



City of Tacoma, WA

INFORMATION TECHNOLOGY DEPARTMENT

REQUEST FOR BID

ENTERPRISE STORAGE AREA NETWORK EXPANSION

SPECIFICATION NO. IT07-1079F

**INFRASTRUCTURE SUPPORT
DIVISION**



City of Tacoma

REQUEST FOR BIDS

**Specification No. IT07-1079F
Information Technology - Infrastructure Support Division**

**Purchase of two SUN 9990V Data Storage Units
and four Cisco MDS 9222i Data Network Switches**

The City of Tacoma is accepting **SEALED BIDS** for the above solicitation. Submittals will be received and time stamped only at the Purchasing Division, located in the Tacoma Public Utilities Administration Building, at 3628 South 35th Street, Tacoma, WA 98409.

Bids will be received until **11:00 a.m., Pacific Time, Tuesday, January 22, 2008**, at which time they will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor in the same building.

An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at: www.TacomaPurchasing.org. A list of vendors who registered for this solicitation is also available at the website. After 1:00 p.m. the day of bid opening, preliminary submittal results and names of vendors submitting bids are posted to the website for public viewing.

A pre-bid meeting will not be held.

Project Scope: Purchase, installation and configuration of two SUN StorageTek 9990V Data Storage Units and four Cisco MDS 9222i Data Network Switches.

Estimate: \$ 2,500,000

Additional information regarding the specifications may be obtained by contacting Bill Bogue at 253-573-2358 or contact Jayne McCartney, Purchasing Analyst, 253-502-8249, for general purchasing information.

CITY OF TACOMA

for

HELEN SMALL
Purchasing Manager



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 1 – SOLICITATION**

THE FOLLOWING TERMS AND CONDITIONS ARE PART OF THIS SPECIFICATION AND ARE BINDING ON ALL RESPONDENTS SUBMITTING RESPONSES TO REQUESTS FOR BIDS, PROPOSALS, QUALIFICATIONS AND INFORMATION.

1.01 DELIVERY OF SUBMITTALS TO THE CITY'S PURCHASING DIVISION

Submittal packages must be received by the City's Purchasing Division, Tacoma Public Utilities Building, Main Floor, 3628 South 35th Street, Tacoma, WA 98409-3115, prior to the scheduled time and date stated in the solicitation announcement. Each submittal, intact and bound, shall be completely sealed, with the name of the submitting party (hereinafter "Respondent"), the specification number and title clearly marked on the exterior of the package. City offices are not open for special mail or other deliveries on weekends and City holidays.

Submittals may be delivered to the City by mail or in person; however, **the Respondent is solely responsible for timely delivery of its submittal to the Purchasing Division.**

Facsimile (fax) copies of submittals for requests for sealed bids, requests for proposals, requests for qualifications and requests for information will not be accepted at any City fax machine.

Submittals received after the time stated in the solicitation announcement will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a submittal has been timely received, the City's Purchasing Division may rely on Universal Coordinated Time from the National Bureau of Standards as reported by <http://www.greenwichmeantime.com/>

1.02 WITHDRAWAL OF SUBMITTALS

A. Prior to Submittal Deadline (Bid Opening)

Submittals may be withdrawn prior to the scheduled submittal deadline by providing written notice to the City's Purchasing Division. The notice may be submitted in person or by mail; however, it must be received by the City's Purchasing Division prior to the submittal deadline.

B. After Submittal Deadline

No submittal can be withdrawn after having been opened as set forth in the solicitation announcement, and before the actual award of the contract, unless the award is delayed more than 60 calendar days beyond the date of opening. If a delay of more than 60 calendar days does occur, the Respondent must submit written notice to the purchasing manager that Respondent is withdrawing its submittal.

1.03 SUBMITTAL IS NON-COLLUSIVE

The Respondent acknowledges that by its delivery of a submittal to the City in response to this solicitation it represents that the prices in such submittal are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

1.04 OPENING AND ACCEPTANCE OF SUBMITTALS

Submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.

All submittals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening.

1.05 RIGHT TO REJECT

The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, and if necessary, call for new bids/proposals.

A. Requests for Proposals (RFP)

By submitting a proposal in response to a City RFP, the Respondent acknowledges and consents to the following City rights and conditions. The City reserves, holds without limitation, and may exercise, at its

sole discretion, the following rights and conditions with regard to this procurement process:

1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Respondents for any reason whatsoever.
2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Respondents.
3. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with this procurement process upon notice to the Respondents.
4. To supplement, amend or otherwise modify the RFP specifications, at any time upon prior notice to Respondents, including but not limited to modifications to the description of services and/or products contained in the RFP, by omitting services/products and/or including services/products not currently contemplated therein.
5. To request clarifications, additional information, and/or revised submittals from one or more Respondents.
6. To conduct investigations with respect to the qualifications and experience information for each Respondent included in a submittal and to request additional evidence to support any such information.
7. To eliminate any Respondent that submits an incomplete or inadequate response, or is non-responsive to the requirements of the RFP specifications, or is otherwise deemed to be unqualified during any stage of the procurement process.
8. To select and interview a single finalist or multiple finalists for the purpose of promoting the City's evaluation of submittals provided in response to the RFP specifications. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all respondents in connection with this RFP process.
9. To discontinue contract negotiations with a selected Respondent and commence such negotiations with another respondent, except as otherwise provided in Chap. 39.80, RCW.
10. To select and enter into a contract with one or more Respondents whose submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of the RFP specifications.
11. To take any other action affecting the RFP specifications or the procurement process that is determined to be in the City's best interests.
12. In the event the City receives questions concerning RFP specifications from one or more Respondents prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Respondents.
13. Neither the City, its officials, staff, agents, employees, representatives, nor consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.06 EVALUATION OF SUBMITTALS

The City of Tacoma reserves the right to award to the lowest and best responsible Respondent(s) delivering a submittal in compliance with the specification documents, provided such submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.253. Respondents who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

A. Evaluation Factors

In addition to the factors set forth in Municipal Code Section 1.06.253, the following may be used by the City in determining the lowest and best responsible submittal:

1. Compliance with the Specification and with applicable City requirements, including by not limited to, the City's Ethics Code and its Historically Under-utilized Business and Local Employment and Apprenticeship programs.
2. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
3. Time of delivery and/or completion of performance (delivery date(s) offered).
4. Warranty terms.
5. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
6. Previous and existing compliance with laws and ordinances relating to contracts or services.
7. Sufficiency of financial resources.
8. Quality, availability and adaptability of the supplies or services to the particular use required.
9. Ability to provide future maintenance and service on a timely basis.
10. Location of nearest factory authorized warranty repair facility or parts dealership.
11. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications and skill to perform the contract or provide the services required.

All other elements or factors, whether or not specifically provided for in this Specification, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.

B. Consideration of Tax Revenue

Per Tacoma Municipal Code Section 1.06.259, in determining the lowest and best responsible Respondent for contracts exceeding \$5,000 for supplies, materials or equipment, the City will take into consideration the tax revenue the City would receive from purchasing said item(s) from a supplier(s) located inside the boundaries of the City of Tacoma.

C. Cash Discount

Payment discount periods of 20 calendar days or more may be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.

1.07 COMPLETION OF CITY FORMS

All submittals must be completed in ink or typewritten using the forms included with this Specification, and submitted exactly as specified.

City forms requiring signature must be signed in ink by an authorized officer, employee or agent of the Respondent.

Prices must be stated in figures. Corrections shall be initialed in ink by the person signing the submittal. Prices having erasures or interlineations (cross outs) will not be accepted unless initialed in ink by the Respondent.

1.08 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

The City reserves the right to correct obvious errors in the Respondent's submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.09 CLARIFICATION OF SPECIFICATION

Questions regarding this Specification and/or any included terms, conditions, forms, plans or drawings are to be submitted in writing to the City staff person identified as the contact for this Specification. All requests for interpretation must be received by the City no later than five business days prior to the opening date. Any interpretation of this Specification will be made by addendum duly issued and posted to the Purchasing website at www.TacomaPurchasing.org. Such addendum must be acknowledged in the submittal. The City of Tacoma will not be responsible for any other explanation or interpretation of the specification documents.

1.10 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in the specification documents, submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition the submittal by inserting exceptions to the Specification or any conditions, qualifications or additions that vary its terms may result in rejection of the submittal. The City cannot legally accept any submittal containing a material deviation from the Specifications.

1.11 INSERTION OF MATERIAL CONFLICTING WITH SPECIFICATIONS

Only material inserted by the Respondent to meet requirements of the specification documents will be considered. Any other material inserted by the Respondent will be disregarded by the City of Tacoma as being non-responsive and may be grounds for rejection of the submittal.

1.12 FIRM PRICES/ESCALATION

Except as specifically allowed elsewhere in the specification documents, only firm prices will be accepted.

1.13 SHIPPING

Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Respondent until delivery is tendered.

1.14 LEGAL HOLIDAYS

The City of Tacoma observes the following holidays, which shall apply to performance of all contracts awarded from this solicitation:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Tacoma.

1.15 TAXES

Unless otherwise required in this Specification, applicable federal, state, city and local taxes shall be included in the submittal as indicated below. The total cost to the City, including all applicable taxes, may be the basis for contract award determination. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.

A. Federal Excise Tax

The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If the Respondent fails to include any applicable tax in its submittal, then Respondent shall be solely responsible for the payment of said tax.

B. State and Local Sales Tax

The City of Tacoma is subject to Washington state sales tax. It is the Respondent's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.

C. City of Tacoma Business and Occupation Tax

It is the Respondent's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; this shall not be shown separately on the submittal.

Sub-Title 6A of the City of Tacoma Municipal Code provides that all transactions with the City of Tacoma, wherever consummated, are subject to the City of Tacoma's Business and Occupation Tax.

It is the responsibility of the Respondent awarded the contract to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252, website <http://www.cityoftacoma.org/Page.aspx?nid=201>.

D. Any or All Other Taxes

Any or all other taxes are the responsibility of the Respondent unless otherwise required by law.

