Each Total Price	8	\$0.00 \$0.00	\$0.00 \$0.00		

City of San Antonio Bid Tabulation

Opened: March 3, 2009			Alternate Solution		Alternate Solution	
For: Data Deduplication Appliance (Disk to Disk Back-up)			DataLink Corporation	CDW Government, Inc.	Commonwealth Computer Co.	Mobius Partners
06-076 WF			5000 Plaza on the Lake, Suite 190 Austin, TX 78746 512-415-8241	230 N Milwaukee Ave. Vernon Hills, IL 60061	24165 IH10W, Suite 217-61 San Antonio, TX 78258	837 Isom Road San Antonio, TX 78216
Item	Description	QTY				
14	OEM Part # 500-0006-0011 Power Cord, DDR to PDU (IEC C14 to IEC C) Price Each Total Price	16	\$0.00 \$0.00	\$0.00 \$0.00		
15	OEM Part # 14186350 NetBackup Enterprise Disk 1 TB Front End Capacity (includes VTL, OST, FD - Dedup & Rep permitted) Price Each Total Price	14	\$1,380.00 \$19,320.00	\$1,180.00 \$16,240.00		
16	OEM Part # 14186364 NetBackup Enterprise Disk Maintenance (1yr) Price Each Total Price	14	\$385.00 \$5,390.00	\$277.00 \$3,878.00		
	Equipment, Software & 1st Year Maintenance Total		\$819,850.00	\$710,978.00	\$481,255.20	\$224,660.37
	<u>Optional Annual Maintenance</u>					
17	OEM Part # S-PLAT-890-4E32T Platinum Support					
17a	Year 2 Per Unit Year 2 Total	2	\$15,450.00 \$30,900.00	\$7,938.00 \$15,876.00		
17b	Year 3 Per Unit Year 3 Total	2	\$15,900.00 \$31,800.00	\$7,938.00 \$15,876.00		
18	OEM Part # SO-PLAT-890 S/W Support, OST, Platinum, 24x7, DD690					
18a	Year 2 Per Unit Year 2 Total	2	\$2,500.00 \$5,000.00	\$2,555.00 \$5,110.00		
18b	Year 3 Per Unit Year 3 Total	2	\$2,575.00 \$5,150.00	\$2,555.00 \$5,110.00		
19	OEM Part # SR-PLAT-890 S/W Support, Rep, Plat, 24x7, DD690					
19a	Year 2 Per Unit Year 2 Total	2	\$3,930.00 \$7,860.00	\$4,000.00 \$8,000.00		
19b	Year 3 Per Unit Year 3 Total	2	\$4,050.00 \$8,100.00	\$4,000.00 \$8,000.00		
20	OEM Part # 14186364 NetBackup Enterprise Disk Maintenance					
20a	Year 2 Per Unit Year 2 Total	14	\$400.00 \$5,600.00	\$277.00 \$3,878.00		
20b	Year 3 Per Unit Year 3 Total	14	\$415.00 \$5,810.00	\$277.00 \$3,878.00		
	Estimated Optional Annual Maintenance Total Year 1		\$50,110.00			
	Estimated Optional Annual Maintenance Total Year 2		\$50,110.00			
	Estimated Optional Annual Maintenance Total		\$100,220.00	\$85,728.00	No Bid	\$25,392.80
	Estimated Total		\$720,070.00	\$776,707.00	\$481,255.20	\$250,073.17
	Estimated Total Award		\$720,070.00			

CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By: WF
BID NO.: 09-078-WF

Date Issued: February 13, 2009

FORMAL INVITATION FOR BIDS
FOR DATA DEDUPLICATION APPLIANCE (DISK TO DISK BACK-UP)

Sealed bids in triplicate and one (1) electronic version of entire bid on CD-Rom in a sealed package subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time FEBRUARY 27, 2009.

