

## **Solicitation 1210-005-SW**

# **IBM Maintenance, Software Subscription, Support Line, New Equipment Upgrades**

**Bid designation: Public**



**Travis County**

## Bid 1210-005-SW

### IBM Maintenance, Software Subscription, Support Line, New Equipment Upgrades

Bid Number 1210-005-SW  
Bid Title IBM Maintenance, Software Subscription, Support Line, New Equipment Upgrades

Bid Start Date Oct 26, 2012 3:03:44 PM CDT  
Bid End Date Nov 12, 2012 2:00:00 PM CST  
Question & Answer End Date Nov 5, 2012 5:00:00 PM CST

Bid Contact Scott Wilson  
Purchasing Agent Assistant IV  
512-854-1182  
scott.wilson@co.travis.tx.us

Standard Disclaimer Unless otherwise noted, there is no fee charged to the vendor to participate in an electronic solicitation issued by Travis County. Travis County reserves the right to reject any or all bids, in whole or in part, to waive any informality in any bid, and to accept that bid which, in its discretion, is in the best interest of Travis County.

#### Description

Dear Proposers:

You are invited to submit proposals in accordance with the attached specifications packet, Request For Proposal (RFP) # 1210-005-SW, for **IBM Maintenance, Software Subscription, New Equipment and Upgrades, Support Line Services and On-Site Consulting Services** for Travis County, Austin, Texas. All proposals must be submitted with an **Original and eight (8) copies** to the Travis County Purchasing Agent, 700 Lavaca, Suite 800, Austin, Texas 78701, no later than **2:00 p.m., November 12, 2012**.

**FOR ANY INFORMATION RELATED TO THIS RFP, THE PROPOSER MAY ONLY CONTACT CYD GRIMES, PURCHASING AGENT; BONNIE FLOYD, ASSISTANT PURCHASING AGENT; OR SCOTT WILSON, PURCHASING AGENT ASSISTANT IV. CONTACT WITH ANY OTHER PERSON ASSOCIATED WITH THIS RFP MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

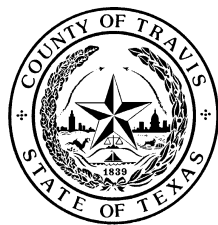
NOTE: During this procurement process, potential respondents ARE NOT to contact individual members of the Travis County Commissioners Court regarding this solicitation. Any such contact may result in disqualification of the proposal.

All proposals shall be submitted to the Travis County Purchasing Agent in a sealed envelope marked:

REQUEST FOR PROPOSAL

IBM MAINTENANCE, SOFTWARE SUBSCRIPTION, NEW EQUIPMENT AND UPGRADES, SUPPORT LINE SERVICES  
AND ON-SITE CONSULTING SERVICES

RFP # 1210-005-SW

**TRAVIS COUNTY PURCHASING OFFICE*****Cyd V. Grimes, C.P.M., Purchasing Agent***

700 Lavaca, • Suite 800 • Austin, Texas 78701 • (512) 854-9700 • Fax (512) 854-9185

October 25, 2012

Dear Proposers:

You are invited to submit proposals in accordance with the attached specifications packet, Request For Proposal (RFP) # 1210-005-SW, for **IBM Maintenance, Software Subscription, New Equipment and Upgrades, Support Line Services and On-Site Consulting Services** for Travis County, Austin, Texas. All proposals must be submitted with an **Original and eight (8) copies** to the Travis County Purchasing Agent, 700 Lavaca, Suite 800, Austin, Texas 78701, no later than **2:00 p.m., November 12, 2012**.

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All proposals shall be submitted to the Travis County Purchasing Agent in a sealed envelope marked:

**REQUEST FOR PROPOSAL  
IBM MAINTENANCE, SOFTWARE SUBSCRIPTION, NEW EQUIPMENT AND UPGRADES,  
SUPPORT LINE SERVICES AND ON-SITE CONSULTING SERVICES  
RFP # 1210-005-SW**

**DO NOT OPEN IN MAILROOM**

Your consideration of this request is appreciated.

Sincerely,  
TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M.  
Purchasing Agent

CVG:SW  
Atch

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**TRAVIS COUNTY  
REQUEST FOR PROPOSAL (RFP)  
IBM HARDWARE, SOFTWARE SUBSCRIPTION, NEW EQUIPMENT AND UPGRADES,  
SUPPORT LINE SERVICES AND ON-SITE CONSULTING SERVICES  
RFP #1210-005-SW**

**PART I - GENERAL REQUIREMENTS**

**PART I, SECTION A - GENERAL INFORMATION**

**1.0 PURPOSE:**

The Travis County Purchasing Agent requests proposals from qualified IBM business partners for the purchase of IBM hardware, software subscription, new equipment and upgrades, support line services and on-site consulting services for the Travis County. It is the intent of this RFP to provide an overview of the different types of equipment that require maintenance and hardware and software to be purchased, including minimum specific requirements for proposers, accessories needed, and options desired. However, requirements are not intended to provide a detailed catalogue of components, systems, and equipment. The ultimate goal of the RFP is to obtain the best possible contract to meet the current and future needs of the County.

**2.0 INCURRED EXPENSES:**

There is no expressed or implied obligation for Travis County to reimburse Proposers for any expense incurred in preparing proposals in response to this request, and Travis County will not reimburse anyone for these expenses. Travis County will consider proposals from all responsible Proposers.

**3.0 SUBMISSION OF PROPOSAL:**

3.1 To be considered, an **ORIGINAL SEALED PROPOSAL PLUS EIGHT (8) COPIES** must be received by **November 12, 2012 at 2:00 p.m.**, in the office of the Purchasing Agent. All proposals must to be addressed to:

**Cyd Grimes, C.P.M.  
Travis County Purchasing Agent  
700 Lavaca, Suite 800  
Austin, Texas 78701**

3.2 The envelope in which the proposal is enclosed must be marked:

**SEALED PROPOSAL  
IBM MAINTENANCE, SOFTWARE SUBSCRIPTION, NEW EQUIPMENT AND UPGRADES,  
SUPPORT LINE SERVICES AND ON-SITE CONSULTING SERVICES  
RFP #1210-005-SW**

**DO NOT OPEN IN MAILROOM**

3.3 Proposals submitted by electronic transmission will not be considered; however, proposals may be modified by electronic transmission if the notice is received prior to the time and

date set for the proposal opening and specific proposal prices are not exposed by the modification.

**4.0 RESERVED**

**5.0 LATE PROPOSALS OR MODIFICATIONS:**

Proposals and modifications received after the time set for the proposal submission will not be considered.

**6.0 WITHDRAWAL OF PROPOSALS:**

A proposal may not be withdrawn by the Proposer without the permission of Travis County for a period of one hundred and twenty (120) calendar days following the date designated for the receipt of proposals, and Proposers agree to this by submitting a proposal.

**7.0 POINTS OF CONTACT:**

Information regarding the purchasing process, the contents of this RFP, or questions concerning the technical requirements in Part II may be obtained from Scott Wilson, Purchasing Agent Assistant IV, Travis County Purchasing Office, 700 Lavaca, Suite 800, Austin, Texas, at telephone (512) 854-1182. Mention the RFP number at the top of this page.

**8.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATION:**

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other documents or any part of them, he may submit to the Purchasing Agent on or before TEN (10) DAYS PRIOR to scheduled opening a request for clarification. All such requests shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP will be made only by RFP Amendment duly issued. In addition to being posted on BidSync, copy of this RFP Amendment will be mailed or faxed to each person receiving a solicitation who does not have access to electronic means of doing business.

**9.0 GENERAL CONDITIONS:**

Proposer shall thoroughly examine the specific requirements, schedules, instructions and all other contract documents. Proposals must set forth accurate and complete information as required by this RFP (including attachments). No plea of ignorance by the Proposer of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer 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 Travis County or the compensation to the Proposer.

By submitting a proposal, the Proposer warrants that he/she is fully satisfied that these specifications, as amended if applicable, accurately describe or indicate that all conditions, site or otherwise, have been taken into account in determining the offered price(s). There will be no increase in the contract price based upon Proposer's misunderstanding or lack of knowledge about the intent of this solicitation.



## 10.0 ETHICS POLICY:

10.1 County has adopted an Ethics Policy that controls the way in which County contracts with vendors who have entered into certain transactions with persons who are influential in selecting vendors for a particular contract and in determining the terms and conditions of the contract. The persons that the County considers to be influential in this contract are called Key Contracting Persons and are listed in the Exhibit A to the Affidavit at the end of Part I. The transactions that are covered by the Ethics Policy are those that involve the following:

10.1.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

10.1.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

### 10.1.3 but does not include

10.1.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

10.1.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

10.1.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

This policy requires a Proposer to inform Travis County of covered transactions with the Key Contracting Persons that have occurred in the year before they submit their proposals and to swear and submit the affidavit at the end of this section with their proposal. This policy also requires the selected Proposer to inform County of covered transactions with the Key Contracting Persons that occur at any time during the contract. If the selected Proposer does not comply with these information requirements, the selected Proposer must continue to perform the contract and forfeit all of the benefits of the contract as provided in 23.0 of the General Provisions in Part IV.

## 11.0 HUB PROCUREMENT PROGRAM:

11.1 Pursuant to the Travis County Historically Underutilized Business (HUB) Procurement Program, the Travis County Commissioners Court adopted goals for Certified HUB Subcontractor participation with an Overall 3.5% Minority-Owned Business Enterprise

(MBE) goal and an Overall 6.2% Women-Owned Business Enterprise (WBE) goal (*Sub-goals: .3% African-American, 2.5% Hispanic, .7% Native/Asian-American*) to be observed by the County in its award of contracts and subcontracts to certified HUBs.

- 11.2 It is the policy of Travis County that HUBs shall have the maximum opportunity to participate in the performance of county contracts and subcontracts. Contractors shall make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to participate as subcontractors. Failure by a contractor or subcontractor to carry out the County HUB Procurement Program shall constitute a breach of contract, and after notification of such breach by the Purchasing Agent may result in termination of this contract.
- 11.3 For purposes of HUB participation, Travis County shall count the dollar amount of all firm fixed price/fixed quantity contracts, or the dollar amount of Purchase Orders placed against "Estimated" or "Not to Exceed" contracts.
- 11.4 The following section identifies the specific procedures to be followed with respect to this solicitation for proposals in compliance with the HUB Procurement Program.