1.16 WASHINGTON BUSINESS LICENSE REQUIREMENT

All submittals should include a Washington State Business License number in the space provided on the Submittal Signature Page. If the recommended respondent does not have a Washington State Business License at the time of submittal, it must obtain such license and provide proof thereof to the City of Tacoma prior to contract award. Failure to include a Washington State Business License may be grounds for rejection of the submittal. Information regarding Washington State Business Licenses may be obtained at <http://www.dol.wa.gov/businesses.htm>.

1.17 PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

If the Respondent considers any submittal document to be protected from disclosure under the law, the Respondent shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or BUSINESS SECRET." The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. **Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal.**

If a request is made for disclosure of such identified documents or portions thereof, the City will determine whether the material is exempt from public disclosure. If, in the City's opinion, the material is subject to disclosure, the City will notify Respondent of the request and impending release and allow the Respondent 10 days to take whatever action it deems necessary to protect its interests. The City will cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Respondent shall indemnify City against same. If the Respondent fails or neglects to take such action within said period, the City will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

1.18 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The City of Tacoma ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from its federally assisted programs and activities. Contact Tacoma's Title VI coordinator at 253-591-5828 for additional information.

1.19 LEGAL DISPUTES

Respondent agrees and stipulates that in the event any litigation should occur concerning or arising out of this solicitation or any submittal delivered in response hereto, the sole venue of any such legal action shall be the Pierce County Superior Court of the state of Washington and the interpretation of the terms of the solicitation and submittal shall be governed by the laws of the state of Washington.

1.20 PURCHASE ORDER TERMS AND CONDITIONS

Terms and conditions of City of Tacoma purchase orders, if issued, shall apply to contracts and awards resulting from this solicitation.

1.21 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

Any Respondent who refuses to enter into a contract after it has been awarded to the Respondent will be in breach of the agreement to enter the contract, and the Respondent's certified or cashiers check or bid bond, if any, shall be forfeited.

1.22 AWARD

The City reserves the right to award contracts for any or all items to one or more respondents in the best interests of the City.

1.23 FINAL AWARD DETERMINATION

The Tacoma City Council or Public Utility Board, for awards over \$50,000, shall be the final judge as to which submittal(s) is/are the lowest and best responsible, and best meets the interest of the City of Tacoma to accept. The purchasing manager makes the determination for awards of \$50,000 and less.

** Balance of Page Intentionally Left Blank **

**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 2 – SUPPLIES**

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

2.01 SUPPLIER

As used herein, the "Supplier" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Seller, Vendor, Proposer, Bidder, Contractor, Merchant, Service Provider or otherwise.

2.02 ENTIRE AGREEMENT

This Specification, purchase orders issued by the City pursuant hereto, and the Supplier's submittal, in that order of precedence, shall constitute the "Contract" between the parties. Said documents represent the entire agreement between the parties and supersede any prior oral statements, discussions or understandings between the parties, and/or subsequent Supplier invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

2.03 APPROVED EQUALS

Unless an item is indicated as "No substitute," special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.

The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the Supplier to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the Supplier's expense.

When a brand name or level of quality is not stated in the Supplier's submittal, it is understood the Supplier's submittal shall exactly confirm with those required in this Contract. If more than one brand name is stated in this Specification, Supplier(s) must indicate the brand and model/part number to be supplied.

2.04 PRICE, RISK OF LOSS, DELIVERY

A. Firm Prices/Risk of Loss

All prices shall remain firm during the term of this Contract. All prices shall be FOB, the place of destination (as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.

B. Delivery

Delivery will be to the designated addresses set forth in this Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except holidays. Failure to make timely delivery shall be cause for termination of the order and return of all or part of the items at Supplier's expense except in the case of force majeure.

2.05 PACKING SLIPS, SHIPPING NOTICES AND INVOICES

Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable. Invoices shall be sent in duplicate to:

Accounts Payable
City of Tacoma
P. O. Box 1717
Tacoma Washington 98401-1717

Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

2.06 PAYMENT TERMS

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained, and a properly completed invoice is received by the City. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

2.07 INCREASE OR DECREASE IN QUANTITIES

The City reserves the right to increase or decrease the quantities of any item awarded pursuant to this Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

2.08 EXTENSION OF CONTRACT

This Contract shall be subject to extension by mutual agreement per the same prices, terms and conditions.

2.09 ADDITIONAL CITY CONTRACTS

During the term of this Contract, other City of Tacoma Departments/Divisions shall have the right to enter into contracts or issue purchase orders based on the unit prices stated in this Contract.

2.10 COMPARATIVE PRICING

If at any time during the term of this Contract, the Supplier reduces prices to other buyers purchasing approximately the same quantities stated on this Contract, the Supplier will immediately notify the City of Tacoma purchasing manager of such fact, and the price(s) for future orders hereunder shall be reduced accordingly.

2.11 CHANGES

The City at any time by written change order may make reasonable changes in the place of delivery, installation or inspection, the method of shipment or packing, identification and ancillary matters that the Supplier may accommodate without substantial additional expense.

2.12 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Supplier, incorporating the terms and conditions of this Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be the Supplier's responsibility to inform such public agencies of this Contract. Supplier shall invoice such public agencies as separate entities.

2.13 WARRANTIES/GUARANTEES

Suppliers warrant that all items: are merchantable; comply with the City's latest drawings and specifications; are fit for the City's intended use; are new and unused unless otherwise stated; comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products

Safety Act, and all other applicable state and federal laws or agency regulations; are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

2.14 PATENTS, TRADEMARKS AND COPYRIGHTS

The Supplier warrants that the equipment and/or materials furnished pursuant to this Contract do not infringe on any patent, trademark or copyright, and agrees to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

2.15 DEFAULT

In the event of material default by the Supplier on any of the conditions of this Contract, the Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due the Supplier, or collect against the bond or security (if any), or may invoice and recover from the Supplier all costs paid in excess of the price(s) set forth in this Contract. The prices paid by the City in good faith shall be considered the prevailing market price at the time such purchase is made.

2.16 TAXES, LICENSES, PERMITS

Unless otherwise required by applicable law, the tax provisions in Section 1 - Solicitation apply to this Contract. Except for state sales tax, the Supplier acknowledges that it is responsible for the payment of all taxes applicable to this Contract and the Supplier agrees to comply with all applicable laws regarding the reporting of income, maintenance of records and all other requirements and obligations imposed pursuant to applicable law.

The Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The Supplier shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of this Contract, the Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event the Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then the Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Supplier's total compensation.

2.17 FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

Supplier shall comply with all federal, state, municipal and/or local laws and regulations in the performance of all terms and conditions of this Contract. The Supplier shall be solely responsible for all violations of the law from any cause in connection with its performance of work under this Contract.

2.18 HISTORICALLY UNDER-UTILIZED BUSINESSES (HUB) PROGRAM AND EQUAL OPPORTUNITY

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of historically under-utilized business enterprises. Contact Tacoma's HUB coordinator at 253-591-5828 for additional information.

2.19 NONDISCRIMINATION

The Supplier agrees to take all steps necessary to comply with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The Supplier shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the Supplier with any of the non-discrimination provisions of this Contract, the City shall be deemed to have cause to terminate this Contract, in whole or in part.

2.20 PREVAILING WAGES PAID – IF REQUIRED

If federal, state, local or any applicable law requires the Supplier to pay prevailing wages in connection with this Contract, and Supplier is so notified by the City, then the Supplier shall pay applicable Prevailing Wages.

2.21 CONFLICT OF INTEREST

No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Supplier shall comply with all federal, state and City conflict of interest laws, statutes and regulations. The Supplier represents that the Supplier presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains that would conflict in any manner or degree with the performance of the Supplier's services and obligations hereunder. The Supplier further covenants that, in performance of this Contract, no person having any such interest shall be employed. The Supplier also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

2.22 RIGHT TO AUDIT

Upon City's request, the Supplier shall make available to City all accounts, records and documents related to this Contract for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under this Contract.

2.23 TERMINATION

The City reserves the right to terminate this Contract at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials or equipment previously furnished hereunder shall become its property.

2.24 INDEMNIFICATION – HOLD HARMLESS

The Supplier agrees to indemnify, defend and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including the Supplier's or subcontractor's employees), or damage to property involving the Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of this Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, the Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By the Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.

2.25 DISPUTE RESOLUTION

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the City's right to terminate authorized by this Contract.

2.26 GOVERNING LAW AND VENUE

Washington law shall govern the interpretation of this Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration or litigation arising out of this Contract.

2.27 ASSIGNMENT

The Supplier shall not assign, subcontract, delegate or transfer any obligation, interest or claim to or under this Contract without the prior written consent of the City.

2.28 WAIVER

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.29 SEVERABILITY AND SURVIVAL

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

** Balance of Page Intentionally Left Blank **

**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 2 – SERVICES**

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

2.01 CONTRACTOR

As used herein, the "Contractor" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Vendor, Proposer, Bidder, Seller, Merchant, Service Provider or otherwise.

2.02 ENTIRE AGREEMENT

This Specification, purchase orders issued by the City pursuant hereto, and the Contractor's submittal, in that order of precedence, shall constitute the "Contract" between the parties. Said documents represent the entire agreement between the parties and supersede any prior oral statements, discussions or understandings between the parties, and/or subsequent contractor invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

2.03 SERVICES

The services and/or work contracted for herein exclude public works and improvements as defined in RCW 39.04, as that statute may hereafter be amended.

2.04 SCOPE OF WORK

The Contractor agrees to diligently and completely perform the services required by this Contract.

The City shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by Contractor the City agrees to reasonably compensate the Contractor for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Delivery of incidental products will be as designated in this Contract.

2.05 TIME FOR PERFORMANCE

All services shall be satisfactorily completed by the termination date contemplated by this Contract, and this Contract shall expire on said date unless mutually extended in writing by the Parties.

2.06 EXTENSION OF CONTRACT

This Contract shall be subject to extension by mutual agreement per the same prices, terms and conditions.

2.07 COMPENSATION

The City shall compensate the Contractor in accordance with the Contract. Said compensation shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor.