The City of San Antonio Purchasing & General Services Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the Riverview Tower, 111 Soledad, Suite 1100, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids Specifications and General Requirements
Terms and Conditions of Invitation for Bids Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: Russ McCurry Firm Name: Datalink Corporation
Address: 5000 Plaza on the Lake #190
Signature of Person Authorized to Sign Bid City, State, Zip Code: Austin, TX 78746
Email Address: rmc Curry@datalink.com Telephone No.: 512-415-6241
Fax No.: 512-306-0305

Please complete the following:
Prompt Payment Discount: n/a % n/a days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:
Ownership of firm (51% or more):
X Non-minority Hispanic African-American Other Minority (specify)
Female Owned Handicapped Owned Small Business (less than \$1 million annual receipts or 100 employees)
Indicate Status: Partnership X Corporation Sole Proprietorship Other (specify)
Tax Identification Number: 41-0856543

FOR CITY USE ONLY

AWARD

Items Accepted: Ordinance No: Date: Amount:

Approved:

CITY OF SAN ANTONIO

TERMS AND CONDITIONS OF INVITATION FOR BIDS

READ CAREFULLY

1. GENERAL CONDITIONS

Bidders (hereinafter "bidders", "vendors" or "contractors") are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. In an "All or None" bid, a unit price left blank shall be tabulated as a "zero", and shall be deemed to be offered at no cost to the City.

- (c) Alternate bids may be allowed at the sole discretion of the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.
- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within ten days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, ten days after award of the contract.

6. SUBMISSION OF BIDS

- (a) Sealed bids in triplicate and one (1) electronic version of entire bid on CD-Rom shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Best Value Item" basis. An "All or None" basis bid must include all items upon which bids are invited.

- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing and General Services, (Director) on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director on or before seven calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

11. DISCOUNTS

In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.

- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. BID PROTEST PROCEDURES

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director of Purchasing & General Services and appeal any adverse decision to the City Manager of the City of San Antonio.

Vendor must deliver a written notice of protest to the Purchasing & General Services Director within seven (7) calendar days of the posting of the intent to award. If vendor does not file a written notice within this time; the vendor will have waived all rights to formally protest the intent to award. It is the vendor's responsibility to check the City's website posting.

14. DEBRIEFING

Debriefing of contract award is available upon request and after award of the Contract.

15. CONTRACT TERMINATION

TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) The City may terminate this contract without cause. The City shall be required to give the vendor notice ten days prior to the date of termination of the contract without cause.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

16. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.

- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

17. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within ten days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within ten days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

18. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

19. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

20. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

21. INDEMNIFICATION

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

22. INSURANCE

If required, specific insurance provisions will be included in these bid specifications. An original, completed insurance certificate and all applicable endorsements, meeting the requirements set forth in these specifications, must be submitted within 10 days of a request from the City. The successful vendor must maintain, at all times during performance of the contract, the insurance detailed in these bid specifications. Failure to provide these documents may result in disqualification of the bid, or cancellation of the contract, after award.

23. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

24. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED

WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

25. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

26. ASSIGNMENT

Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void and shall confer no rights upon any third person.

27. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent, partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

28. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-7260.

SPECIFICATIONS AND GENERAL REQUIREMENTS

PERIOD OF CONTRACT: Contract shall be for the period beginning Upon Award and terminating April 30, 2010.

At the City's option, this contract may be renewed under the same terms and conditions for two (2) additional one (1) year periods. Renewals shall be in writing and signed by the City's Director of Purchasing & General Services or her designee, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Director of Purchasing & General Services or her designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

SCOPE The City of San Antonio is soliciting bids for the purchase of data deduplication appliances in accordance with the specifications listed herein. The data deduplication appliances will be used by the Information Technology Services Department as a replacement for a legacy tape-based backup system.

STANDARD REQUIREMENTS

1. Prospective bidders must prove beyond any doubt to the City Purchasing Administrator that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
2. When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
3. The Annual Contract shall include the following terms and conditions:
 - a. An Annual Contract purchase order will not be issued for each City agency authorized to place orders against this annual contract. A contract purchase order will be issued per order. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by the City on a monthly basis.
 - b. All invoices must be submitted in duplicate and show each purchase order number and corresponding City agency. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts in terms of percentage, and net prices must be shown. If prices are based on list prices basis, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check.
 - c. Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.
4. Price must remain firm for the duration of the contract period.
5. The quantities stated are estimates only and are in no way binding upon the City of San Antonio. Estimated quantities will be used for the purpose of evaluation. The City may increase or decrease quantities as needed.