11.5 **SECTION 1 - HUB PURCHASES**

11.5.1 To be eligible under this program, HUB Proposers and subcontractors must:

11.5.1.1 Be certified as HUB, M/WBE or DBE source by:

- (A) City of Austin Municipal Government,
- (B) Texas Unified Certification Program, or
- (C) State of Texas Building and Procurement Commission

11.5.1.2 Have on file in the Travis County Purchasing Office a proper Bidder's Application.

11.5.1.3 Identify the certifying agency and Item/Service for which is certified.

11.5.1.4 Obtain county approval of all proposed HUB subcontractors through the Purchasing Agent.

11.5.1.5 Complete the HUB Declaration form in this RFP package.

11.5.2 Any third party may challenge a firm's HUB status before or after certification. Such action shall be in writing and submitted to the Purchasing Agent, including all relevant information available. If no merit to the challenge is found, the challenging party will be notified by the Purchasing Agent in writing and the matter will be considered closed. If merit is found, the firm in question will be notified by the Purchasing Agent of the challenge, who made it, and a summary of the allegations. The challenged firm shall be required to submit, within a reasonable period of time, information in support of the firm's HUB status. The Purchasing Agent shall make an evaluation and notify the parties of a proposed determination, citing the basis for the decision, and providing an opportunity for an informal hearing to interested

parties and affording an opportunity for a written or personal response. The Purchasing Agent shall make a recommendation to the Commissioners Court for a final determination. The Purchasing Agent shall inform all interested parties of the Commissioners Court's determination and its reasons. A firm's HUB status shall remain accurately certified during the challenging procedure and shall not be changed unless or until a successful challenge is finalized. (See also Par. 8.0, "CLARIFICATION OR OBJECTION TO PROPOSAL REQUIREMENTS" in Part I, General Requirements, Section of this RFP.).

**PART I, SECTION B -REQUIRED DOCUMENTATION**

- 1.0 The following documentation must be submitted with the proposal. Paragraph 2.0 describes documentation that will be used in the evaluation of the Proposer's proposal. Paragraph 3.0 lists other documents that must be submitted. **Please note this Section B may not address all documentation required by this RFP. The Proposer is cautioned to read the entire RFP to determine all requirements. TRAVIS COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFP.**
- 2.0 To achieve a uniform review process and to obtain a maximum degree of comparability, Travis County requires that proposals be submitted with a **master (marked "Original") and eight (8) copies (marked "Copy")**. They are to include the following:
  - 2.1 Title Page

Title page must show the RFP subject; the Proposer's name; the name, address, and telephone number of a contact person; and the date of the proposal.
  - 2.2 Transmittal Letter

Submit a signed letter briefly addressing the Proposer's understanding of the work to be done, the commitment to do the work detailed within this RFP and a statement explaining why the Proposer believes itself to be best qualified to do the required work.
  - 2.3 Detailed Proposal

The detailed proposal must address the ability to provide equipment and services for requirement as set forth in Parts II through IV of this RFP. See especially Part I, Section C, Evaluation Factors for information required.
  - 2.4 Proposer References

The Proposer must furnish at least three (3) references for which the Proposer has provided similar goods or services within the last five (5) years. (See Reference Verification Report). These references must include (a) a description of the services and location of the contract and (b) the name, address and telephone number of at least one (1) person that represents the Proposer's customer. Travis County may contact or visit any of the listed customers to evaluate the services proposed in response to this RFP.
  - 2.5 Description of Proposer

The description must include products or services the Proposer is authorized to carry, the number of employees both inside and outside of Travis County, and a description and location of service facilities.
  - 2.6 Proposer Representative

Include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical, functional, and contractual questions with respect to the proposal.

RFP# 1210-005-SW

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3.0 Proposer must submit the following documents with the proposal:

3.1 \* Ethics Affidavit (including Attachments 1 and 2)

3.2\* HUB Declaration

3.3\* List of Certified HUB Subcontractors

3.4\* Reference Verification Report

3.5 Attachment A – Required Maintenance Items

3.6 Insurance documentation within ten (10) calendar days after award and before beginning work

3.7 Copy of proposer's last three (3) annual financial reports

3.7 All other information required in this RFP

\* These documents are included as attachments to this Part I, Section B.

**NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

RFP# 1210-005-SW

PAGE 11 OF 55 PAGES

STATE OF TEXAS}
COUNTY OF TRAVIS}

ETHICS AFFIDAVIT

Date:
Name of Affiant:
Title of Affiant:
Business Name of Proposer:
County of Proposer:

Affiant on oath swears that the following statements are true:

- 1. Affiant is authorized by Proposer to make this affidavit for Proposer.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proposer has received the list of Key Contracting Persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Exhibit "A" with whom Proposer is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by on, 20.

Notary Public, State of

Typed or printed name of notary
My commission expires:

ATTACHMENT 1

**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**  
**October 9, 2012**

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse).....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	Cheryl Aker	
Commissioner, Precinct 1.....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant.....	Deone Wilhite	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse) .....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant .....	Loretta Farb	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3.....	Karen Huber	
Commissioner, Precinct 3 (Spouse) .....	Leonard Huber	Retired
Executive Assistant .....	Garry Brown	
Executive Assistant.....	Julie Wheeler*	
Executive Assistant.....	Jacob Cottingham	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Nicki Riley*	
County Executive, Administrative .....	Vacant	
County Executive, Planning & Budget.....	Leslie Browder*	
County Executive, Emergency Services.....	Danny Hobby	
County Executive, Health/Human Services.....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management.....	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer.....	Tanya Acevedo	
Interim Chief Information Officer.....	Rod Brown	
Interim Chief Information Officer.....	Walter Lagrone	
Director, Records Mgmt & Communications.....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney.....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Vacant	
Attorney, Transactions Division .....	Daniel Bradford	
Attorney, Transactions Division .....	Mary Etta Gerhardt	
Attorney, Transactions Division .....	Barbara Wilson	
Attorney, Transactions Division .....	Jim Connolly	
Attorney, Transactions Division .....	Tenley Aldredge	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division.....	Prema Gregerson	
Purchasing Agent .....	Cyd Grimes, C.P.M., CPPO	

Assistant Purchasing Agent ..... Marvin Brice, CPPB  
 Assistant Purchasing Agent ..... Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV ..... CW Bruner, CTP  
 Purchasing Agent Assistant IV ..... Lee Perry  
 Purchasing Agent Assistant IV ..... Jason Walker  
 Purchasing Agent Assistant IV ..... Richard Villareal  
 Purchasing Agent Assistant IV ..... Patrick Strittmatter\*  
 Purchasing Agent Assistant IV ..... Lori Clyde, CPPO, CPPB  
 Purchasing Agent Assistant IV ..... Scott Wilson, CPPB  
 Purchasing Agent Assistant IV ..... Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV ..... Loren Breland, CPPB  
 Purchasing Agent Assistant IV ..... John E. Pena, CTPM  
 Purchasing Agent Assistant IV ..... Rosalinda Garcia  
 Purchasing Agent Assistant III ..... Shannon Pleasant, CTPM\*  
 Purchasing Agent Assistant III ..... David Walch  
 Purchasing Agent Assistant III ..... Michael Long, CPPB  
 Purchasing Agent Assistant III ..... Nancy Barchus, CPPB  
 Purchasing Agent Assistant III ..... Jesse Herrera, CTP, CTPM, CTCM\*  
 Purchasing Agent Assistant III ..... Vacant  
 Purchasing Agent Assistant III ..... Vacant  
 Purchasing Agent Assistant II ..... Jayne Rybak, CTP\*  
 Purchasing Agent Assistant II ..... L. Wade Laursen\*  
 Purchasing Agent Assistant II ..... Sam Francis\*  
 HUB Coordinator ..... Sylvia Lopez  
 HUB Specialist ..... Betty Chapa  
 HUB Specialist ..... Jerome Guerrero  
 Purchasing Business Analyst ..... Scott Worthington  
 Purchasing Business Analyst ..... Jennifer Francis  
 Information Technology Services ..... David Hopkins

**FORMER EMPLOYEES**

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant IV .....	Diana Gonzalez.. .....	12/16/12
Purchasing Agent Assistant III .....	Elizabeth Corey, C.P.M.... .....	03/14/13
Attorney, Transactions Division .....	Tamara Armstrong .....	03/30/13
Executive Assistant .....	Lori Duarte .....	06/15/13
Chief Information Officer. ....	Joe Harlow..... .....	07/31/13
County Auditor . ....	Susan Spataro, CPA .....	08/31/13
Purchasing Agent Assistant IV .....	George R. Monnat, C.P.M., A.P.P. ....	09/26/13

\* - Identifies employees who have been in that position less than a year.



Proposer acknowledges that Proposer is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

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If no one is listed above, Proposer warrants that Proposer is not doing business and has not done business during the 365 day period immediately prior to the date on which this proposal is due with any Key Contracting Person.

ATTACHMENT 2

**Travis County Government**  
**Assigned Contract #:** \_\_\_\_\_  
*(For County Office Use Only)*

<b>SECTION 1 BIDDER AND SOLICITATION INFORMATION</b>			
Bidder Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Project Name:	Total Bid Amount:	Solicitation #:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
<b>Definitions:</b> HUB – Historically Underutilized Business • M/WBE – Minority/Women-Owned Business Enterprise • DBE – Disadvantage Business Enterprise			

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM SUBCONTRACTING DECLARATION**

The policy of the Travis County Purchasing Office is to ensure a "Good Faith Effort" (GFE) is made to assist certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned Business (M/WBE) goals adopted by the Travis County Commissioners Court. Travis County encourages all Bidders to register as a County vendor through the County's online vendor registration.

\*Prime Contractors who are awarded contracts with the County are required to make a "Good Faith Effort" to subcontract with HUBs. This includes professional services associated with the projects.