2.08 INVOICES

Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable. Invoices shall be sent in duplicate to:

Accounts Payable
City of Tacoma
P. O. Box 1717
Tacoma Washington 98401-1717

Any terms, provisions or language in Contractor's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

2.09 PAYMENT TERMS

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained, and a properly completed invoice is received by the City. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

2.10 ADDITIONAL CITY CONTRACTS

During the term of this Contract, other City of Tacoma Departments/Divisions shall have the right to enter into additional service contracts or issue purchase orders based on the unit prices and/or service rates stated in this Contract. An exception taken specifically to this provision at time of submittal shall not constitute a material deviation in the bidding process.

2.11 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Contractor, incorporating the terms and conditions of this Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be the Contractor's responsibility to inform such public agencies of this Contract. Contractor shall invoice such public agencies as separate entities.

2.12 WARRANTIES/REPRESENTATIONS

The Contractor warrants that all services performed pursuant to the Contract shall be generally suitable for the use to which the City intends to use said services as expressed in this Contract. The Contractor represents and warrants that it will diligently and completely perform all services and obligations consistent with customarily accepted good practices and standards of performance applicable to service providers rendering the same or similar type of service and that it will comply with all applicable federal, state and local laws, ordinances, rules and regulations including, but not limited to, the Occupational Safety and Health Administration (OSHA) and the Washington Industrial Safety and Health Act (WISHA). If the Contractor intends to rely on information or data supplied by the City, other City contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the City.

2.13 TAXES, LICENSES, PERMITS

Unless otherwise required by applicable law, the tax provisions in Section 1 - Solicitation apply to this Contract. Except for state sales tax, the Contractor acknowledges that it is responsible for the payment of all taxes applicable to this Contract and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of records and all other requirements and obligations imposed pursuant to applicable law.

The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The Contractor shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of this Contract, the Contractor agrees to hold the City harmless from such costs, including attorney's fees. In the event the Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then the Contractor authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Contractor's total compensation.

2.14 FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

All federal, state, municipal and/or local laws and regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with its performance of work under this Contract.

2.15 HISTORICALLY UNDER-UTILIZED BUSINESSES (HUB) PROGRAM AND EQUAL OPPORTUNITY

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of historically under-utilized business enterprises. Contact Tacoma's HUB coordinator at 253-591-5828 for additional information.

2.16 NON-DISCRIMINATION

The Contractor agrees to take all steps necessary to comply with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The Contractor shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the Contractor with any of the non-discrimination provisions of this Contract, the City shall be deemed to have cause to terminate this Contract, in whole or in part.

2.17 PREVAILING WAGES PAID – IF REQUIRED

If this Contract involves public works and improvements and/or maintenance of public building(s), federal, state and/or local laws may require the Contractor to pay prevailing wages, and Contractor hereby agrees to pay such applicable prevailing wages. If applicable to this Contract, a Schedule of Prevailing Wage Rates for the locality or localities where this Contract will be performed is attached and made of part of this Contract by this reference. If prevailing wages do apply to this Contract, the Contractor and its subcontractors shall (a) be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits, (b) ensure that no worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage specified on that Schedule, and (c) immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages must be submitted by the Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid must be received or verified by the City prior to final Contract payment.

2.18 CONFLICT OF INTEREST

No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Contractor shall comply with all federal, state and City conflict of interest laws, statutes and regulations. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains that would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor further covenants that, in performance of this Contract, no person having any such interest shall be employed. The Contractor also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

2.19 REPORTS, RIGHT TO AUDIT, PERSONNEL

A. Reports

The Contractor shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken pursuant to this Contract.

B. Right to Audit

Upon City's request, the Contractor shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as

reasonably needed by City to assess performance, compliance and/or quality assurance under this Contract.

C. Personnel

If before, during, or after the execution of this Contract, the Contractor has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to this Contract, then the Contractor is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the City, and on a case by case basis.

2.20 TERMINATION AND SUSPENSION

The City may terminate this Contract at any time, with or without cause, by giving 10 business days written notice to Contractor. In the event of termination, all finished and unfinished work prepared by the Contractor pursuant to this Contract shall be provided to the City. In the event City terminates this Contract due to the City's own reasons and without cause due to the Contractor's actions or omissions, the City shall pay the Contractor the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.

The City may suspend this Contract, at its sole discretion, upon three business days written notice to the Contractor. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Contractor's actual expenses and shall be subject to verification. The Contractor shall resume performance of services under this Contract without delay when the suspension period ends.

Termination or suspension of this Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Contractor relative to performance hereunder.

2.21 INDEMNIFICATION – HOLD HARMLESS

The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, agents, employees and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the City, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Respondent specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

These indemnifications shall survive the termination of this Contract.

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.22 INSURANCE

The Contractor shall maintain all necessary insurance to protect Contractor and the City from losses and claims that may arise out of or result from performance of duties related to the Contract, including Worker's Compensation, automobile public liability and property damage, commercial general liability, professional liability, errors and omissions and others, as specified in the Insurance Requirements attachment.

2.23 INDEPENDENT CONTRACTOR STATUS

The Contractor is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall the Contractor be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Contractor. The Contractor shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, the Contractor agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.

Unless otherwise specified in writing, Contractor shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under this Contract. The Contractor, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform Contract services.

2.24 NOTICES

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the Contractor's registered agent and to the applicable City department representative.

2.25 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

To the extent that Contractor creates any work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, Contractor agrees to the following: The work has been specially ordered and commissioned by the City. Contractor agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Contractor hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Contractor's creation of the work.

The Contractor shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should the Contractor fail to obtain said releases and/or licenses, the Contractor shall indemnify, defend and hold harmless the City for any claim resulting there from.

2.26 PUBLIC DISCLOSURE

This Contract and documents provided to the City by Contractor hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the City may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies.

2.27 DUTY OF CONFIDENTIALITY

Contractor acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the City. Except for disclosure of information and documents to Contractor's employees, agents, or subcontractors who have a substantial need to know such information in connection with Contractor's performance of obligations under this Contract, the Contractor shall not without prior written authorization by the City allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

2.28 DISPUTE RESOLUTION

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the City's right to terminate authorized by this Contract.

2.29 GOVERNING LAW AND VENUE

Washington law shall govern the interpretation of this Contract. The state or federal courts located in Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.

2.30 ASSIGNMENT

The Contractor shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract without the prior written consent of the City.

2.31 WAIVER

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.32 SEVERABILITY AND SURVIVAL

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

** Balance of Page Intentionally Left Blank **

Bid Submittal Check Sheet
Specification No. IT07-1079F
Purchase of two SUN StorageTek 9990V Data Storage Units
and four Cisco MDS 9222i Data Network Switches

Three copies (original and two copies) of your proposal must be received by the City of Tacoma Purchasing Division by the date and time specified.

The following items make up your bid submittal package:

1. Cover Sheet
2. Non-Collusion Affidavit
3. Personnel Inventory Form
4. Proposal Sheet
5. Bidder's Statement of Delivery, Price, Warranty and Exceptions
6. Any additional information required in specification

Failure to comply may result in your bid being declared unresponsive and rejected.

The following information is to be submitted after award:
Contract
Certificate of Insurance

GENERAL INFORMATION AND REQUIREMENTS
Specification No. IT07-1079F
Purchase of two SUN StorageTek 9990V Data Storage Units
and four Cisco MDS 9222i Data Network Switches

SCOPE OF BID

The purpose of this bid is to:

1. Purchase two (2) SUN StorageTek 9990V Data Storage Units for the corporate use of the City of Tacoma and Tacoma Public Utilities. The City currently utilizes two SUN StorEdge SE9970 data storage devices. The City desires to replace both 9970's with SUN StorageTek Model 9990V. See Technical Requirements for more detail.
2. Purchase four Cisco MDS 9222i Data Network Switches. The current storage area network utilizes Brocade data network switches. The City desires to replace these switches with Cisco data network switches. See Technical Requirement for more details.
3. Acquire professional services to assist City of Tacoma in the following areas:
 - Installation, configuration and migration of the SUN StorageTek 9990V's.
 - Installation and configuration of Cisco MDS 9222i Data Network Switches for data communication with the 9990V's on the City of Tacoma's data network.
4. Optional Trade in of two (2) SUN StorEdge SE9970 data storage devices currently in use. This equipment will be available for trade-in within 120 days of completed installation of the new 9990V's. It is requested the Bidder specify a trade-in allowance for these devices on the Proposal Sheet.

CONTACT PERSON

Technical inquiries are to be directed to Bill Bogue at bill.bogue@cityoftacoma.org

CONTRACT USAGE

Other City departments may enter into contracts or purchases orders from this bid during a contract term.

Also, other public entities with whom the City has an interlocal agreement may enter into contracts or purchases orders from this bid during a contract term.

The City reserves the right to increase or decrease quantities under this contract and pay according to the unit price quoted in the proposal.

CONTRACT PERIOD

This contract shall be in effect from the date of award and the signature finalization of contract documents until project completion . The estimated time frame is approximately 4 months.

PRICING

Quoted prices must be firm for the initial contract period, a minimum of 90 days from call date. Unit prices shall be all inclusive and bid as FOB destination, freight pre-paid and allowed; including all travel expenses associated with the Professional Services portion of this bid. Additional travel fees or other surcharges will not be paid.

The City of Tacoma may be interested in leasing options and requests pricing submittals for leasing the specified equipment. The City would be interested in a 4-year or 5-year lease term, with zero residual (the City would obtain full ownership at end of lease) and monthly payments commencing in January 2009. The City may elect to purchasing the equipment, or leasing the equipment, or a combination of the two options as best meets the needs of the City."

DELIVERY DATE

The bidder must state on the PROPOSAL SHEET the number of days beyond the purchase order date that delivery of service will be guaranteed.

DELIVERY LOCATION

One SUN StorageTek 9990V data storage unit and two Cisco MDS 9222i Data Network Switches will be delivered, installed, and configured at:

Tacoma Public Utilities
3628 South 35th Street
Tacoma, WA 98409

The other SUN StorageTek 9990V data storage unit and two Cisco MDS 9222i Data Network Switches will be delivered, installed, and configured at:

City of Tacoma
Tacoma Municipal Building
747 Market Street
Tacoma, WA 98402

WARRANTY

The selling dealer shall be responsible for and disposition of all warranty claims against the units.