ENVIRONMENT

The City currently operates two datacenters interconnected by redundant high-speed Dense Wavelength Division Multiplexing (DWDM) Links with servers and storage hosted in both environments. There is a single Netbackup 6.5 Master/Media server located in the primary datacenter and all backups are performed over the network.

SPECIFICATIONS

The City will perform backups to the primary datacenter and desires to maintain a primary copy of backups for 90 days. The City will use NetBackup Storage Lifecycle policies to create a secondary copy at the secondary site where it will be stored for 90 days. The deduplication appliances will be presented to Netbackup utilizing the Open Storage Application Programming Interface (API). Replication of backup jobs between sites will be performed by the appliance and managed through Netbackup Storage Lifecycle policies. The solution will require 24x7 hardware and software support with a 4 hour response time to the initial issuance of a trouble ticket. Bids should be provided based upon the following items:

Line	Qty	OEM Part #	Part Description
1	2	DD690-4ES-32T-DPMP	System, DD690 Ctrl+4ES8T,32TB,NFS,CIFS
2	2	DD690-BASE-DPMP	System, DD690 BaseUnit, NFS, CIFS (ROHS)
3	4	500-0006-0011	Power Cord, DDR to PDU (IEC C14 to IEC C)
4	2	590-0405-0300	DD OS Documentation Version 4.5.3.0
5	2	S-PLAT-690-4E32T	Platinum Support 1 year
6	2	S-INST-APPLIANCE	Installation Service for Appliance
7	2	LIC-OST-690	License, OpenStorage (OST), DD690
8	2	SO-PLAT-690	S/W Support,OST,Platinum,24x7,DD690,1yr
9	2	D-OST-DOCS-S1	Docs, OpenStorage(OST), S1
10	2	LIC-REP-690	License, Replicator, DD690
11	2	SR-PLAT-690	S/W Support,Repl,Plat,24x7,DD690,1yr
12	4	C-NIC-LPPCIE-2P-CU	Option,NIC,GbE,LP,PCIe,TX,2-port,Copper
13	8	C-ES20-8TB-DC	Option, ES20 StorShelf,8 TB, DualCtrl
14	16	500-0006-0011	Power Cord, DDR to PDU (IEC C14 to IEC C)
15	14	14186350	NetBackup Enterprise Disk 1 TB Front End Capacity (includes VTL, OST, FD - Dedup & Rep permitted)
16	14	14186364	NetBackup Enterprise Disk maintenance (1yr)

ES20 Expansion Shelf rate guarantee:

If the City desires to purchase additional ES20 expansion shelves in Specification Table, OEM Part # C-ES20-8TB-DC) throughout calendar year 2009 bidder shall guarantee bid prices. If ES20 Unit List Price is reduced in calendar year 2009, the same percentage discount would apply to the quantity purchased at a minimum.

*****RESPONSE NOTE: OEM Part # C-ES20-8TB-DC is a \$0.00 cost item (reference page 16, item 13) and is actually a Data Domain part number identifier to indicate that additional expansion shelves are an option on a DD690 system. Here is the correct expansion shelf information in case COSA decides to add additional expansion shelves in 2009:**

OEM PART #	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
C-ES20-8TB-DC	Upgrade, ES20 StorShelf, 8TB, DualCtrl	\$43,835	\$43,835

Above price includes 1 year of support, expansion kit, power cords and installation.

Data Domain Original Equipment Manufacturer (OEM) or Value Added Reseller (VAR) provided solution installation services:

The City requires that qualified, trained engineering staff with at least 3 years experience in Data Domain implement, test and train on the new solution.

If bidder chooses to provide installation services as a value-added service, the City expects bidder to accept the scope of work outlined in the following standard installation services.