<b>SECTION 2 SUBCONTRACTING INTENTIONS</b>			
Percentage to be subcontracted to Certified HUBs:			
Total MBE Dollars:	Total MBE Percentage:	Total WBE Dollars:	Total WBE Percentage:
Check the box that applies to the Bidder:			
<input type="checkbox"/> We are able to fulfill all subcontracting opportunities with our own resources. If circumstances necessitate the use of any subs, I agree to seek the timely authorization by the County and adhere to the submission of any required documentation. (Complete Sections 5, 6 and 8)			
<input type="checkbox"/> We plan to subcontract some or most of the opportunities of this project and meet or exceed the set goals. (Complete Sections 3, 4, 6 and 8)			
<input type="checkbox"/> We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8)			

The HUB Program policies and Minority and Woman-Owned Business <b>subcontracting goals</b> shall be applicable to the eligible procurement dollars spent in the areas of Construction, Commodities, Services, and Professional Services.			
<input checked="" type="checkbox"/> <b>COMMODITIES</b>	<b>Overall MBE Goal: 3.5%</b>	<b>Sub-goals:</b> 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American	<b>Overall WBE Goal: 6.2%</b>
<input type="checkbox"/> <b>CONSTRUCTION</b>	<b>Overall MBE Goal: 13.7%</b>	<b>Sub-goals:</b> 1.7% African-American 9.7% Hispanic 2.3% Asian/Native-American	<b>Overall WBE Goal: 13.8%</b>
<input type="checkbox"/> <b>SERVICES</b>	<b>Overall MBE Goal: 14.1%</b>	<b>Sub-goals:</b> 2.5% African-American 9.9% Hispanic 1.7% Asian/Native-American	<b>Overall WBE Goal: 15.0%</b>
<input type="checkbox"/> <b>PROFESSIONAL SERVICES</b>	<b>Overall MBE Goal: 15.8%</b>	<b>Sub-goals:</b> 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American	<b>Overall WBE Goal: 15.8%</b>

<b>SECTION 3</b>		<b>DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS</b>		(Duplicate as necessary)
Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.				
Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.				
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	

<b>SECTION 4 DISCLOSURE OF NON-HUB SUBCONTRACTORS</b>				(Duplicate as necessary)
Travis County exercises the right to verify subcontractors listed on this project.				
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		

<b>SECTION 5 NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST</b>
If you were unable to meet the set goals for this project, select the box by the response(s) that best fits your situation.
<input type="checkbox"/> All subs to be utilized are "Non-HUBs." <input type="checkbox"/> HUBs solicited did not respond.
<input type="checkbox"/> HUBs solicited were not competitive. <input type="checkbox"/> HUBs were unavailable for the following trade(s):

<b>SECTION 6 DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST</b>
The following checklist shall be completed by the Bidder and returned with the response. This list contains the minimum efforts that should be put forth by the Bidder when attempting to achieve or exceed the HUB goals. The Bidder may go beyond the efforts listed below. If additional information is needed, the Bidder will be contacted by the HUB Program Staff. Select the box that describes your efforts.
<input type="checkbox"/> Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.
<input type="checkbox"/> Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation? The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond. (The notification should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance requirements of the HUB subcontractor; and a point of contact within the Bidders organization.)
<input type="checkbox"/> If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued? If yes, provide a copy of the rejection letter.
<input type="checkbox"/> Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? If yes, attach correspondence.
<input type="checkbox"/> Bidder has (0) zero HUB participation. Provide an explanation

<b>SECTION 7 RESOURCES</b>			
<b>TRADE ASSOCIATIONS</b>	<b>PHONE (512)</b>	<b>FAX</b>	<b>E-mail/website</b>
Asian Construction Trade	926-5400	926-5410	<a href="http://www.acta-austin.com">www.acta-austin.com</a>
Austin Black Contractors	467-6894	467-9808	<a href="http://www.abcatx.com">www.abcatx.com</a>
Austin Metropolitan United Black Contractors	784-1891	255-1451	<a href="mailto:unism@sbcglobal.net">unism@sbcglobal.net</a>
<b>Natl. Assoc. of Women in Construction</b>	476-5534	476-8337	
<b>US Hispanic Cont. Assoc. de Austin</b>	922-0507	374-1421	<a href="http://www.ushca-austin.com">www.ushca-austin.com</a>
<b>CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES</b>		<b>CERTIFYING AGENCIES VENDOR DATABASE WEBSITES</b>	
State of Texas Centralized Master Bidders List	<a href="http://www.cpa.state.tx.us/business.html">www.cpa.state.tx.us/business.html</a>		CMBL includes certified HUBs.
City of Austin Minority Vendor Database	<a href="http://www.austintexas.gov/department/small-and-minority-business">www.austintexas.gov/department/small-and-minority-business</a>		Certified Vendors Directory
Texas Unified Certification Program	<a href="http://www.dot.state.tx.us/business">www.dot.state.tx.us/business</a>		TUCP DBE Directory

<b>SECTION 8 AFFIRMATION</b>	
<p>As evidenced by my signature below, I certify that all the information provided is correct to the best of my knowledge. I am an authorized representative of the Bidder listed in SECTION 1, and that the information and supporting documentation submitted with HUB Forms are correct and true to the best of my knowledge.</p> <p>Bidder understands and agrees that, if awarded any portion of the solicitation:</p> <ul style="list-style-type: none"> <li>§ The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to sub-contractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator.</li> <li>§ The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Sub-contracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email <a href="mailto:hubstaff@co.travis.tx.us">hubstaff@co.travis.tx.us</a>.</li> <li>§ Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder.</li> </ul>	
Name and Title:	Date:
E-mail Address:	Signature:
Provide contact information for the individual in your office who will handle invoicing for this project:	
Name and Title:	E-mail Address:
Phone No.:	Fax No.:
Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants.	

**REFERENCES VERIFICATION REPORT  
(must be submitted with proposal)**

**1.0** The References Verification Report is to be completed by Proposers submitting a proposal and is a required part of the proposal package. Please respond to all questions listed on the form. An incomplete form may be, at the County’s discretion, justification for rejection of a proposal. The information provided may be verified prior to award.

**1.1** Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Description of Service/Equipment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location of Service: \_\_\_\_\_

Date of Service: \_\_\_\_\_

**1.2** Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

**REFERENCES VERIFICATION REPORT continued**  
**(must be submitted with proposal)**

Description of Service/Equipment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location of Service: \_\_\_\_\_

Date of Service: \_\_\_\_\_

**1.3** Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Description of Service/Equipment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location of Service: \_\_\_\_\_

Date of Service: \_\_\_\_\_

## PART I, SECTION C - ADDITIONAL INFORMATION

### 1.0 OBJECTIVE:

Travis County is seeking a qualified IBM business partner to provide for the purchase of IBM maintenance, software subscription, new equipment and upgrades, support line services and on-site consulting services.

### 2.0 PRE-AWARD SURVEY:

After proposal opening and prior to award, County reserves the right to make a pre-award survey of Proposer's facilities and equipment to be used in the performance of this work. Proposer agrees to allow all reasonable requests for inspection of such facilities with two (2) business days advance notice. Failure to allow an inspection shall be cause for rejection of proposal as non-responsive. County reserves the right to reject facilities or equipment as unacceptable for performance as a result of the pre-award survey.

### 3.0 PROPOSAL DISCLOSURE:

Proposals will be opened so as to avoid disclosure of the contents to competing Proposers. Proposals will be kept secret during the process of negotiation. However, all proposals will be open for public inspection after award. If identified by the Proposer, County will make reasonable efforts to protect information that qualifies as trade secrets and/or confidential information under the Texas Public Information Act.

### 4.0 SELECTION CRITERIA/EVALUATION FACTORS:

Travis County will consider several evaluation factors, of which price is only one. Proposers may offer/propose solutions which meet the “spirit” of the listed requirements, but should note that only the proposed solution/service that meets or most closely meets all of the specifications will be recommended for award.

The selection process will be based on the responses to this RFP, and any interviews required to verify the ability of Proposer to provide the services/products proposed in response to this document, along with reference checks. Evaluation factors and associated point values are listed in order of importance:

1	<b>Quality of Proposer Credentials:</b> Performance History, References, Market Standing and Options Offered	30%
2	<b>Cost:</b> Total Package Cost Per Hour Rate for Proposer’s and Manufacturer’s Technical Resources Hardware, Software and Maintenance Discount Percentages	30%
3	<b>Completeness of Proposal Relative to Requirements:</b> Part I – General Requirements Part II – Section A-Specific Requirements Part II – Section B-Technical Requirements Part II – Section C- Required Maintenance Items	15%
4	<b>Methodology:</b> Completion Process Quality Assurance Process Delivery Schedule Company stability	15%
5	<b>Customer Support:</b>	10%



	Parts availability Maintenance Ability Warranty Provisions – Period and Coverage Contract Terms and Conditions	
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Prompt payment discounts will not be considered in determining low proposals and making awards.

## 5.0 **METHOD OF AWARD:**

- 5.1 The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth herein.
- 5.2 Prompt payment discounts will not be considered in determining low proposals and making awards.
- 5.3 In considering the proposals, Travis County reserves the right to select one or more responsible Proposers.
- 5.4 Travis County reserves the right to award only a portion of the services requested in the RFP.

**PART I, SECTION D - NEGOTIATIONS****1.0 NEGOTIATIONS:**

- 1.1 The Purchasing Agent shall supervise all negotiations.
- 1.2 Discussions may be conducted only with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.
- 1.3 Proposers may be required to submit additional data during the process of any negotiations.
- 1.4 Travis County reserves the right to negotiate the price and any other term with the Proposers.
- 1.5 Any oral negotiations must be confirmed in writing prior to award.

**2.0 DEVIATIONS:**

Requirements stated in this RFP shall become part of the contract resulting from this RFP unless the Proposer requests a deviation. Any requests for deviations from these requirements must be specifically defined by the Proposer in the proposal. If accepted, the deviation shall become part of the contract. Travis County reserves the right to modify the requirements of this RFP.

**3.0 REJECTION OF PROPOSALS:**

- 3.1 County expressly reserves the right to:
  - 3.1.1 waive any defect, irregularity or informality in any proposal;
  - 3.1.2 reject or cancel any proposal or parts of any proposal;
  - 3.1.3 award contracts to one or more Proposers; or
  - 3.1.4 procure the services in whole or in part by other means.

**4.0 PROTESTS:**

Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days after proposal opening, and protests after award must be submitted within ten (10) calendar days after award by Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) calendar days from date of receipt. Any appeal of the Purchasing Agent's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

**PART I, SECTION E – BACKGROUND INFORMATION****1.0 BACKGROUND:****1.1 Current Environment:**

The Travis County Information Technology Services Department (ITS) currently supports most if not all departments within the county. A few of the county departments that ITS supports are Travis County Sheriff's Office (TCSO) operations, all Criminal and Civil Courts, Transportation and Natural Resources, Purchasing Office and numerous other departments of Travis County, State Agencies and the General Public. Many different systems serve various county functions and the public. As the general population of Travis County has continued to increase, so has the demand to provide these traditional services, as the county has in the past.

**1.2 Technical Environment**

ITS currently maintains multiple data centers at the following locations: 501 W. 11<sup>th</sup>, 5501 Airport, 700 Lavaca and two co-locations at MetCenter (CryusOne). The systems at all locations are administered and operated by personnel that are employed by the ITS Department.