The warranty shall be provided against malfunction or other unsatisfactory conditions due to defective equipment, materials or workmanship, and shall be inclusive of all costs associated with picking up the units, and/or parts thereof, for all required work, from and returned to, Tacoma Public Utilities, Tacoma, Washington, F.O.B. Destination.

MANUFACTURER MAINTENANCE COVERAGE

The proposed SUN StorageTek 9990V's must be eligible for inclusion in the City of Tacoma's SUN Maintenance Agreement at the "Platinum" level.

The Cisco MDS 9222i Data Network Switches must be eligible for inclusion in the City of Tacoma's Cisco Smartnet Maintenance Agreement.

INVOICES

Invoices shall be mailed to:

City of Tacoma
Accounts Payable
P.O. Box 11007
Tacoma, WA 98401

AWARD

The City reserves the right to award to a single vendor or split the award among multiple vendors as best meets the needs of the City.

BID EVALUATION

The award of this contract may not be based on cost alone, as other factors and features are equally important.

Minor deviations from these specifications may be considered, provided the manufacturer or dealer submits in writing a full description, in detail, for each variation with reference made to each item to which the variation applies. These variations must be submitted with and made a part of this bid. If no variations are called out, the bidder will be required to meet or exceed each item in the specifications as written

BID EVALUATION CRITERIA

The contract will be awarded to the lowest responsible bidder or bidders complying with the specifications and the bidding regulations, provided such bids are reasonable and are in the best interest of the City to accept. The City, however, reserves the right to reject any and all bids and to waive any informalities in bids received.

In addition to price, the City may also consider any or all of the following:

- a. Compliance with specification
- b. Time of completion/delivery
- c. Warranty terms
- d. Proposal prices, listed separately if requested, as well as a lump sum total after trade-in allowance.
- e. Bidder's responsibility based on, but not limited to:
 1. Ability, capacity, experience, organization, stability, technical qualifications and skill to perform the contract or provide the services required.
 2. Whether the contract can be performed within the time specified.
 3. Quality of performance of previous contracts or services.
 4. Previous and existing compliance with laws and ordinances relating to contracts or services.
 5. Sufficiency of financial resources and financial stability.
 6. Vendor ability to minimize service disruptions
 7. Vendor track record providing similar service to other organizations
 8. Flexibility to adapt to City site changes, configuration changes, etc.
 9. Vendor support staff familiarity with technology, including appropriate personnel certifications.
 10. Soundness of technical approach, including compatibility with City systems

All other elements or factors, whether or not specifically provided for in this contract, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.

TECHNICAL REQUIREMENTS
Specification No. IT07-1079F
Purchase of SUN StorageTek 9990V Data Storage Units
and Cisco MDS 9222i Data Network Switches

Purchase and/or Lease:

1. Two (2) SUN StorageTek Model 9990V Data Storage Units meeting the specifications on following pages.
2. Four (4) Cisco MDS 9222i Data Network Switches meeting the specifications on the following pages.

Professional services:

1. Installation and configuration of the SUN StorageTek 9990V's Data Storage Units
 2. Installation and configuration of the Cisco MDS 9222i Data Network Switches.
- Further specifications on following pages titled "Professional Services".

Prices quoted for the above-mentioned Professional services shall be all-inclusive of travel costs. All costs for travel, meals and lodging associated with the above-mentioned professional services shall be borne by the vendor.

Prior to completion of these professional services, it will be the responsibility of the successful bidder(s) to ensure the Data Storage Units and the Data Network Switches are operating per design and approved by the City of Tacoma Information Technology Department.

Trade-in Allowance:

For two (2) SUN StorEdge SE9970 Data Storage Units currently in use. Further specifications on following pages titled "Trade-in Allowance".

Prices quoted for the above-mentioned Trade-in Allowance shall be all-inclusive of tasks associated with decommissioning, uninstalling, packing, and transporting of the units.

Bid Response must include copies of any contracts to be executed.

TECHNICAL SPECIFICATIONS
SUN StorageTek 9990V Data Storage Units

The SUN StorageTek 9990V Data Storage Unit for delivery to:

City of Tacoma
Tacoma Municipal Building
747 Market Street
Tacoma, WA 98402

shall meet these specifications:

Qty	Product Number	Description
32	TV9DKC-F605I-0R7HS	Sun StorageTek(TM) 9990V 750G HDD Canister consists of one 750GB 7200 RPM HDD (Low Cost Fibre Channel Drives (sometimes referred to as SATA II) for ST9990V Disk Chassis (TV9DKC-F615i-B2). It is required to install as many sets of TV9DKC-F615I-0R7HS as HDDs required for the RAID configuration to be adopted.
36	TV9DKC-F605I-146KS	Sun StorageTek(TM) 9990V 146GB Hard Disk Drive (HDD); 1 * hard disk drive, 146GB, 15000RPM, FC; contained in a canister for installation in an ST9990V integrated disk controller and array frame unit (DKC610I) and/or disk array frame unit (DKU610I); (for the ST9900V). RoHS-5 compliant
2	TV9DKC-F605I-18	Sun StorageTek(TM) 9990V Disk Array Frame Unit with doors; factory-configured; contains 8 hard disk unit boxes (each box accommodates 32 hard disk drives), installed as the standard and capable of containing a maximum of 256 hard disk drives; conforms to both 3-phase AC power and single-phase AC power specifications; Dimensions of frame: Height: 1860, Width: 650mm and Depth: 925mm; (AC power supply and AC power cable not included). RoHS-5 compliant
72	TV9DKC-F605I-300KS	Sun StorageTek(TM) 9990V 300GB Hard Disk Drive (HDD); 1 * hard disk drive, 300GB, 15000RPM, FC; contained in a canister for installation in an ST9990V integrated disk controller and array frame unit (DKC610I) and/or disk array frame unit (DKU610I); (for the ST9990V). RoHS-5 compliant
16	TV9DKC-F605I-72KS	Sun StorageTek(TM) 9990V 73GB Hard Disk Drive (HDD); 1 * hard disk drive, 73GB, 15000RPM, FC; contained in a canister for installation in an ST9990V integrated disk controller and array frame unit (DKC610I) and/or disk array frame unit (DKU610I); (for the ST9900V). RoHS-5 compliant
2	TV9DKC-F605I-AKT	Sun StorageTek(TM) 9990V DKU Expansion Kit; consists of FSW/SVR/DKU PS; option is required when installing upper hard disk unit-BOX (connecting 3rd/4th DKA and 7th/8th DKA) on HDD. 1 set of this option can be installed on the DKU frame; (for the ST9990V). RoHS-5 compliant
2	TV9DKC-F605I-EXC	Sun StorageTek(TM) 9990V Device Interface Cable Kit; 1 * cable unit assembly; required when connecting DKU-R1 and DKU-R2 or DKU-L1 and DKU-L2. One set of this option is required for the upper hard disk unit-BOX and the lower hard disk unit-BOX each; (for the ST9990V).RoHS-5 compliant

Qty	Product Number	Description
2	TV9DKC-F610I-16FS	Sun StorageTek(TM) 9990V Fibre Channel 16-Port Front End Director for Short Wave 1-4Gbps; 2 *channel adapter PCBs each w/ 8 FC ports;All 16 FC ports come w/ Fibre SFPs for Shortwave;may be replaced w/ DKC-F610I-1FL for longwave; short /longwave SFPs may be installed on the same channel adapter; 8sets(128 ports)can be installed in CHA slots ;max of 8sets can be installed in DKA slots, making 16 sets(256 ports) installed; for ST9990V controller &array frame unit.RoHS-5 compliant
3	TV9DKC-F610I-1PS	Sun StorageTek(TM) 9990V AC Power Supply Box Kit; for single phase/200V 50 Amp installations; 2 * 50A power facilities per DKC or DKU frame are required; (1 required per Sun StorageTek(TM) 9990V integrated disk controller and 1 per the array frame unit (DKC610I) and/or disk array frame unit (DKU610I) when units are connected to single phase input).RoHS-5 compliant
3	TV9DKC-F610I-1UC	Sun StorageTek(TM) 9990V Power Cable Kit; for single Phase 50 Amp AC 200V/60Hz installations; 1 * power cable unit; (required when a three phase ST9990V integrated disk controller and array frame unit (DKC610I) and/or disk array frame unit (DKU610I) are shipped to the USA; one kit per unit). RoHS-5 compliant
2	TV9DKC-F610I-AB	Sun StorageTek(TM) 9990V Additional Battery; 12V battery for DKC; 2 * battery boxes, 2* battery control printed circuit boards. Add 1 set when the following occurs: * Cache Memory Capacity is 56GB or more * Shared Memory Capacity is 14GB or more * When the 1st set of DKC-F610I-APC is installed. Add 2nd set when the following occurs: * CM Capacity is 72GB or more * When the 2nd set of the DKC-F610I-APC is installed. Add 3rd set when the following occurs: * CM Capacity is 104GB or more. RoHS-5 compliant
5	TV9DKC-F610I-ABX	Sun StorageTek(TM) 9990V Additional Battery; 56V battery for DKC; 2 * battery boxes, 2* battery control printed circuit boards. This option is required when one of following occurs: * Maximum of 1 set is installable in the DKC Frame when De-stage mode is selected * Cache Memory Capacity is 136GB; Maximum of 2 set is installable in the DKU Frame when de-stage mode selected: Install 1 set when without DKC-F605I-AKT or Install 2 sets of this option if DKC-F605I-AKT is installed. RoHS-5 compliant
1	TV9DKC-F610I-APC	Sun StorageTek(TM) 9990V Additional Power Supply; extended 12V AC-DC power supply for DKC. Maximum of 2 options can be installed on DKC frame; (Required to Add 1 set when one of the following: * Install 5 to 10 sets of DKA+CHA options * Install 2 sets of DKC-F610I-CX * Install 2 sets of DKC-F610I-SX)(Required to Add 2 sets when one of the following: * Install 11 or more sets of DKA+CHA options * Install 3 to 4 sets of DKC-F610I-CX): (For ST9990V) RoHS-5 compliant
8	TV9DKC-F610I-C8G	Sun StorageTek(TM) 9990 Additional 8GB Cache Memory Module; consists of 4 DIMM boards on which 1Gbit DRAM is mounted. Max number of installable options is: * 16 sets (Cache capacity: 128GB) when the DKC-F510I-CX1GR is not installed, or * 32 sets (Cache capacity: 256GB) when the DKC-F510I-CX1GR is installed. Required number of the options is determined based on the disk capacity of the subsystem. (ST9990) RoHS Compliant.
1	TV9DKC-F610I-CSW	Sun StorageTek(TM) 9990V Data Path Expansion Kit; 2 * printed circuit boards for data path expansion; A maximum of three sets of this option can be installed based on the installation position of CHA/DKA (1 set is pre-installed on DKC610I-5); for the ST9990V integrated disk controller and array frame unit (DKC610I). RoHS-5 compliant