The City has confirmed that the following are standard installation services (per OEM Part # S-INST-APPLIANCE) provided by Data Domain:

1. City's systems administration staff will be present to assist in the implementation and testing of the solution, and will be the trainees receiving the demonstration-based (on-the-job) training. Perform installation of hardware including un-packing, mounting hardware into racks and cabling at both sites.
2. Logical and physical system setup – or will perform the initial system setup for the appliances [Internet Protocol (IP), Network File System (NFS) and Common Internet File System (CIFS) permissions] to integrate with our environment. Install and configure replication software environment.
3. Perform unit and integration testing for Backup Solution:
 - a. Confirm physical and error free operation of all the devices (main device, expansion shelves)
 - b. Confirm IP connectivity to/from each of the appliances at either site.
 - c. Confirm NFS and CIFS accessibility and permissions to the appliances.
 - d. Confirm the layout of the backup directory structures on the disk-2-disk devices and that all the disk space is accounted for.
 - e. Confirm that the directory-based replication services are performing at the designed speed and that the network bandwidth is sufficient between the two sites for the maximum replication performance based on the product specifications. This may include multiple tests over a period of time to measure & validate performance based on the analysis by the vendor for system performance.
 - f. Confirm and demonstrate system reporting and alerting functionality including Simple Network Management Protocol (SNMP).
 - g. Provide method to remove the test data from the appliance directory structure.

INSURANCE REQUIRMENTS

Prior to the commencement of any work under an Agreement awarded pursuant to this RFCSP, the selected Respondent shall furnish an original completed Certificate(s) of Insurance to the Purchasing & General Services Department, which shall be clearly labeled *Data Deduplication Appliance (Disk To Disk Back-Up)* in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the Purchasing & General Services Department, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or

circumstances surrounding the Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

Respondent's financial integrity is of interest to the City, and, therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-(VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Professional Liability (Claims Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the City as an additional insured. Respondent shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies. Respondent shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to City at an address provided below by City within ten (10) days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio
Purchasing & General Services Department
Data Deduplication Appliance (Disk To Disk Back-Up) 09-078-WF
P.O. Box 839966
San Antonio, Texas 78283-3966

Respondent agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

1. Name the City and its officials, employees, volunteers and elected representatives as additional insured by endorsement as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
2. Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
3. Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.
4. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement

In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work under the Agreement, and/or withhold any payment(s) which become due to Respondent thereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under the Agreement. It is agreed that Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this contract.

It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement

Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

PRICE SCHEDULE

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	OEM Part # DD690-4ES-32T-DPMP System, DD690 Ctrl+4ES8T, 32TB, NFS, CIFS	2 ea	\$ <u>226,930.</u> ⁰⁰	\$ <u>453,860.</u> ⁰⁰
2	OEM Part # DD690-BASE-DPMP System, DD690 BaseUnit, NFS, CIFS (ROHS)	2 ea	\$ <u>0.</u>	\$ <u>0.</u>
3	OEM Part # 500-0006-0011 Power Cord, DDR to PDU (IEC C14 to IEC C)	4 ea	\$ <u>0.</u>	\$ <u>0.</u>
4	OEM Part # 590-0405-0300 DD OS Documentation Version 4.5.3.0	2 ea	\$ <u>0.</u>	\$ <u>0.</u>
5	OEM Part # S-PLAT-690-4E32T Platinum Support 1 year	2 ea	\$ <u>15,000.</u> ⁰⁰	\$ <u>30,000.</u> ⁰⁰
6	OEM Part # S-INST-APPLIANCE Installation Service for Appliance	2 ea	\$ <u>2,500.</u> ⁰⁰	\$ <u>5,000.</u> ⁰⁰
7	OEM Part # LIC-OST-690 License, OpenStorage (OST), DD690	2 ea	\$ <u>17,690.</u> ⁰⁰	\$ <u>35,380.</u> ⁰⁰
8	OEM Part # SO-PLAT-690 S/W Support, OST, Platinum, 24x7, DD690, 1yr	2 ea	\$ <u>2,425.</u> ⁰⁰	\$ <u>4,850.</u> ⁰⁰
9	OEM Part # D-OST-DOCS-S1 Docs, OpenStorage (OST), S1	2 ea	\$ <u>0.</u>	\$ <u>0.</u>
10	OEM Part # LIC-REP-690 License, Replicator, DD690	2 ea	\$ <u>27,820.</u> ⁰⁰	\$ <u>55,640.</u> ⁰⁰
11	OEM Part # SR-PLAT-690 S/W Support, Repl, Plat, 24x7, DD690, 1yr	2 ea	\$ <u>3,815.</u> ⁰⁰	\$ <u>7,630.</u> ⁰⁰
12	OEM Part # C-NIC-LPPCIE-2P-CU Option, NIC, GbE, LP, PCIe, TX, 2-port, Copper	4 ea	\$ <u>695.</u> ⁰⁰	\$ <u>2,780.</u> ⁰⁰