**2.0 BEST VALUE:**

Best value is referred to as the lowest overall cost of information technology equipment and services based on the following factors:

- 2.1 Purchase price
- 2.2 Compatibility to facilitate exchange of existing data
- 2.3 Capacity for expansion and upgrading to more advanced levels of technology
- 2.4 Quantitative reliability factors
- 2.5 The level of training required to bring end-users to a stated level of proficiency
- 2.6 Technical support requirement for maintenance of data across a network platform and management of the network's hardware and software
- 2.7 Compliance with the applicable statewide standards adopted by the Department of Information Resources or the county as validated by criteria established by Commissioners Court

**3.0 BEST INTEREST:**

The county must consider the following factors in determining which products or services are in the county's best interest:

- 3.1 Installation costs and hardware costs
- 3.2 The overall life cycle of the system or equipment
- 3.3 The estimated cost of employee training and estimated increase in employee productivity

- 3.4 The estimated software and maintenance costs
- 3.5 Compliance with the applicable statewide standards adopted by the Department of Information Resources or the county as validated by criteria established by Commissioners Court

**NOTE: PARTS II, III, AND IV, ALONG WITH THE PROPOSER'S PROPOSAL, AND ANY DEVIATION TO WHICH TRAVIS COUNTY HAS AGREED, IN WRITING, WILL BECOME THE CONTRACT.**

## **PART II, SECTION A - SPECIFIC REQUIREMENTS**

### **1.0 SCOPE OF SERVICE:**

Travis County is requesting proposals from IBM business partners for a contract that includes hardware maintenance, software subscription, new equipment and upgrades, support line services and on-site consulting services necessary to implement a complete solution.

It is a major goal that this solicitation will aide in providing Travis County the ability to purchase new hardware, software, maintenance and various support services to assist with the continued support operations and the challenges of rapid population growth.

Contractors are greatly encouraged to submit their best pricing, including all applicable discounts with the original RFP submission.

### **2.0 HARDWARE REQUIREMENTS:**

All hardware and assemblies furnished shall be of highest quality, workmanship, and material. Viewed individually and as a finished product, all material, components and parts installed in any Travis County Data Center shall be certified serviceable and in an working condition. In addition, all components and hardware shall be in new condition. Any exception to this shall be clearly disclosed. All equipment including standard and supplemental equipment shall be installed and the units made ready for continuous operation.

Stated technical requirements are a minimum; equipment that exceeds these in performance quality will be acceptable, unless otherwise stated. There may be other equal and acceptable equipment available; therefore, alternates may be proposed. A detailed description must be provided. However, Travis County reserves the right to judge the acceptability of any offered alternate equipment.

All hardware and software provided by the Proposer shall be the latest improved model meeting specifications in current production at the time of delivery.

### **3.0 VENDOR REQUIREMENTS:**

Qualified vendors must be able to meet the following minimum requirements:

- 3.1 Authorized to sell IBM products, maintenance and services
- 3.2 Capability to provide written documentation of IBM certifications upon request
- 3.3 Access to IBM certified technicians who will be the only technicians permitted to perform installation, configuration, removal, warranty services and post-warranty maintenance
- 3.4 Include pricing for all required hardware, software, installation, configuration, accessories, removal of existing hardware, system warranty and post-warranty maintenance support
- 3.5 Perform in a timely manner, the services and activities described within this RFP, in accordance

with their terms and conditions and in compliance with the assurances, certifications and all other statements made by the Proposer in its RFP response

- 3.6 Must have a presence in the Austin Area or commit to meeting in a Travis County facility weekly for the duration of the contract
- 3.7 Proven history of strong financial stability

#### **4.0 CONTRACT REQUIREMENTS:**

The contract must allow for the following minimum requirements:

- 4.1 New IBM equipment, software and supplies compatible with the Travis County existing equipment ranging in cost from \$0.00 to \$999,999.99 per fiscal calendar year
- 4.2 New Brocade equipment and software compatible with the Travis County existing equipment ranging in cost from \$0.00 to \$999,999.99 per fiscal calendar year
- 4.3 VMWare licensing and support
- 4.4 Technical services of experts in hardware and software used by Travis County
- 4.5 System software, software licenses, maintenance and support
- 4.6 Hardware maintenance and support
- 4.7 Per hour rate for proposer's technical resources
- 4.8 Per hour rate for manufacturer's (IBM/Brocade/VMWare...) technical resources

### **PART II, SECTION B - TECHNICAL REQUIREMENTS**

#### **1.0 VENDOR REQUIREMENTS:**

Qualified vendors must have technical experts on staff in the following disciplines:

- 1.1 VMWare
- 1.2 Storage configuration, administration, and problem resolution
- 1.3 TSM
- 1.4 SAN Fabric and switching
- 1.6 AIX
- 1.7 Lynux
- 1.8 Windows
- 1.9 iSeries

1.10 nSeries

1.10 Pure Systems

## **2.0 HARDWARE REQUIREMENTS:**

Due to the complex nature of possible solutions contractors must meet the following minimum technical hardware requirements:

2.1 AIX on Power Systems

2.1.1 IBM Premier Business Partner

2.1.2 Demonstration center with equipment similar to items in this request for pricing

2.1.3 System Engineer with IBM pSeries Certified Advanced Technical Expert (CATE)

2.2 XIV and other storage solutions

2.2.1 IBM Premier Business Partner

2.2.2 Demonstration center with equipment similar to items in this request for pricing

2.2.3 System Engineer with IBM Storage Certified Advanced Technical Expert (CATE)

2.2.4 System Engineer with IBM Certified Systems Expert – XIV Technical

2.3 Tape

2.3.1 IBM Premier Business Partner

2.3.2 Local demonstration center with equipment similar to items in this request for pricing

2.3.3 System Engineer with IBM Storage Certified Advanced Technical Expert (CATE)

2.3.4 System Engineer with IBM Certified Specialist – High-End Tape Solution Expert

2.4 xSeries/VMware

2.4.1 IBM Premier Business Partner

2.4.2 Local demonstration center with equipment similar to items in this request for pricing

2.4.3 System Engineer with IBM Certified System Expert – System x High Performance Servers

2.4.4 System Engineer with VMware Certified Professional certification

2.5 iSeries Systems

2.5.1 IBM Premier Business Partner

2.5.2 Demonstration center with equipment similar to items in this request for pricing

2.5.3 System Engineer with IBM iSeries Certified Systems Administrator

## **3.0 MAINTENANCE REQUIREMENTS:**

3.1 Contractor shall provide the service level agreement that will include but not limited to response and resolution expectation to different levels of problem severity

3.2 Contractor shall provide 24X7 on-site support with a one (1) hour response and four (4) hour on-site technician to resolve the reported hardware failure

3.3 Contractor shall provide 24X7 telephone support for Support Line

3.4 Contractor shall provide the process for Travis County to change the severity level on problems reported

- 3.5 Contractor shall provide monthly and annual reports for all reported problems by product line and severity with description of the problem and resolution with length of time required to resolve the issue
- 3.6 Contractor shall provide the profile and resume of technical resources that will support Travis County's requirement according to it's Service Level Agreement
- 3.7 Contractor shall provide a report of PTF's or software upgrades for all software assigned to Travis County
- 3.8 Contractor shall provide an inventory of parts and components close enough to Travis County so that the systems will only be down for four (4) hours due to part(s) delivery

## **PART II, SECTION C – REQUIRED MAINTENANCE ITEMS**

### **1.0 MAINTENANCE ITEMS:**

The line items in this section represent the required items for maintenance. This agreement will take effect upon expiration of existing agreements for each category. However, Travis County reserves the right to accept some, all, or none of the categories.

This RFP is for IBM hardware maintenance, software subscription, support line, on-site consulting services and new hardware and equipment upgrades or migrations. These services will be provided for various types of IBM equipment. This equipment is listed on a spread sheet that details all of the items that Travis County requires maintenance on (**see Attachment B**).



**PART III – SPECIAL PROVISIONS**

- 1.0 **TERM OF CONTRACT:** The resulting contract will be effective upon award by Commissioners Court and shall be for a twelve (12) month period (one year) commencing upon award by the Travis County Commissioners Court or **January 1, 2013**, whichever is later, with an option to renew for four (4) additional twelve (12) month periods.
- 2.0 **OPTION TO EXTEND:** County may unilaterally extend this Contract for (i) four (4) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an “Option to Extend” and collectively, the “Options to Extend”), and all provisions of this Contract, except for term and price, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. The total term of this Contract, including the Options to Extend, shall not exceed sixty-three (63) months. County shall have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.
- 3.0 **TERM OF WARRANTY:** Proposer shall provide the maximum warranty offered by the manufacturer (not less than one (1) year). Warranty shall begin after installation is complete, the system is fully tested and operational, and accepted by County. During the warranty period the Contractor is responsible for labor, materials, and other costs associated with required warranty repair.
- 4.0 **MAINTENANCE FEES:** For each year after the warranty period, the annual license/maintenance fee may not increase more than 3% annually. Details of maintenance support to be described in the proposal, including hours of maintenance support; and what additional charges will be imposed if an on-site visit is required.
- 5.0 **PURCHASE ORDER:** Contractor will not release any items or perform any services until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference contract and purchase order on all invoices submitted to the Travis County Auditor. Upon issuance of a purchase order, the contract administrator will call the Contractor with the items needed to be supplied. The Contractor must respond by supplying the items at the time required. Failure to act in this manner may result in termination of this contract.
- 6.0 **CONTRACT ADMINISTRATOR:**  
For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the county department named below shall act as contract administrator on behalf of Travis County:
- Travis County Information Technology Services  
Walter LaGrone (or successor or designee)  
700 Lavaca Street, Suite 401  
Austin, Texas 78701  
(512) 854-4890
- 6.0 **IMPLIED SERVICES:** If any services, functions or responsibilities not specifically described in this Contract are required for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Contract. Except as otherwise expressly provided in the Contract, Contractor shall be responsible for providing the facilities, personnel and other resources as necessary to provide the Services.

**PART IV - GENERAL PROVISIONS****1.0 GENERAL DEFINITIONS:**

- 1.1 "Auditor" means the Travis County Auditor or her designee.
- 1.2 "Commissioners Court" means Travis County Commissioners Court.
- 1.3 "County Building" means any County owned buildings and does not include buildings leased by County.
- 1.4 "Is doing business" and "has done business" mean:
  - 1.4.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
  - 1.4.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
  - 1.4.3 **but does not include**
    - 1.4.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
    - 1.4.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and
    - 1.4.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.
- 1.5 "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- 1.6 "Purchasing Agent" means the Travis County Purchasing Agent.
- 1.7 "County" means Travis County, Texas, a political subdivision of the State of Texas.
- 1.8 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:
  - 1.8.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where

ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and

- 1.8.2 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

## 2.0 GENERAL CONDITIONS:

Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

## 3.0 CONTRACTOR CERTIFICATIONS:

- 3.1 Contractor certifies that he is a duly qualified, capable, and otherwise bondable business entity, that he is not in receivership or contemplates same, and has not filed for bankruptcy. He further certifies that the company, corporation or partnership is not currently delinquent with respect to payment of property taxes within County.
- 3.2 Contractor warrants that all applicable copyrights and licenses which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and any rights granted to County shall apply for the duration of the contract. Contractor shall indemnify County, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses or copyrights applicable to materials used in this contract.