Qty	Product Number	Description
1	TV9DKC-F610I-CX	Sun StorageTek(TM) 9990V Cache Data Path Expansion Kit; 2 * printed circuit boards(PCBs) for installing cache memory; Up to 4 sets of this option can be installed in one subsystem; Maximum of 64GB (C8Gx8 set) cache memory can be installed in one option; for the ST9990V integrated disk controller and array frame unit (DKC610I). RoHS-5 compliant
4	TV9DKC-F610I-DKA	Sun StorageTek(TM) 9990V Back End Director; consists of 2 * disk adapter printed circuit boards (1 disk adapter pair - 2 PCBs), that control 4 * 4Gbps fibre channel ports per PCB, using 4 * 400 MHz Microprocessors per PCB; Up to 8 sets of DKAs can be installed in a subsystem and they can control up to 1,152 HDDs; for the ST9990V integrated disk controller and array frame unit (DKC610I); (Note: a maximum of eight of this feature can be installed per DKC). RoHS-5 compliant.
1	TV9DKC-F610I-R1DC	Sun StorageTek(TM) 9990V Device Interface Cable Kit; 1 * cable unit assembly; required when connecting the DKU-R0 (ST9990V Back End Director) within the ST9990V integrated disk controller and array frame unit (DKC610I) to the ST9990V disk array frame unit (DKU505I) in the R1 position; (connects DKU-R0 to DKU-R1). This option is required when installing DKU-R1. RoHS-5 compliant
1	TV9DKC-F610I-R1UC	Sun StorEdge(TM) 9990V Device Interface Cable Kit; 1 * cable unit assembly; required when connecting the 3rd/4th ST9990V Back End Director (DKA) pair and DKU-R1 in case of the 4 DKA pairs model within the ST9990V integrated disk controller and array frame unit (DKC610I) to the ST9990V disk array frame unit (DKU610I) in the R1 position; (connects DKC to DKU-R1). In case of the 4DKA pair model, DKC-F610I-R1DC is necessary in addition to this option. RoHS-5 compliant
5	TV9DKC-F610I-S4GQ	Sun StorageTek(TM) 9990V Additional 4GB Shared Memory Module; consists of 4 DIMM boards on which 1Gbit DRAM is mounted. Required number of the shared memories is determined based on the cache capacity of the subsystem, disk capacity, the number of LDEVs, and program products to be installed. When 1 DKC-F610I-SX is installed: Maximum of 4 sets (Capacity of 16GB); When 2 DKC-F610I-SX are installed: Maximum of 8 sets (Capacity of 32GB); (for the ST9990V) RoHS-5 compliant
2	TV9DKC-F610I-SX	Sun StorageTek(TM) 9990V Shared Memory Adapter; 2 * printed circuit boards(PCBs) for mounting shared memory; Up to 2 sets of this option can be installed per a subsystem. Maximum of 16GB (S4GQ x 4 set) of Shared Memory can be installable with a set of this option; for the ST9990V integrated disk controller and array frame unit (DKC610I). RoHS-5 compliant
1	TV9DKC610I-5	Sun StorageTek (TM) 9990V Integrated Disk Controller and Disk Array Frame Unit with doors, factory-configured, supports RAID1/5/6 configurations, contains up to 128 hard disk drives; Frame dimensions: Height:1860mm, Width:782mm, Depth:925mm, 4 * 3.3V/12V redundant power supplies, 20 * redundant fans, 1 * service processor (SVP), 1 * 14ft LAN Cable, 1 * 12ft phone cable, microcode kit, HiTrack, modem card; installation included. RoHS-5 compliant
164	W9D-T12-1DSK-3P	Sun StorageTek 9990V System Disk Drive Upgrade to 3 Years of Platinum Support.
1	W9D-T12-990V-3P	Sun StorageTek 9990V System Upgrade to 3 Years of Platinum Support.
2	TV9DKC-F605I-0R7H1	Sun StorageTek(TM) 9990V 750GB 7200 RPM HDD (Low Cost Fibre Channel Drives (sometimes referred to as SATA II)) contained in a canister as a spare. When installing the option as the spare disk, it is recommended to install one set of TV9DKC-F605I-0R7H1 per 16 HDDs. RoHS-5 compliant.

Qty	Product Number	Description
2	TV9DKC-F605I-146K1	Sun StorageTek(TM) 9990V 146GB Spare Hard Disk Drive (HDD); 1 * hard disk drive, 146GB, 15000RPM, FC; contained in a canister for installation as a spare drive in an ST9990V integrated disk controller and array frame unit (DKC610I) and/or disk array frame unit (DKU610I); (for the ST9900V). RoHS-5 compliant
2	TV9DKC-F605I-300K1	Sun StorageTek(TM) 9990V 300GB Spare Hard Disk Drive (HDD); 1 * hard disk drive, 300GB, 15000RPM, FC; contained in a canister for installation as a spare drive in an ST9990V integrated disk controller and array frame unit (DKC610I) and/or disk array frame unit (DKU610I); (for the ST9990V). RoHS-5 compliant
2	TV9DKC-F605I-72K1	Sun StorageTek(TM) 9990V 73GB Spare Hard Disk Drive (HDD); 1 * hard disk drive, 73GB, 15000RPM, FC; contained in a canister for installation as a spare drive in an ST9990V integrated disk controller and array frame unit (DKC610I) and/or disk array frame unit (DKU610I); (for the ST9900V). RoHS-5 compliant
1	TV9044-220001-01	Sun StorageTek(TM) 9900 Basic Operating System (BOS) includes HdvM, Resource Mgr, Server Priority Mgr and Virtual Partitioning Mgr 4 partitions, Media kit, no license, product documentation on CDROM; included with first license purchased for each disk controller frame; (For ST9990V)
1	TV9044-220001-03	Sun StorageTek(TM) 9900 Basic Operating System (BOS) includes HdvM, Resource Mgr, Server Priority Mgr and Virtual Partitioning Mgr 4 partitions, Base License; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V)
51	TV9044-220001-03E	Sun StorageTek(TM) 9900 Basic Operating System (BOS) includes HdvM, Resource Mgr, Server Priority Mgr and Virtual Partitioning Mgr 4 partitions, 51-100TB License Tier, license key on CDROM, license certificate on paper; pricing based on Internal Raw capacity for each 1TB increment up to a total of 100TB per disk controller frame; All TB Qty ordered within destination band. (For ST9990V)
1	TV9044-220002-01	Sun StorageTek(TM) 9900 Disaster Recovery Bundle(Suite) includes TC Sync, Universal Replicator 2DC and RAID Manager, Media kit, no license, product documentation on CDROM; included with first license purchased for each disk controller frame; (For ST9990V)
1	TV9044-220002-03	Sun StorageTek(TM) 9900 Disaster Recovery Bundle(Suite) includes TC Sync, Universal Replicator 2DC and RAID Manager, Base License; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V)
13	TV9044-220002-03C	Sun StorageTek(TM) 9900 Disaster Recovery Bundle(Suite) includes TC Sync, Universal Replicator 2DC and RAID Manager, 11-25TB License Band, license key on CDROM, license certificate on paper; pricing based on usable capacity for each 1TB increment up to a total of 25TB per disk controller frame (Primary and secondary volumes on a system); All TB Qty ordered within destination band. (For ST9990V)
1	TV9044-220004-01	Sun StorageTek(TM) 9900 In-System Replication Bundle(Suite) includes ShadowImage and Copy-on-Write, Media Kit, no license, product documentation on CDROM; included with first license purchased for each disk controller frame; (For ST9990V)

Qty	Product Number	Description
1	TV9044-220004-03	Sun StorageTek(TM) 9900 In-System Replication Bundle(Suite) includes ShadowImage and Copy-on-Write, Base license, license key on CDROM, license certificate on paper; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V)
22	TV9044-220004-03C	Sun StorageTek(TM) 9900 In-System Replication Bundle(Suite) includes ShadowImage and Copy-on-Write, 11-25TB License Band , license key on CDROM, license certificate on paper; pricing based on usable capacity for each 1TB increment up to a total of 25TB per disk controller frame; All TB Qty ordered within destination band.(For ST9990V)
1	TV9044-220016-01	Sun StorageTek(TM) 9900 Dynamic Provisioning media kit, no license, product documentation on CDROM; included with first license purchased for each disk controller frame; (For ST9990V)
1	TV9044-220016-03	Sun StorageTek(TM) 9900 Dynamic Provisioning Base license, license key on CDROM, license certificate on paper; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V)
1	TV9044-220016-03A	Sun StorageTek(TM) 9900 Dynamic Provisioning first 10TB License Band at no charge. Includes license key on CDROM, license certificate on paper; pricing and License capacity based on total usable capacity of volumes in the HDP pool first 10TB increment per disk controller frame; included with first license purchased for each disk controller frame.
1	TV9044-220025-03	Sun StorageTek(TM) 9900 HiCommand Tuning Manager 5.7, Base license, license key on CDROM, license certificate on paper; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V)
51	TV9044-220025-03E	Sun StorageTek(TM) 9900 HiCommand Tuning Manager 5.7, 51-100TB License Tier, license key on CDROM, license certificate on paper; pricing based on internal raw capacity for each 1TB increment up to a total of 100TB per disk controller frame; All TB Qty ordered within destination band. (For ST9990V)
1	TV9044-220033-01	Sun StorageTek(TM) 9900 HiCommand Tuning Manager v5.8 Media kit. No license. Product documentation on CDROM. Included with first license purchased for each disk controller frame.
1	TV9-220001-03-3PR	Sun StorageTek(TM) 9900 Basic Operating System (BOS) includes HdVM, Resource Mgr, Server Priority Mgr and Virtual Partitioning Mgr 4 partitions, Base License; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V). 3 Year Premium Support
51	TV9-220001-03E-3PR	Sun StorageTek(TM) 9900 Basic Operating System (BOS) includes HdVM, Resource Mgr, Server Priority Mgr and Virtual Partitioning Mgr 4 partitions, 51-100TB License Tier, license key on CDROM, license certificate on paper; pricing based on Internal Raw capacity for each 1TB increment up to a total of 100TB per disk controller frame; All TB Qty ordered within destination band. (For ST9990V) 3 Year Premium Support
1	TV9-220001-3MED	Sun StorageTek(TM) 9900 Basic Operating System (BOS) includes HdVM, Resource Mgr, Server Priority Mgr and Virtual Partitioning Mgr 4 partitions, Media kit, no license, product documentation on CDROM; included with first license purchased for each disk controller frame; (For ST9990V) 3 Year Additional Media