13	OEM Part # C-ES20-8TB-DC Option, ES20 StorShelf, 8 TB, DualCtrl	8 ea	\$ <u>0</u>	\$ <u>0</u>
14	OEM Part # 500-0006-0011 Power Cord, DDR to PDU (IEC C14 to IEC C)	16 ea	\$ <u>0</u>	\$ <u>0</u>
15	OEM Part # 14186350 NetBackup Enterprise Disk 1 TB Front End Capacity (includes VTL, OST, FD - Dedup & Rep permitted)	14 ea	\$ <u>1,380.00</u>	\$ <u>19,320.00</u>
16	OEM Part # 14186364 NetBackup Enterprise Disk Maintenance (1yr)	14 ea	\$ <u>385.00</u>	\$ <u>5,390.00</u>

Optional Annual Maintenance:

17	OEM Part # S-PLAT-690-4E32T Platinum Support			
17a	Year 2	2 ea	\$ <u>15,450.00</u>	\$ <u>30,900.00</u>
17b	Year 3	2 ea	\$ <u>15,900.00</u>	\$ <u>31,800.00</u>
18	OEM Part # SO-PLAT-690 S/W Support, OST, Platinum, 24x7, DD690			
18a	Year 2	2 ea	\$ <u>2,500.00</u>	\$ <u>5,000.00</u>
18b	Year 3	2 ea	\$ <u>2,575.00</u>	\$ <u>5,150.00</u>
19	OEM Part # SR-PLAT-690 S/W Support, Repl, Plat, 24x7, DD690			
19a	Year 2	2 ea	\$ <u>3,930.00</u>	\$ <u>7,860.00</u>
19b	Year 3	2 ea	\$ <u>4,050.00</u>	\$ <u>8,100.00</u>
20	OEM Part # 14186364 NetBackup Enterprise Disk Maintenance			
20a	Year 2	14 ea	\$ <u>400.00</u>	\$ <u>5,600.00</u>
20b	Year 3	14 ea	\$ <u>415.00</u>	\$ <u>5,810.00</u>

Statement:

"Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us <<http://www.ethics.state.tx.us>>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205."

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY CLERK
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205

MARK ENVELOPE: "CONTRACT DATA DEDUPLICATION APPLIANCE (DISK TO DISK
BACK-UP)"
BIDS TO BE OPENED: 2:00 P.M., FEBRUARY 27, 2009
BID NO. 09-078-WF

REMARKS:

Agenda Item:	6 (in consent vote: 5, 6, 7, 9, 12, 15, 16, 18, 19, 20A, 20B, 20C, 20D, 20E, 20F, 20G, 20H, 20I, 20J, 21)						
Date:	10/15/2009						
Time:	10:27:59 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a change order in the increased amount of \$154,950.00 to the \$619,850.00 contract with Datalink Corporation to provide the Information Technology Services Department with four (4) additional disk storage expansion trays for the Data Domain disk-based data backup and recovery system, funded by FY 2009-2014 Capital Project funds. [Sharon De La Garza, Assistant City Manager; Janie Cantu, Director, Purchasing & General Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x			x	