## 4.0 DISPUTES AND APPEALS:

The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

**5.0 FUNDING:**

Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The fiscal year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

**6.0 FUNDING OUT:**

Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) days written notice that this Contract is terminated due to the failure to fund it.

**7.0 INVOICING/PAYMENTS:**

7.1 Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.

7.2 Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:

County Auditor  
P.O. Box 1748  
Austin, Texas 78767

7.3 As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the Purchase Order.

7.4 Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.

7.5 Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

**8.0 RESERVED:**

**9.0 DISCOUNTS:**

Prompt payment discounts will not be considered in determining low proposals and making awards. 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 have been made on the date of mailing of the check, or warrant.

**10.0 OFFICIALS NOT TO BENEFIT:**

If a member of the Commissioners Court belongs to a cooperative association, the county may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

**11.0 COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**12.0 ASSIGNMENT:**

12.1 Assignment. The parties to this Contract shall not assign any of the rights or obligation under this Contract without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.

12.2 Successors Bound. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

12.3 If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

**13.0 FORCE MAJEURE:**

If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

**14.0 TERMINATION FOR DEFAULT:**

Failure by either County or Contractor in performing any provisions of this Contract shall constitute a

breach of Contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract should not be terminated for default. Commissioner's Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County Attorney only and all replies shall be made in writing to the Purchasing Agent at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the Contractor. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this Contract, or compensate for any loss or damage to the County derived hereunder should it become necessary to contract with another source because of his default, plus reasonable administrative costs and attorney's fees. In the event of Termination for Default, County, its agents or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

#### 15.0 **TERMINATION FOR CONVENIENCE:**

County reserves the right to terminate this Contract upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for Convenience shall not be made when termination is authorized under any other provisions of this Contract, and termination for convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source. In the event of such termination the County shall pay the Contractor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Contractor is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Contract, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown herein, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated to be made hereunder.

#### 16.0 **CHANGES:**

16.1 Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes within the general scope of this Contract in any one of the following:

16.1.1 Description of services;

16.1.2 Place of delivery;

16.1.3 Any aspect of contract to correct errors of a general administrative a nature or other mistakes, the correction of which does not affect the scope of the contract and does not result in expense to the Contractor.

16.2 It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to change the scope of this Contract or any attachments to it unless expressly

granted that authority by the Commissioners Court.

- 16.3 If any change under 16.1 causes an increase or decrease in the cost, or time required for performance of any part of the work under this Contract, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and modify this Contract. The Contractor must submit any "proposal for adjustment" within thirty (30) calendar days after the date of receipt of the written order.
- 16.4 Contractor shall submit all requests for alterations, additions or deletions of the terms of this Contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

#### 17.0 COUNTY ACCESS:

Contractor shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this Contract for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expense. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the Contract term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

#### 18.0 SUBCONTRACTS:

- 18.1 Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Contractor that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.
- 18.2 If a subcontract is approved, Contractor must make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

#### 19.0 MONITORING:

County reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms of this Contract, and of the adequacy and timeliness of Contractor's performance under this Contract. After each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified.

**20.0 ASSIGNMENT OF CONTRACT OR MORTGAGE:**

Contractor must not transfer or assign any part of or right or interest in this Contract, directly or indirectly, voluntary or involuntary without the express written approval of the Commissioners Court. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County buildings.

**21.0 CIVIL RIGHTS/ADA COMPLIANCE:**

Contractor shall provide all services and activities required by this Contract in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

**22.0 GRATUITIES:**

County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this Contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

**23.0 FORFEITURE OF CONTRACT:**

23.1 Contractor must forfeit all benefits of the Contract and County must retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this contract if:

23.1.1 Contractor was doing business at the time of submitting its proposal or had done business during the 365 day period immediately prior to the date of which its proposal was due with one or more Key Contracting Persons if Contractor has not disclosed the name of any such Key Contracting Person in its proposal which is expressly incorporated in this Contract; or

23.1.2 Contractor does business with a Key Contracting Person after the date on which the proposal that resulted in this Contract and prior to full performance of the Contract and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the County Clerk within ten (10) days commencing business with that Key Contracting Person.

**24.0 NOTICES:**

24.1 Any notice required or permitted to be given under this contract by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or



certified mail with return receipt requested, addressed to the party at the address set forth in this section.

24.2 The address of County for all purposes under this contract shall be:

**Cyd Grimes, C.P.M.**  
**Purchasing Agent**  
**P.O. Box 1748**  
**Austin, Texas 78767-1748**

With copies to (registered or certified mail with return receipt not required):

**Honorable David Escamilla (or his successor in office)**  
**Travis County Attorney**  
**P.O. Box 1748**  
**Austin, Texas 78767-1748**

24.3 The address of the Contractor for all purposes under this contract and for all notices hereunder shall be the address shown in the Notice of Award.

24.4 Each party may change the address for notice to it by giving notice of the change in compliance with 24.0.

**25.0 CONSTRUCTION OF CONTRACT:**

25.1 Law and Venue. This Contract is governed by the laws of the United States of America and Texas and all obligations under this contract are performable in Travis County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Travis County, Texas.

25.2 Severability. If any portion or portions of this Contract are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

25.3 Headings. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

25.4 Computation of Time. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday October until 2:00 o'clock a.m. on the first Sunday of April and in Central Daylight Saving Time from 2:00 o'clock a.m. on the first Sunday April until 2:00 o'clock a.m. on the first Sunday of October.

25.5 Gender and Number: Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

**26.0 ENTIRE CONTRACT:**

All oral and written agreements between Contractor and County relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.

**27.0 CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:**

Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the parties to this contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

**28.0 ORDER OF PRECEDENCE:**

In the event of inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following descending order:

The Schedule of Items/Services;  
Terms and Conditions of Request of Services;  
General Provisions;  
Other provisions, whether incorporated by reference or otherwise; and  
The Specifications.

**29.0 ADDITIONAL GENERAL PROVISIONS:**

- 29.1 County may assign any of its obligations under this Contract.
- 29.2 Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- 29.3 Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- 29.4 Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- 29.5 Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor hereby assigns the portion of the amount owing to it under this contract that is equal to the amount Contractor is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- 29.6 Contractor shall give consideration to recycled boxes, water soluble peanuts, and other products that replace bubble wrap and petroleum based peanuts which are harmful to the environment.

30.0 **DESIGNATED COUNTY HOLIDAYS 2012:** No deliveries will be accepted on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

<b>HOLIDAY</b>	<b>2012</b>
New Year's Day .....	Monday ..... Jan .....02,..... 2012
Martin Luther King, Jr. Day.....	Monday ..... Jan .....16,..... 2012
President's Day .....	Monday ..... Feb.....20,..... 2012
Memorial Day .....	Monday ..... May .....28,..... 2012
Independence Day .....	Wednesday ..... Jul.....04,..... 2012
Labor Day .....	Monday ..... Sep.....03,..... 2012
Veteran's Day .....	Monday ..... Nov.....12,..... 2012
Thanksgiving Day .....	Thursday..... Nov.....22,..... 2012
Friday after Thanksgiving. ....	Friday ... Nov.....23..... 2012
Christmas Season .....	Monday ..... Dec .....24,..... 2012
Christmas Season .....	Tuesday ..... Dec .....25,..... 2012

31.0 **MEDIATION:**

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

32.0 **CONFLICT OF INTEREST QUESTIONNAIRE:**

If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Contractor shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

33.0 **NON-WAIVER OF DEFAULT:**

33.1 The waiver of a breach of any term or condition of this Contract is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term of condition. No official, agent, employee, or representative of County may waive any breach of any term of condition of this Contract unless expressly granted that specific authority by Commissioner Court.

33.2 All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

34.0 CERTIFICATION OF ELIGIBILITY:

Contractor certifies that at the time of submission of its offer, it was not on the Federal Government’s list of suspended, ineligible, or debarred contractors and that it has not been placed on this list between the time that its offer was submitted and the time of execution of this contract. If the Contractor is placed on the list during the term of this contract, Contractor shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in terminating this Contract for default.

35.0 INSURANCE AND LIABILITY:

During the period of this Contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- (iv) Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award and within ten (10) calendar days of each renewal of the insurance. **Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Travis County.**
- (v) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person) .....	\$250,000.00
Bodily Injury (Each accident).....	\$500,000.00
Property Damage .... ..	\$100,000.00

General Liability (Including Contractual Liability):

Bodily Injury .....	\$500,000.00
Property Damage .... ..	\$100,000.00

Excess Liability:

Umbrella Form..... Not Required

Worker's Compensation:..... Statutory

**SIGNATURE PAGE**

**CONTRACTOR:**

By: \_\_\_\_\_

Printed Name:

Its Duly Authorized Agent

Date: \_\_\_\_\_

**TRAVIS COUNTY:**

By: \_\_\_\_\_

Samuel T. Biscoe

Travis County Judge

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney

**AVAILABILITY OF FUNDS CONFIRMED:**

\_\_\_\_\_  
Nicki Riley, Travis County Auditor

Date: \_\_\_\_\_

**COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:**

\_\_\_\_\_  
Cyd V. Grimes, Travis County Purchasing Agent

Date: \_\_\_\_\_

**ATTACHMENT A****REQUIRED MAINTENANCE ITEMS**

<u>Description</u>	<u>Type</u>	<u>Model / Feature</u>	<u>Serial Number</u>	<u>Qty</u>	<u>Cost</u>
ENTERPRISE TAPE DRIVE	3592	J1A	3584	1	
ENTERPRISE TAPE DRIVE	3592	J1A	3589	1	
ENTERPRISE TAPE DRIVE	3592	J1A	3626	1	
ENTERPRISE TAPE DRIVE	3592	J1A	3649	1	
ENTERPRISE TAPE DRIVE	3592	J1A	3652	1	
ENTERPRISE TAPE DRIVE	3592	J1A	3684	1	
ENTERPRISE TAPE DRIVE	3592	J1A	3689	1	
ENTERPRISE TAPE DRIVE	3592	J1A	3698	1	
IBM XIV Storage System	2812	A14	3896		
CONTROL UNIT	3494	L22	12676	1	
N6060 Model A22	2858	A22	25057	1	
MAGSTAR TAPE SUBSYSTEM	3590	E11	28334	1	
MAGSTAR TAPE SUBSYSTEM	3590	E11	32084	1	
Library Storage Frame	3494	S10	44144	1	
TS1120 Tape Drive	3592	E05	53340	1	
TS1120 Tape Drive	3592	E05	53402	1	
TAPE DRIVE EXPANS. FRAME	3494	D22	80760	1	
TS1120 Tape Drive	3592	E05	88912	1	
TS1120 Tape Drive	3592	E05	91193	1	
TS1120 Tape Drive	3592	E05	96026	1	
TS1120 Tape Drive	3592	E05	97183	1	
TS1120 Tape Drive	3592	E05	97189	1	
TS1120 Tape Drive	3592	E05	97700	1	
TS1120 Tape Drive	3592	E05	97823	1	
TS1120 Tape Drive	3592	E05	97844	1	
TS1120 Tape Drive	3592	E05	97994	1	
TS1120 Tape Drive	3592	E05	98308	1	
TS1120 Tape Drive	3592	E05	98523	1	
TS1120 Tape Drive	3592	E05	98582	1	
TS1120 Tape Drive	3592	E05	98612	1	
TS1120 Tape Drive	3592	E05	98667	1	
TS1120 Tape Drive	3592	E05	98668	1	
TS1120 Tape Drive	3592	E05	98689	1	
x3850	7233	AC1	613756		
Bladecenter HS22	7870	AC1	684586		
Bladecenter HS22	7870	AC1	684587		