Qty	Product Number	Description
1	TV9-220002-03-3PR	Sun StorageTek(TM) 9900 Disaster Recovery Bundle(Suite) includes TC Sync, Universal Replicator 2DC and RAID Manager, Base License; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V) 3 Year Premium Support
13	TV9-220002-03C-3PR	Sun StorageTek(TM) 9900 Disaster Recovery Bundle(Suite) includes TC Sync, Universal Replicator 2DC and RAID Manager, 11-25TB License Band , license key on CDROM, license certificate on paper; pricing based on usable capacity for each 1TB increment up to a total of 25TB per disk controller frame(Primary and secondary volumes on a system); All TB Qty ordered within destination band.(For ST9990V) 3 Year Premium Support
1	TV9-220002-3MED	Sun StorageTek(TM) 9900 Disaster Recovery Bundle(Suite) includes TC Sync, Universal Replicator 2DC and RAID Manager, Media kit, no license, product documentation on CDROM; included with first license purchased for each disk controller frame; (For ST9990V) 3 Year Additional Media
1	TV9-220004-03-3PR	Sun StorageTek(TM) 9900 In-System Replication Bundle(Suite) includes ShadowImage and Copy-on-Write, Base license, license key on CDROM, license certificate on paper; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V) 3 Year Premium Support
22	TV9-220004-03C-3PR	Sun StorageTek(TM) 9900 In-System Replication Bundle(Suite) includes ShadowImage and Copy-on-Write, 11-25TB License Band , license key on CDROM, license certificate on paper; pricing based on usable capacity for each 1TB increment up to a total of 25TB per disk controller frame; All TB Qty ordered within destination band.(For ST9990V) 3 Year Premium Support
1	TV9-220004-3MED	Sun StorageTek(TM) 9900 In-System Replication Bundle(Suite) includes ShadowImage and Copy-on-Write, Media Kit, no license, product documentation on CDROM; included with first license purchased for each disk controller frame; (For ST9990V) 3 Year Additional Media
1	TV9-220016-03-3PR	Sun StorageTek(TM) 9900 Dynamic Provisioning Base license, license key on CDROM, license certificate on paper; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V) 3 Year Premium Support
1	TV9-220016-03A-3PR	Sun StorageTek(TM) 9900 Dynamic Provisioning first 10TB License Band, license key on CDROM, license certificate on paper; pricing and License capacity based on total usable capacity of volumes in the HDP pool first 10TB increment per disk controller frame; included with first license purchased for each disk controller frame (For ST9990V) 3 Year Premium Support
1	TV9-220016-3MED	Sun StorageTek(TM) 9900 Dynamic Provisioning media kit, no license, product documentation on CDROM; included with first license purchased for each disk controller frame; (For ST9990V) 3 Year Additional Media
1	TV9-220025-03-3PR	Sun StorageTek(TM) 9900 HiCommand Tuning Manager 5.7, Base license, license key on CDROM, license certificate on paper; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V) 3 Year Premium Support

Qty	Product Number	Description
51	TV9-220025-03E-3PR	Sun StorageTek(TM) 9900 HiCommand Tuning Manager 5.7, 51-100TB License Tier, license key on CDROM, license certificate on paper; pricing based on internal raw capacity for each 1TB increment up to a total of 100TB per disk controller frame; All TB Qty ordered within destination band. (For ST9990V) 3 Year Premium Support
1	TV9-220033-3MED	Sun StorageTek(TM) 9900 HiCommand Tuning Manager v5.8 Media kit. No license. Product documentation on CDROM. Included with first license purchased for each disk controller frame. 3 Year Additional Media
1	TJ9044-210812-01	Sun StorageTek(TM) 9900 Dynamic Link Manager 5.9 Enterprise Edition for Windows Base Kit, no license, media kit and documentation on CDROM; for Windows NT SP6a and Windows 2000 SP2 & SP3 & SP4 and Windows 2003; included with first license purchased for each disk controller frame; (For Sun StorageTek 9990, 9985, 9980, 9970, 9960 and 9910)
1	TV9044-210866-01	Sun StorageTek(TM) 9900 Dynamic Link Manager 5.9 Enterprise Edition Base Kit, no license, media kit and documentation on CDROM; for Solaris 2.6 & 7 & 8 & 9; included with first license purchased for each disk controller frame; (For ST9990V, ST9990, ST9985, ST9980, ST9970, ST9960 and ST9910)
1	TJ9044-210884-01	Sun StorageTek(TM) 9900 HiCommand Global Link Availability Manager 5.7 Base Kit, no license, media kit and documentation on CDROM; included with first license purchased for each disk controller frame; (For Sun StorageTek 9990V, 9990, 9985, 9980, 9970, 9960 and 9910)
2	TJ9044-210890-03A	Sun StorageTek(TM) 9900 Dynamic Link Manager Advanced 5.8+ Enterprise Edition for Windows, 1-20 server license tier, license key on CDROM, license certificate on paper; for Windows NT SP6a and Windows 2000 SP2 & SP3 & SP4 and Windows 2003; pricing per individual server up to a total of 20 servers; (For Sun StorageTek 9990V, 9990, 9985, 9980, 9970, 9960 and 9910)
11	TJ9044-210891-03A	Sun StorageTek(TM) 9900 Dynamic Link Manager Advanced 5.8+ Enterprise Edition, 1-20 server license tier, license key on CDROM, license certificate on paper; for Solaris 2.6 & 7 & 8 & 9; pricing per individual server up to a total of 20 servers; (For Sun StorageTek 9990V, 9990, 9985, 9980, 9970, 9960 and 9910)
1	TJ9-210812-3MED	Sun StorageTek(TM) 9900 Dynamic Link Manager 5.9 Enterprise Edition for Windows Base Kit, no license, media kit and documentation on CDROM; for Windows NT SP6a and Windows 2000 SP2 & SP3 & SP4 and Windows 2003; included with first license purchased for each disk controller frame; (For Sun StorageTek 9990, 9985, 9980, 9970, 9960 and 9910) 3 Year Additional Media
1	TJ9-210884-3MED	Sun StorageTek(TM) 9900 HiCommand Global Link Availability Manager 5.7 Base Kit, no license, media kit and documentation on CDROM; included with first license purchased for each disk controller frame; (For Sun StorageTek 9990V, 9990, 9985, 9980, 9970, 9960 and 9910) 3 Year Additional Media
2	TJ9-210890-03A-3PR	Sun StorageTek(TM) 9900 Dynamic Link Manager Advanced 5.8+ Enterprise Edition for Windows, 1-20 server license tier, license key on CDROM, license certificate on paper; for Windows NT SP6a and Windows 2000 SP2 & SP3 & SP4 and Windows 2003; pricing per individual server up to a total of 20 servers; (For Sun StorageTek 9990V, 9990, 9985, 9980, 9970, 9960 and 9910) 3 Year Premium Support

Qty	Product Number	Description
11	TJ9-210891-03A-3PR	Sun StorageTek(TM) 9900 Dynamic Link Manager Advanced 5.8+ Enterprise Edition, 1-20 server license tier, license key on CDROM, license certificate on paper; for Solaris 2.6 & 7 & 8 & 9; pricing per individual server up to a total of 20 servers; (For Sun StorageTek 9990V, 9990, 9985, 9980, 9970, 9960 and 9910) 3 Year Premium Support
1	TV9-210866-3MED	Sun StorageTek(TM) 9900 Dynamic Link Manager 5.9 Enterprise Edition Base Kit, no license, media kit and documentation on CDROM; for Solaris 2.6 & 7 & 8 & 9; included with first license purchased for each disk controller frame; (For ST9990V, ST9990, ST9985, ST9980, ST9970, ST9960 and ST9910) 3 Year Additional Media

TECHNICAL SPECIFICATIONS
SUN StorageTek 9990V Data Storage Units

The SUN StorageTek 9990V Data Storage Unit for delivery to:

Tacoma Public Utilities

3628 South 35th Street

Tacoma, WA 98409

shall meet these specifications:

Qty	Product Number	Description
16	TV9DKC-F605I-0R7HS	Sun StorageTek(TM) 9990V 750G HDD Canister consists of one 750GB 7200 RPM HDD (Low Cost Fibre Channel Drives (sometimes referred to as SATA II) for ST9990V Disk Chassis (TV9DKC-F615I-B2). It is required to install as many sets of TV9DKC-F615I-0R7HS as HDDs required for the RAID configuration to be adopted.
164	TV9DKC-F605I-146KS	Sun StorageTek(TM) 9990V 146GB Hard Disk Drive (HDD); 1 * hard disk drive, 146GB, 15000RPM, FC; contained in a canister for installation in an ST9990V integrated disk controller and array frame unit (DKC610I) and/or disk array frame unit (DKU610I); (for the ST9900V). RoHS-5 compliant
2	TV9DKC-F605I-18	Sun StorageTek(TM) 9990V Disk Array Frame Unit with doors; factory-configured; contains 8 hard disk unit boxes (each box accommodates 32 hard disk drives), installed as the standard and capable of containing a maximum of 256 hard disk drives; conforms to both 3-phase AC power and single-phase AC power specifications; Dimensions of frame: Height: 1860, Width: 650mm and Depth: 925mm; (AC power supply and AC power cable not included). RoHS-5 compliant
16	TV9DKC-F605I-72KS	Sun StorageTek(TM) 9990V 73GB Hard Disk Drive (HDD); 1 * hard disk drive, 73GB, 15000RPM, FC; contained in a canister for installation in an ST9990V integrated disk controller and array frame unit (DKC610I) and/or disk array frame unit (DKU610I); (for the ST9900V). RoHS-5 compliant
2	TV9DKC-F605I-AKT	Sun StorageTek(TM) 9990V DKU Expansion Kit; consists of FSW/SVR/DKU PS; option is required when installing upper hard disk unit-BOX (connecting 3rd/4th DKA and 7th/8th DKA) on HDD. 1 set of this option can be installed on the DKU frame; (for the ST9990V). RoHS-5 compliant
2	TV9DKC-F605I-EXC	Sun StorageTek(TM) 9990V Device Interface Cable Kit; 1 * cable unit assembly; required when connecting DKU-R1 and DKU-R2 or DKU-L1 and DKU-L2. One set of this option is required for the upper hard disk unit-BOX and the lower hard disk unit-BOX each; (for the ST9990V).RoHS-5 compliant
2	TV9DKC-F610I-16FS	Sun StorageTek(TM) 9990V Fibre Channel 16-Port Front End Director for Short Wave 1-4Gbps; 2 *channel adapter PCBs each w/ 8 FC ports;All 16 FC ports come w/ Fibre SFPs for Shortwave;may be replaced w/ DKC-F610I-1FL for longwave; short /longwave SFPs may be installed on the same channel adapter; 8sets(128 ports)can be installed in CHA slots ;max of 8sets can be installed in DKA slots, making 16 sets(256 ports) installed; for ST9990V controller &array frame unit.RoHS-5 compliant
3	TV9DKC-F610I-1PS	Sun StorageTek(TM) 9990V AC Power Supply Box Kit; for single phase/200V 50 Amp installations; 2 * 50A power facilities per DKC or DKU frame are required; (1 required per SUN StorageTek(TM) 9990V integrated disk controller and 1 per the array frame unit (DKC610I) and/or disk array frame unit (DKU610I) when units are connected to single phase input).RoHS-5 compliant
3	TV9DKC-F610I-1UC	Sun StorageTek(TM) 9990V Power Cable Kit; for single Phase 50 Amp AC 200V/60Hz installations; 1 * power cable unit; (required when a three phase ST9990V integrated disk controller and array frame unit (DKC610I) and/or disk array frame unit (DKU610I) are shipped to the USA; one kit per unit). RoHS-5 compliant

Qty	Product Number	Description
1	TV9DKC-F610I-AB	Sun StorageTek(TM) 9990V Additional Battery; 12V battery for DKC; 2 * battery boxes, 2* battery control printed circuit boards. Add 1 set when the following occurs: * Cache Memory Capacity is 56GB or more * Shared Memory Capacity is 14GB or more * When the 1st set of DKC-F610I-APC is installed. Add 2nd set when the following occurs: * CM Capacity is 72GB or more * When the 2nd set of the DKC-F610I-APC is installed. Add 3rd set when the following occurs: * CM Capacity is 104GB or more. RoHS-5 compliant
5	TV9DKC-F610I-ABX	Sun StorageTek(TM) 9990V Additional Battery; 56V battery for DKC; 2 * battery boxes, 2* battery control printed circuit boards. This option is required when one of following occurs: * Maximum of 1 set is installable in the DKC Frame when De-stage mode is selected * Cache Memory Capacity is 136GB; Maximum of 2 set is installable in the DKU Frame when de-stage mode selected: Install 1 set when without DKC-F605I-AKT or Install 2 sets of this option if DKC-F605I-AKT is installed. RoHS-5 compliant
1	TV9DKC-F610I-APC	Sun StorageTek(TM) 9990V Additional Power Supply; extended 12V AC-DC power supply for DKC. Maximum of 2 options can be installed on DKC frame; (Required to Add 1 set when one of the following: * Install 5 to 10 sets of DKA+CHA options * Install 2 sets of DKC-F610I-CX * Install 2 sets of DKC-F610I-SX)(Required to Add 2 sets when one of the following: * Install 11 or more sets of DKA+CHA options * Install 3 to 4 sets of DKC-F610I-CX): (For ST9990V) RoHS-5 compliant
7	TV9DKC-F610I-C8G	Sun StorageTek(TM) 9990 Additional 8GB Cache Memory Module; consists of 4 DIMM boards on which 1Gbit DRAM is mounted. Max number of installable options is: * 16 sets (Cache capacity: 128GB) when the DKC-F510I-CX1GR is not installed, or * 32 sets (Cache capacity: 256GB) when the DKC-F510I-CX1GR is installed. Required number of the options is determined based on the disk capacity of the subsystem. (ST9990) RoHS Compliant.
1	TV9DKC-F610I-CSW	Sun StorageTek(TM) 9990V Data Path Expansion Kit; 2 * printed circuit boards for data path expansion; A maximum of three sets of this option can be installed based on the installation position of CHA/DKA (1 set is pre-installed on DKC610I-5); for the ST9990V integrated disk controller and array frame unit (DKC610I). RoHS-5 compliant
1	TV9DKC-F610I-CX	Sun StorageTek(TM) 9990V Cache Data Path Expansion Kit; 2 * printed circuit boards(PCBs) for installing cache memory; Up to 4 sets of this option can be installed in one subsystem; Maximum of 64GB (C8Gx8 set) cache memory can be installed in one option; for the ST9990V integrated disk controller and array frame unit (DKC610I). RoHS-5 compliant
4	TV9DKC-F610I-DKA	Sun StorageTek(TM) 9990V Back End Director; consists of 2 * disk adapter printed circuit boards (1 disk adapter pair - 2 PCBs), that control 4 * 4Gbps fibre channel ports per PCB, using 4 * 400 MHz Microprocessors per PCB; Up to 8 sets of DKAs can be installed in a subsystem and they can control up to 1,152 HDDs; for the ST9990V integrated disk controller and array frame unit (DKC610I); (Note: a maximum of eight of this feature can be installed per DKC). RoHS-5 compliant.
1	TV9DKC-F610I-R1DC	Sun StorageTek(TM) 9990V Device Interface Cable Kit; 1 * cable unit assembly; required when connecting the DKU-R0 (ST9990V Back End Director) within the ST9990V integrated disk controller and array frame unit (DKC610I) to the ST9990V disk array frame unit (DKU505I) in the R1 position; (connects DKU-R0 to DKU-R1). This option is required when installing DKU-R1. RoHS-5 compliant
1	TV9DKC-F610I-R1UC	Sun StorEdge(TM) 9990V Device Interface Cable Kit; 1 * cable unit assembly; required when connecting the 3rd/4th ST9990V Back End Director (DKA) pair and DKU-R1 in case of the 4 DKA pairs model within the ST9990V integrated disk controller and array frame unit (DKC610I) to the ST9990V disk array frame unit (DKU610I) in the R1 position; (connects DKC to DKU-R1). In case of the 4DKA pair model, DKC-F610I-R1DC is necessary in addition to this option. RoHS-5 compliant

Qty	Product Number	Description
5	TV9DKC-F610I-S4GQ	Sun StorageTek(TM) 9990V Additional 4GB Shared Memory Module; consists of 4 DIMM boards on which 1Gbit DRAM is mounted. Required number of the shared memories is determined based on the cache capacity of the subsystem, disk capacity, the number of LDEVs, and program products to be installed. When 1 DKC-F610I-SX is installed: Maximum of 4 sets (Capacity of 16GB); When 2 DKC-F610I-SX are installed: Maximum of 8 sets (Capacity of 32GB); (for the ST9990V) RoHS-5 compliant
2	TV9DKC-F610I-SX	Sun StorageTek(TM) 9990V Shared Memory Adapter; 2 * printed circuit boards(PCBs) for mounting shared memory; Up to 2 sets of this option can be installed per a subsystem. Maximum of 16GB (S4GQ x 4 set) of Shared Memory can be installable with a set of this option; for the ST9990V integrated disk controller and array frame unit (DKC610I). RoHS-5 compliant
1	TV9DKC610I-5	Sun StorageTek (TM) 9990V Integrated Disk Controller and Disk Array Frame Unit with doors, factory-configured, supports RAID1/5/6 configurations, contains up to 128 hard disk drives; Frame dimensions: Height:1860mm, Width:782mm, Depth:925mm, 4 * 3.3V/12V redundant power supplies, 20 * redundant fans, 1 * service processor (SVP), 1 * 14ft LAN Cable, 1 * 12ft phone cable, microcode kit, HiTrack, modem card; installation included. RoHS-5 compliant
202	W9D-T12-1DSK-3P	Sun StorageTek 9990V System Disk Drive Upgrade to 3 Years of Platinum Support.
1	W9D-T12-990V-3P	Sun StorageTek 9990V System Upgrade to 3 Years of Platinum Support.
2	TV9DKC-F605I-0R7H1	Sun StorageTek(TM) 9990V 750GB 7200 RPM HDD (Low Cost Fibre Channel Drives (sometimes referred to as SATA II)) contained in a canister as a spare. When installing the option as the spare disk, it is recommended to install one set of TV9DKC-F605I-0R7H1 per 16 HDDs. RoHS-5 compliant.
2	TV9DKC-F605I-146K1	Sun StorageTek(TM) 9990V 146GB Spare Hard Disk Drive (HDD); 1 * hard disk drive, 146GB, 15000RPM, FC; contained in a canister for installation as a spare drive in an ST9990V integrated disk controller and array frame unit (DKC610I) and/or disk array frame unit (DKU610I); (for the ST9900V). RoHS-5 compliant
2	TV9DKC-F605I-72K1	Sun StorageTek(TM) 9990V 73GB Spare Hard Disk Drive (HDD); 1 * hard disk drive, 73GB, 15000RPM, FC; contained in a canister for installation as a spare drive in an ST9990V integrated disk controller and array frame unit (DKC610I) and/or disk array frame unit (DKU610I); (for the ST9900V). RoHS-5 compliant
1	TV9044-220001-01	Sun StorageTek(TM) 9900 Basic Operating System (BOS) includes HdvM, Resource Mgr, Server Priority Mgr and Virtual Partitioning Mgr 4 partitions, Media kit, no license, product documentation on CDROM; included with first license purchased for each disk controller frame; (For ST9990V)
1	TV9044-220001-03	Sun StorageTek(TM) 9900 Basic Operating System (BOS) includes HdvM, Resource Mgr, Server Priority Mgr and Virtual Partitioning Mgr 4 partitions, Base License; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V)
37	TV9044-220001-03D	Sun StorageTek(TM) 9900 Basic Operating System (BOS) includes HdvM, Resource Mgr, Server Priority Mgr and Virtual Partitioning Mgr 4 partitions, 26-50TB License Tier, license key on CDROM, license certificate on paper; pricing based on Internal Raw capacity for each 1TB increment up to a total of 50TB per disk controller frame; All TB Qty ordered within destination band.(For ST9990V)
1	TV9044-220002-01	Sun StorageTek(TM) 9900 Disaster Recovery Bundle(Suite) includes TC Sync, Universal Replicator 2DC and RAID Manager, Media kit, no license, product documentation on CDROM; included with first license purchased for each disk controller frame; (For ST9990V)