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<u>Description</u>	<u>Type</u>	<u>Model / Feature</u>	<u>Serial Number</u>	<u>Qty</u>	<u>Cost</u>
Bladecenter HS22	7870	AC1	684588		
Bladecenter HS22	7870	AC1	684589		
Bladecenter HS22	7870	AC1	684590		
Bladecenter HS22	7870	AC1	684591		
Bladecenter HS22	7870	AC1	684592		
Bladecenter HS22	7870	AC1	684593		
Bladecenter HS22	7870	AC1	684594		
Bladecenter HS22	7870	AC1	684595		
Bladecenter HS22	7870	AC1	684596		
Bladecenter HS22	7870	AC1	684597		
Bladecenter HS22	7870	AC1	684598		
Bladecenter HS22	7870	AC1	684599		
Bladecenter HS22	7870	AC1	684600		
Bladecenter HS22	7870	AC1	684601		
Bladecenter HS22	7870	AC1	684602		
Bladecenter HS22	7870	AC1	684603		
Bladecenter HS22	7870	AC1	684604		
Bladecenter HS22	7870	AC1	684605		
Bladecenter HS22	7870	AC1	684606		
Bladecenter HS22	7870	AC1	684607		
Bladecenter HS22	7870	AC1	684608		
Bladecenter HS22	7870	AC1	684609		
Bladecenter HS22	7870	AC1	699522		
Bladecenter HS22	7870	AC1	699523		
Bladecenter HS22	7870	AC1	699525		
NETBAY LOCAL CONSOLE MANAGER	1735	L04	2300966	1	
RS/6000 SYSTEM RACK	7014	T00	00000DDEB	1	
P SERIES I/O DRAWER	7040	61D	00000DF1B	1	
P SERIES I/O DRAWER	7040	61D	00000DF2B	1	
P SERIES RACK	7040	61R	00000DF3B	1	
P SERIES P670	7040	671	00000DF4B	1	
SWMA FOR AIX	7040	671	00000DF4B		
ISERIES 400	9406	520	00001137D	1	
SWMA FOR i5/OS	9406	520	00001137D		
Integrated XSERIES ADAPTER	1519	200	00001139D		
Integrated XSERIES ADAPTER	1519	200	0000114FD		
P SERIES HW. MGMT CONSOLE	7315	C01	00001242A	1	
ISERIES 400	9406	520	00001D8DD	1	
SWMA FOR i5/OS	9406	520	00001D8DD		
ISERIES 400	9406	520	000030L9M	1	

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<u>Description</u>	<u>Type</u>	<u>Model / Feature</u>	<u>Serial Number</u>	<u>Qty</u>	<u>Cost</u>
SWMA FOR I5os per processor	9406	520	000030L9M	2	
DESKTOP HARDW.MGMT.CONSOLE	7310	C03	00006BABA	1	
ESERVER P5 520	9111	520	0000BF6BE	1	
SWMA FOR AIX	9111	520	0000BF6BE	1	
SWMA for VIO	9111	520	0000BF6BE		
SWMA FOR PowerVM STD ED	9111	520	0000BF6BE	1	
SE for AIX	9111	520	0000BF6BE	1	
TOTALSTORAGE DS8100	2107	921	0000BHGG0	1	
MAGSTAR TAPE SUBSYSTEM	3590	E11	0000C4400	1	
MAGSTAR TAPE SUBSYSTEM	3590	E11	0000C4491	1	
MAGSTAR TAPE SUBSYSTEM	3590	E11	0000C4540	1	
MAGSTAR TAPE SUBSYSTEM	3590	E11	0000D2881	1	
TS3500 HD FRAMES ENTERPRISE DRIVE	3584	S24	0000S0631		
TS3500 HD FRAMES ENTERPRISE DRIVE	3584	S24	0000S0896		
Rack Console options	1735	HC1	0023W5726		
Rack Console options	1735	HC1	0023W5728		
BLADECENTER HS21 XM	7995	AC1	0099A3942		
BLADECENTER HS21 XM	7995	AC1	0099A8675		
BLADECENTER HS21 XM	7995	AC1	0099A8689		
BLADECENTER HS21 XM	7995	AC1	0099A8714		
BLADECENTER HS21 XM	7995	AC1	0099A9329		
XSER 3650 3.0GHz 4MB/OHD	7979	7AU	0099AX958		
XSER 3650 3.0GHz 4MB/OHD	7979	7AU	0099AX982		
BLADECENTER HS21 XM	7995	AC1	0099B1802		
XSER 3650 3.0GHz 4MB 1GB OHD	7979	7AU	0099BW543		
XSER 3650 3.0GHz 4MB 1GB OHD	7979	7AU	0099BW555		
XSER 3650 3.0GHz 4MB 1GB OHD	7979	7AU	0099BW559		
XSER 3650 3.0GHz 4MB 1GB OHD	7979	7AU	0099BW560		
BLADECENTER HS21 XM	7995	AC1	0099C1211		
BLADECENTER HS21 XM	7995	AC1	0099C1212		
BLADECENTER HS21 XM	7995	AC1	0099C1214		
BLADECENTER HS21 XM	7995	AC1	0099C1215		
BLADECENTER HS21 XM	7995	AC1	0099C1217		
BLADECENTER HS21 XM	7995	AC1	0099C1218		
BLADECENTER HS21 XM	7995	AC1	0099C2354		
BLADECENTER HS21 XM	7995	AC1	0099C2356		
BLADECENTER HS21 XM	7995	AC1	0099C2357		
BLADECENTER HS21 XM	7995	AC1	0099C2377		
BLADECENTER HS21 XM	7995	AC1	0099G5495		
BLADECENTER HS21 XM	7995	AC1	0099G5497		



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<u>Description</u>	<u>Type</u>	<u>Model / Feature</u>	<u>Serial Number</u>	<u>Qty</u>	<u>Cost</u>
BLADECENTER HS21 XM	7995	AC1	0099G5927		
BLADECENTER HS21 XM	7995	AC1	0099G5929		
BLADECENTER HS21 XM	7995	AC1	0099G5930		
BLADECENTER HS21 XM	7995	AC1	0099G5931		
BLADECENTER HS21 XM	7995	AC1	0099G5932		
BLADECENTER HS21 XM	7995	AC1	0099G5933		
BLADECENTER HS21 XM	7995	AC1	00KQHPWH2		
BLADECENTER HS21 XM	7995	AC1	00KQHPWH5		
BLADECENTER HS21 XM	7995	AC1	00KQHPWN4		
BLADECENTER HS21 XM	7995	AC1	00KQHPWN5		
BLADECENTER HS21 XM	7995	AC1	00KQHPWN6		
BLADECENTER HS21 XM	7995	AC1	00KQHPWN8		
BLADECENTER HS21 XM	7995	AC1	00KQHPWP3		
BLADECENTER HS21 XM	7995	AC1	00KQHPWP5		
BLADECENTER HS21 XM	7995	AC1	00KQHPWP6		
BLADECENTER HS21 XM	7995	AC1	00KQHPWR2		
BLADECENTER HS21 XM	7995	AC1	00KQHRDR6		
BLADECENTER HS21 XM	7995	AC1	00KQMCWP6		
BLADECENTER HS21 XM	7995	AC1	00KQMCWR2		
BLADECENTER HS21 XM	7995	AC1	00KQMCWT0		
BLADECENTER HS21 XM	7995	AC1	00KQMCWT4		
BLADECENTER HS21 XM	7995	AC1	00KQMCWW3		
BLADECENTER HS21 XM	7995	AC1	00KQMXHY8		
System x3650	7979	AC1	00KQVGVN4		
System x3650	7979	AC1	00KQZYHLO		
System x3650	7979	AC1	00KQZYHPO		
IBM Power 720	8202	E4B	03ECDP		
SWMA for AIX STD Edition	8202	E4B	03ECDP		
SWMA for Director EXP Edition	8202	E4B	03ECDP		
SWMA for PowerVM STD Edition	8202	E4B	03ECDP		
Bladecenter HS22V	7871	AC1	06BE790		
Bladecenter HS22V	7871	AC1	06BE795		
Bladecenter HS22	7870	AC1	06BP817		
Bladecenter HS22V	7871	AC1	06ET709		
Bladecenter HS22	7870	AC1	06Y6699		
BLADECENTER HS21 XM	7995	AC1	099C2364		
ALERT FOR pSERIES	7040	671	0DF4B		
SAN768B	2499	384	106437V	1	
SAN768B	2499	384	106439A	1	
SAN80B 4	2498	B80	107731Y		
SAN80B 4	2498	B80	107732N		

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<u>Description</u>	<u>Type</u>	<u>Model / Feature</u>	<u>Serial Number</u>	<u>Qty</u>	<u>Cost</u>
IBM Bladecenter JS22	7998	61X	10B9FAA		
SWMA for AIX STD Edition	7998	61X	10B9FAA		
SWMA for Director EXP Edition	7998	61X	10B9FAA		
SWMA for PowerVM STD Edition	8202	E4B	10B9FAA		
IBM Bladecenter JS22	7998	61X	10B9FBA		
SWMA for AIX STD Edition	7998	61X	10B9FBA		
SWMA for Director EXP Edition	7998	61X	10B9FBA		
SWMA for PowerVM STD Edition	8202	E4B	10B9FBA		
System Storage EXP3000	1727	HC1	13K05A1		
System Storage EXP3000	1727	HC1	13K05CT		
System Storage EXP3000	1727	HC1	13K05DG		
System Storage EXP3000	1727	HC1	13K05DL		
System Storage EXP3000	1727	HC1	13K05DM		
System Storage EXP3000	1727	HC1	13K05DP		
System Storage EXP3000	1727	HC1	13K05F0		
System Storage EXP3000	1727	HC1	13K05GN		
System Storage EXP3000	1727	HC1	13K05MC		
System Storage DS3400	1726	HC4	13K05R2		
System Storage DS3400	1726	HC4	13K0654		
System Storage DS3400	1726	HC4	13K065W		
System Storage DS3400	1726	HC4	13K066Y		
System Storage EXP3000	1727	HC1	13K067L		
System Storage EXP3000	1727	HC1	13K0682		
System Storage EXP3000	1727	HC1	13K068X		
System Storage EXP3000	1727	HC1	13K0691		
System Storage EXP3000	1727	HC1	13K0693		
System Storage EXP3000	1727	HC1	13K06G8		
System Storage EXP3000	1727	HC1	13K06GF		
System Storage EXP3000	1727	HC1	13K06GG		
System Storage EXP3000	1727	HC1	13K06HH		
System Storage DS3400	1726	HC4	13K06YN		
System Storage DS3400	1726	HC4	13K06YP		
1X8 CONSOLE SWITCH	1735	1LX	23AL907		
Flat Panel Monitor w/keyboard	1723	1UX	23D0380	1	
1U Flat PNL Monitor Console Kit	1723	HC1	23FN411		
1U Flat PNL Monitor Console Kit	1723	HC1	23FN414		
FLATPANEL MONITORKIT WO/KEYB	1723	2UX	23H0679	1	
Global 2x16 Console Manager	1735	2GX	23H6006		
1U Flat PNL Monitor Console Kit	1723	HC1	23N6452		
INT 733 256 128/9.1	6868	31U	23NN314	1	
G74 NH 17" COLOR MONITOR	6547	0AN	23PP859	1	
Rack console Option	1735	HC	23R8111		
1U Flat PNL Monitor Console Kit	1723	HC1	23W0199		
SERVER TRAY W/MONITOR	1723	1RX	23W0762		
1U Flat PNL Monitor Console Kit	1723	HC1	23W1960		
SERVER TRAY W/MONITOR	1723	1RX	23W3662		

<u>Description</u>	<u>Type</u>	<u>Model / Feature</u>	<u>Serial Number</u>	<u>Qty</u>	<u>Cost</u>
Rack Console Options	1735	HC1	23W4344		
Rack Console Options	1735	HC1	23W4376		
SERVER TRAY W/MONITOR	1723	1RX	23W8788		
SERVER TRAY W/MONITOR	1723	1RX	23W8796		
EXP400 STOR. EXP. UNIT US	1733	1RU	23Y9567	1	
EXP400 STOR. EXP. UNIT US	1733	1RU	23Y9604	1	
ALERT FOR Iseries	9406	520	30L9M		
Bladecenter HS22	7870	AC1	6A2266		
Bladecenter HS22	7870	AC1	6A2416		
Bladecenter HS12	8028	AC1	6B9590		
Flat Panel Console Kit	7316	TF3	8519C	1	
Flat Panel Console Kit	7316	TF3	8521C	1	
Flat Panel Console Kit	7316	TF3	8980C	1	
Bladecenter HS21 XM	7995	AC1	99A3950		
Bladecenter H Chassis	8852	4XU	99A6565		
Bladecenter HS21 XM	7995	AC1	99A6860		
Bladecenter H Chassis	8852	4XU	99A6871		
Bladecenter HS21 XM	7995	AC1	99A6910		
Bladecenter HS21 XM	7995	AC1	99A6916		
Bladecenter H Chassis	8852	4XU	99A8535		
Bladecenter HS21 XM	7995	AC1	99A8660		
Bladecenter HS21 XM	7995	AC1	99A8798		
Bladecenter HS21 XM	7995	AC1	99A8800		
Bladecenter HS21 XM	7995	AC1	99A8803		
Bladecenter HS21 XM	7995	AC1	99A8804		
Bladecenter H Chassis	8852	4XU	99A9015		
Bladecenter HS21 XM	7995	AC1	99A9308		
Bladecenter HS21 XM	7995	AC1	99A9345		
Bladecenter HS21 XM	7995	AC1	99A9351		
Bladecenter HS21 XM	7995	AC1	99A9427		
Bladecenter HS21 XM	7995	AC1	99A9429		
Bladecenter HS21 XM	7995	AC1	99A9430		
Bladecenter HS21 XM	7995	AC1	99A9432		
Bladecenter HS21 XM	7995	AC1	99A9434		
Bladecenter HS21 XM	7995	AC1	99A9437		
Bladecenter HS21 XM	7995	AC1	99B5333		
Bladecenter HS21 XM	7995	AC1	99B5341		
Bladecenter HS21 XM	7995	AC1	99B5350		
Bladecenter HS21 XM	7995	AC1	99B5353		
Bladecenter HS21 XM	7995	AC1	99B5358		
x3550 (Security Group server)	7946	AC1	99B5432		
x3550 (Security Group server)	7946	AC1	99B5438		
x3550 (Security Group server)	7946	AC1	99B5724		
x3550 (Security Group server)	7946	AC1	99B5756		
x3550 (Security Group server)	7946	AC1	99B6871		
x3550 (Security Group server)	7946	AC1	99B6877		

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<u>Description</u>	<u>Type</u>	<u>Model / Feature</u>	<u>Serial Number</u>	<u>Qty</u>	<u>Cost</u>
x3550 (Security Group server)	7946	AC1	99B6879		
x3550 (Security Group server)	7946	AC1	99B6880		
x3550 (Security Group server)	7946	AC1	99B6897		
XSER336 3.0G 2MB 1GB/OHDD S	8837	15U	99CYEN9	1	
HS21 3.0GHz	8853	AC1	99E5432		
HS21 3.0GHz	8853	L6U	99E6432		
BC HS20 3.4G 2MB 1GB/OHDD S	8843	35U	99FZW07	1	
BC HS20 3.4G 2MB 1GB/OHDD S	8843	35U	99FZW38	1	
BC HS20 3.4G 2MB 1GB/OHDD S	8843	35U	99FZW51	1	
HS21 3.0GHz	8853	L6U	99K4428		
System x3650	7979	AC1	99LK268		
System x3650	7979	AC1	99LK276		
System x3650	7979	AC1	99LK281		
System x3650	7979	AC1	99LK295		
System x3650 M2	7947	AC1	99R7720		
System x3650 M2	7947	AC1	99R7721		
System x3650 M2	7947	AC1	99R7722		
System x3650 M2	7947	AC1	99R7723		
BC HS20 3.4G 2MB 1GB/OHDD S	8843	35U	99ZZ698	1	
TS3500 Tape Library	3584	L23	A2603	1	
Rack Mounted HMC	7310	CR3	AD3BA	1	
Rack Mounted HMC	7310	CR3	AD3CA	1	
Rack Mounted HMC	7310	CR3	AD3DA	1	
SVC Storage Engine	2145	8F2	AWCXA	1	
SVC Storage Engine	2145	8F2	AWNHA	1	
Desk Top Tape Subsystem	3490	E01	B3275	1	
TOTALSTORAGE DS8000 EXP.UNIT	2107	92E	BFXX0	1	
TS3500 Expansion Frame	3584	D23	C8712	1	
IBM SYSTEM P520	8203	E4A	D50F4		
SWMA FOR AIX	8203	E4A	D50F4		
IBM SYSTEM P520	8203	E4A	D5114		
SWMA FOR AIX	8203	E4A	D5114		
SWMA for DB2 Web Query Sys i	8202	E4B	E309P	1	
P SERIES I/O DRAWER	7040	61D	F7FCD	1	
SVC STORAGE ENGINE	2145	8G4	GGGAA		
SVC STORAGE ENGINE		8G4	GGGNA		
BLADECENTER	8677	2XX	KPBK893	1	
BC HS20 3.4G	8843	35U	KPDY437	1	
XSER336 3.4G 1MB 1GB/OHD3.5 S	8837	31U	KPFAB80	1	
BLADECENTER	8677	2XX	KPPD441	1	
BLADECENTER	8677	2XX	KPPD525	1	
BLADECENTER HS20 CHASSIS	8677	3XU	KPPV317	1	
BLADECENTER HS20 CHASSIS	8677	3XU	KPVK089	1	
BLADECENTER CHASSIS	8677	3XU	KQAGR2Z	1	
BLADECENTER CHASSIS	8677	3XU	KQAKK9D	1	
BLADECENTER CHASSIS	8677	3XU	KQBYM6G	1	

<u>Description</u>	<u>Type</u>	<u>Model / Feature</u>	<u>Serial Number</u>	<u>Qty</u>	<u>Cost</u>
BLADECENTER CHASSIS	8677	3XU	KQCAT3G	1	
BLADECENTER CHASSIS	8677	3XU	KQCFB3X	1	
HS21 3.0GHz	8853	L6U	KQFHKN9		
xSeries x3650 3.0GHz	7979	71U	KQHHLK0		
System x3250 M2	4190	AC1	KQHYNLX		
System x3250 M2	4190	AC1	KQHYNLY		
Bladecenter H Chassis	8852	4XU	KQLPGH6		
Bladecenter H Chassis	8852	4XU	KQLPGK2		
Bladecenter HS21 XM	7995	AC1	KQMCWT5		
Bladecenter HS21 XM	7995	AC1	KQMCWT6		
Bladecenter HS21 XM	7995	AC1	KQMCWT7		
Bladecenter HS21 XM	7995	AC1	KQMCWT9		
Bladecenter HS21 XM	7995	AC1	KQMCWV0		
Bladecenter HS21 XM	7995	AC1	KQMCWW2		
Bladecenter HS21 XM	7995	AC1	KQMWAP3		
Bladecenter HS21 XM	7995	AC1	KQMWAT2		
Bladecenter HS21 XM	7995	AC1	KQMXXA7		
Bladecenter HS21 XM	7995	AC1	KQMXXB0		
Bladecenter HS21 XM	7995	AC1	KQMXXB6		
Bladecenter HS21 XM	7995	AC1	KQMXXH2		
XSER346 3.2G 2MB 1GB/OHDD	8840	25U	KQNCK7R	1	
XSER346 3.2G 2MB 1GB/OHDD	8840	25U	KQNCL4Z	1	
XSER346 3.2G 2MB 1GB/OHDD	8840	25U	KQNCL7M	1	
BC HS20 3.6GHZ 2MB 1G OHDD	8843	4RU	KQRXL4F	1	
Bladecenter S	8886	AC1	KQVZZN2		
XSER336 3.0G 2MB 1GB/OHDD S	8837	15U	KQYMY9K	1	
Bladecenter H	8852	HC1	KQYNRPH		
Bladecenter H	8852	HC1	KQYWTFN		
SVC STORAGE ENGINE	2145	CF8	LLYCA		
SVC STORAGE ENGINE	2145	CF8	LLYWA		
DVD-RAM Drive	7210	30	V1828	1	
DVD-RAM Drive	7210	30	V1858	1	
146GB 10k drive set		2116		4	
146GB 15k drive set		2216		2	
300 GB 15k drive set		2416		4	
Management Console Internal		1100		1	
I/O Enclosure Pair		1300		2	
146GB 10k Drive set		2116		8	
2GB SW FCP/FICON Adapter		3111		4	
32GB Processor memory		4002		1	
FC 8GB 32 port blade		3832		1	
FC 8GB 48 port blade		3848		1	

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FC 8GB 48 port blade (3-10-2011 start)		3848		2	
FC 8GB 48 port blade		3848			
FC 8GB 32 port blade		3832			
FC 8GB 48 port blade		3848			
FC 8GB 48 port blade		3848			
Intermediate Capacity on Demand	1643				
Full Capacity on Demand	1644				
UPS - Single Engine		8115			
UPS - Single Engine	2145				
UPS - Single Engine		8115			
UPS - Single Engine		8115			
4-core 4.2GHz Power6	5635				
36/72GB 4mm DAT72 Tape Drive	5907				
4-core 4.2GHz Power6	5635				
36/72GB 4mm DAT72 Tape Drive	5907				
2WAY1.5GHZ PW5 PRC.C,36MB L3 C		5226		1	
ULTRA320 SCSI 4-PACK		6574		1	
	UPS	8115		1	
	UPS	8115		1	
Master Console		4001			
2w Serv Feat 520 1x8955		905		1	
Mirror 70GB Drawer Package		5561		2	
4-disk slot exp-base ctrlr		6574		1	
exp24 6 DISK slot enabler		5741		2	
exp24 6/12 DISK slot enabler		5742		2	
TotalStorage exp24 Disk Drawer		5786		1	
PCI Expansion Drawer		5790		1	
PCI-X Tower Unit in Rack		595		1	
1W Serv Feat 520 1x8953		903		1	
Mirror 70GB Drawer Package		5561		2	
4-disk slot exp-base ctrlr		6574		1	
DASD expansion unit		7127		1	
POWER4 MCM 8-WAY, W/L3 CACHE		5256		1	
8WAY PWR4 CUOD PROC 128MB L3		7402		1	
2 PROC ACTIV CUOD PROC FC 7402		7412		1	
1W Serv Feat 520 1x8953		903		1	
Mirror 70GB Drawer Package		5561		1	

<u>Description</u>	<u>Type</u>	<u>Model / Feature</u>	<u>Serial Number</u>	<u>Qty</u>	<u>Cost</u>
exp24 6 disk slot enabler		5741		4	
exp24 6/12 Disk Slot Enabler		5742		4	
TotalStorage exp24 Disk Drawer		5786		2	
4-disk slot exp-base ctrlr		6574		1	
PCI Expansion Drawer		5790		1	
S&S - Full Shift					
S&S - Full Shift					
Hyper PTF Notification Alert					
SL DISK AND TAPE GROUP					
SL MICROSOFT WINDOWS GROUP	Servers				
SL MICROSOFT WINDOWS GROUP	Workstations				
Full Shift					
Number of Processors				8	
Number of Processors				4	
Number of Processors				2	
<b><u>IBM VMWARE MAINTENANCE</u></b>	<b><u>Part #</u></b>	<b><u>QTY</u></b>			
RNWL GOLD SNS FOR WORKSTATION 7 FOR WIND/LINUX	WS-G-SSS-C	5			
RNWL GOLD SNS FOR WORKSTATION 7 FOR WIND/LINUX	WS-G-SSS-C	1			
RNWL GOLD SNS FOR WORKSTATION 7 FOR WIND/LINUX	WS-G-SSS-C	1			
RNWL GOLD SNS FOR WORKSTATION 7 FOR WIND/LINUX	WS-G-SSS-C	1			
RNWL PROD SNS VSPHERE 5 ENTERPRISE	VS5-ENT-P-SSS-C	4			
RNWL PROD SNS VSPHERE 5 ENTERPRISE	VS5-ENT-P-SSS-C	2			
RNWL PROD SNS VSPHERE 5 ENTERPRISE	VS5-ENT-P-SSS-C	4			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	2			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	2			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	2			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	2			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	2			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	2			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	2			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	2			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	6			

<u>Description</u>	<u>Type</u>	<u>Model / Feature</u>	<u>Serial Number</u>	<u>Qty</u>	<u>Cost</u>
PLUS					
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	2			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	2			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	2			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	1			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	16			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	2			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	2			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	4			
RNWL PROD SNS VSPHERE 5 ENTERPRISE PLUS	VS5-ENT-PL-P-SSS-C	2			
RNWL PROD SNS VCENTER SERVER V5 STANDARD	VCS5-STD-P-SSS-C	1			
RNWL PROD SNS VCENTER SERVER V5 STANDARD	VCS5-STD-P-SSS-C	1			
RNWL BASIC SNS VSPHERE 5 ENTERPRISE	VS5-ENT-G-SSS-C	2			
RNWL PLAT SNS FOR VDI-PRE-STR-C	VDI-PRE-STR-P-SSS-C	1			
RNWL PROD SNS VSPHERE 5 STANDARD	VS5-STD-P-SSS-C	4			
RNWL PROD SNS VCENTER SERVER FOUNDATION	VCS5-FND-P-SSS-C	1			
RNWL BASIC SNS VCENTER SERVER V5 STANDARD	VCS5-STD-G-SSS-C	1			
MCP (Management Console Software)	7310	C03	6BABA	1	
MCP (Management Console Software)	7315	C01	1242A	1	
MCP (Management Console Software)	7310	CR3	AD3CA	1	
MCP (Management Console Software)	7310	CR3	AD3DA	1	
MCP (Management Console Software)	7310	CR3	AD3BA	1	
<b>PRODUCT</b>	<b><u>PART NUMBER</u></b>		<b><u>QTY</u></b>		
IBM TIVOLI STORAGE MANAGER EXTENDED EDITION CLIENT DEVICE ANNUAL SW MAINTENANCE RENEWAL	E00IALL		180		
IBM WEBSPHERE INTEGRATION DESIGNER AUTHORIZED USER ANNUAL SW MAINTENANCE RENEWAL	E0BRLLL		5		
IBM TIVOLI STORAGE MANAGER FOR DATABASES 10 VALUE UNITS ANNUAL SW MAINTENANCE RENEWAL	E028WLL		816		
IBM TIVOLI STORAGE MANAGER EXTENDED EDITION 10 VALUE UNITS ANNUAL SW MAINTENANCE RENEWAL	E029ELL		5728		



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<u>Description</u>	<u>Type</u>	<u>Model / Feature</u>	<u>Serial Number</u>	<u>Qty</u>	<u>Cost</u>
IBM Content Manager iSeries Workflow Feature Processor Value Unit (PVU) Annual SW	E01ZKLL		100		
IBM Content Manager iSeries Authorized User Annual SW	E01PJLL		85		
IBM WEBSHERE APPLICATION SERVER VALUE UNIT ANNUAL SW MAINTENANCE RENEWAL	E025QLL		200		
IBM DB2 UNIVERSAL DATABASE EXPRESS EDITION USER ANNUAL SW MAINTENANCE RENEWAL	E00QULL		165		
IBM INFORMIX DYNAMIC SERVER ENTERPRISE EDITION UNLIMITED USERS PVU	E08SLLL		100		
IBM SYSTEM STORAGE STORAGE AREA NETWORK VOLUME CONTROLLER STORAGE Flashcopy TIERED TERABYTE ANNUAL SW SUBSCRIPTION & SUPPORT - 1-12 TBs	E01UHLL		12		
IBM SYSTEM STORAGE STORAGE AREA NETWORK VOLUME CONTROLLER STORAGE FLASHCOPY TIERED TERABYTE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS - 13-32 TBs	E01UILL		13		
IBM SYSTEM STORAGE STORAGE AREA NETWORK VOLUME CONTROLLER STORAGE VIRTUALIZATION TIERED TERABYTE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS - 1-12 TBs	E01UGLL		12		
IBM SYSTEM STORAGE STORAGE AREA NETWORK VOLUME CONTROLLER STORAGE VIRTUALIZATION TIERED TERABYTE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS - 13-32 TBs	E01UJLL		20		
IBM SYSTEM STORAGE STORAGE AREA NETWORK VOLUME CONTROLLER STORAGE VIRTUALIZATION TIERED TERABYTE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS - 33-64 TBs	E01ULLL		32		
IBM SYSTEM STORAGE STORAGE AREA NETWORK VOLUME CONTROLLER STORAGE VIRTUALIZATION TIERED TERABYTE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS - 65-100 TBs	E01UMLL		21		
IBM SYSTEM STORAGE STORAGE AREA NETWORK VOLUME CONTROLLER STORAGE VIRTUALIZATION TIERED TERABYTE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS - 65-100 TBs	E01UMLL		15		

<u>Description</u>	<u>Type</u>	<u>Model / Feature</u>	<u>Serial Number</u>	<u>Qty</u>	<u>Cost</u>
TBs					
IBM SYSTEM STORAGE STORAGE AREA NETWORK VOLUME CONTROLLER STORAGE VIRTUALIZATION TIERED TERABYTE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS - 101-250 TBs	E01UNLL		98		
IBM DB2 Express Edition Authorized User Annual SW Subscription & Support Renewal	E00QULL		45		
IBM Tivoli Storage Manager Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	E029ELL		168		
IBM Tivoli Storage Manager Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	E029ELL		168		
IBM System Storage Storage Area Network Volume Controller Storage Virtualization Tiered Terabyte (101-250) Annual SW S&S Renewal	E01UNLL		14		
IBM System Storage Storage Area Network Volume Controller Storage Virtualization Tiered Terabyte (101-250) Annual SW S&S Renewal	E01UNLL		14		
IBM Tivoli Storage Manager for Mail 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	E02B6LL		175		
IBM Tivoli Storage Manager for Mail 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	E02B6LL		175		

**Hardware Discount Percentage (off list cost):** \_\_\_\_\_ %

**Hardware Maintenance Discount Percentage (off list cost):** \_\_\_\_\_ %

**Software Discount Percentage (off list cost):** \_\_\_\_\_ %

**Software Maintenance Discount Percentage (off list cost):** \_\_\_\_\_ %

**Per hour rate for proposer’s technical resources:** \$ \_\_\_\_\_

**Per hour rate for manufacturer’s technical resources:** \$ \_\_\_\_\_

## Question and Answers for Bid #1210-005-SW - IBM Maintenance, Software Subscription, Support Line, New Equipment Upgrades

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Nov 5, 2012 5:00:00 PM CST