Qty	Product Number	Description
1	TV9044-220002-03	Sun StorageTek(TM) 9900 Disaster Recovery Bundle(Suite) includes TC Sync, Universal Replicator 2DC and RAID Manager, Base License; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V)
13	TV9044-220002-03C	Sun StorageTek(TM) 9900 Disaster Recovery Bundle(Suite) includes TC Sync, Universal Replicator 2DC and RAID Manager, 11-25TB License Band , license key on CDROM, license certificate on paper; pricing based on usable capacity for each 1TB increment up to a total of 25TB per disk controller frame(Primary and secondary volumes on a system); All TB Qty ordered within destination band.(For ST9990V)
1	TV9044-220004-01	Sun StorageTek(TM) 9900 In-System Replication Bundle(Suite) includes ShadowImage and Copy-on-Write, Media Kit, no license, product documentation on CDROM; included with first license purchased for each disk controller frame; (For ST9990V)
1	TV9044-220004-03	Sun StorageTek(TM) 9900 In-System Replication Bundle(Suite) includes ShadowImage and Copy-on-Write, Base license, license key on CDROM, license certificate on paper; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V)
9	TV9044-220004-03B	Sun StorageTek(TM) 9900 In-System Replication Bundle(Suite) includes ShadowImage and Copy-on-Write, 6-10TB License Band, license key on CDROM, license certificate on paper; pricing based on usable capacity for each 1TB increment up to a total of 10TB per disk controller frame; All TB Qty ordered within destination band. (For ST9990V)
1	TV9044-220016-01	Sun StorageTek(TM) 9900 Dynamic Provisioning media kit, no license, product documentation on CDROM; included with first license purchased for each disk controller frame; (For ST9990V)
1	TV9044-220016-03	Sun StorageTek(TM) 9900 Dynamic Provisioning Base license, license key on CDROM, license certificate on paper; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V)
1	TV9044-220016-03A	Sun StorageTek(TM) 9900 Dynamic Provisioning first 10TB License Band at no charge. Includes license key on CDROM, license certificate on paper; pricing and License capacity based on total usable capacity of volumes in the HDP pool first 10TB increment per disk controller frame; included with first license purchased for each disk controller frame.
1	TV9044-220025-03	Sun StorageTek(TM) 9900 HiCommand Tuning Manager 5.7, Base license, license key on CDROM, license certificate on paper; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V)
37	TV9044-220025-03D	Sun StorageTek(TM) 9900 HiCommand Tuning Manager 5.7, 26-50TB License Tier, license key on CDROM, license certificate on paper; pricing based on internal raw capacity for each 1TB increment up to a total of 50TB per disk controller frame; All TB Qty ordered within destination band.(For ST9990V)
1	TV9044-220033-01	Sun StorageTek(TM) 9900 HiCommand Tuning Manager v5.8 Media kit. No license. Product documentation on CDROM. Included with first license purchased for each disk controller frame.
1	TV9-220001-03-3PR	Sun StorageTek(TM) 9900 Basic Operating System (BOS) includes HdvM, Resource Mgr, Server Priority Mgr and Virtual Partitioning Mgr 4 partitions, Base License; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V). 3 Year Premium Support

Qty	Product Number	Description
37	TV9-220001-03D-3PR	Sun StorageTek(TM) 9900 Basic Operating System (BOS) includes HdvM, Resource Mgr, Server Priority Mgr and Virtual Partitioning Mgr 4 partitions, 26-50TB License Tier, license key on CDROM, license certificate on paper; pricing based on Internal Raw capacity for each 1TB increment up to a total of 50TB per disk controller frame; All TB Qty ordered within destination band.(For ST9990V) 3 Year Premium Support
1	TV9-220001-3MED	Sun StorageTek(TM) 9900 Basic Operating System (BOS) includes HdvM, Resource Mgr, Server Priority Mgr and Virtual Partitioning Mgr 4 partitions, Media kit, no license, product documentation on CDROM; included with first license purchased for each disk controller frame; (For ST9990V) 3 Year Additional Media
1	TV9-220002-03-3PR	Sun StorageTek(TM) 9900 Disaster Recovery Bundle(Suite) includes TC Sync, Universal Replicator 2DC and RAID Manager, Base License; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V) 3 Year Premium Support
13	TV9-220002-03C-3PR	Sun StorageTek(TM) 9900 Disaster Recovery Bundle(Suite) includes TC Sync, Universal Replicator 2DC and RAID Manager, 11-25TB License Band , license key on CDROM, license certificate on paper; pricing based on usable capacity for each 1TB increment up to a total of 25TB per disk controller frame(Primary and secondary volumes on a system); All TB Qty ordered within destination band.(For ST9990V) 3 Year Premium Support
1	TV9-220002-3MED	Sun StorageTek(TM) 9900 Disaster Recovery Bundle(Suite) includes TC Sync, Universal Replicator 2DC and RAID Manager, Media kit, no license, product documentation on CDROM; included with first license purchased for each disk controller frame; (For ST9990V) 3 Year Additional Media
1	TV9-220004-03-3PR	Sun StorageTek(TM) 9900 In-System Replication Bundle(Suite) includes ShadowImage and Copy-on-Write, Base license, license key on CDROM, license certificate on paper; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V) 3 Year Premium Support
9	TV9-220004-03B-3PR	Sun StorageTek(TM) 9900 In-System Replication Bundle(Suite) includes ShadowImage and Copy-on-Write, 6-10TB License Band, license key on CDROM, license certificate on paper; pricing based on usable capacity for each 1TB increment up to a total of 10TB per disk controller frame; All TB Qty ordered within destination band. (For ST9990V) 3 Year Premium Support
1	TV9-220004-3MED	Sun StorageTek(TM) 9900 In-System Replication Bundle(Suite) includes ShadowImage and Copy-on-Write, Media Kit, no license, product documentation on CDROM; included with first license purchased for each disk controller frame; (For ST9990V) 3 Year Additional Media
1	TV9-220016-03-3PR	Sun StorageTek(TM) 9900 Dynamic Provisioning Base license, license key on CDROM, license certificate on paper; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V) 3 Year Premium Support
1	TV9-220016-03A-3PR	Sun StorageTek(TM) 9900 Dynamic Provisioning first 10TB License Band, license key on CDROM, license certificate on paper; pricing and License capacity based on total usable capacity of volumes in the HDP pool first 10TB increment per disk controller frame; included with first license purchased for each disk controller frame (For ST9990V) 3 Year Premium Support
1	TV9-220016-3MED	Sun StorageTek(TM) 9900 Dynamic Provisioning media kit, no license, product documentation on CDROM; included with first license purchased for each disk controller frame; (For ST9990V) 3 Year Additional Media
1	TV9-220025-03-3PR	Sun StorageTek(TM) 9900 HiCommand Tuning Manager 5.7, Base license, license key on CDROM, license certificate on paper; one per disk controller frame; capacity independent license; included with first license purchased for each disk controller frame; (For ST9990V) 3 Year Premium Support

Qty	Product Number	Description
37	TV9-220025-03D-3PR	Sun StorageTek(TM) 9900 HiCommand Tuning Manager 5.7, 26-50TB License Tier, license key on CDROM, license certificate on paper; pricing based on internal raw capacity for each 1TB increment up to a total of 50TB per disk controller frame; All TB Qty ordered within destination band.(For ST9990V) 3 Year Premium Support
1	TV9-220033-3MED	Sun StorageTek(TM) 9900 HiCommand Tuning Manager v5.8 Media kit. No license. Product documentation on CDROM. Included with first license purchased for each disk controller frame. 3 Year Additional Media
1	TJ9044-210812-01	Sun StorageTek(TM) 9900 Dynamic Link Manager 5.9 Enterprise Edition for Windows Base Kit, no license, media kit and documentation on CDROM; for Windows NT SP6a and Windows 2000 SP2 & SP3 & SP4 and Windows 2003; included with first license purchased for each disk controller frame; (For SUN StorageTek 9990, 9985, 9980, 9970, 9960 and 9910)
1	TV9044-210866-01	Sun StorageTek(TM) 9900 Dynamic Link Manager 5.9 Enterprise Edition Base Kit, no license, media kit and documentation on CDROM; for Solaris 2.6 & 7 & 8 & 9; included with first license purchased for each disk controller frame; (For ST9990V, ST9990, ST9985, ST9980, ST9970, ST9960 and ST9910)
1	TJ9044-210884-01	Sun StorageTek(TM) 9900 HiCommand Global Link Availability Manager 5.7 Base Kit, no license, media kit and documentation on CDROM; included with first license purchased for each disk controller frame; (For SUN StorageTek 9990V, 9990, 9985, 9980, 9970, 9960 and 9910)
2	TJ9044-210890-03A	Sun StorageTek(TM) 9900 Dynamic Link Manager Advanced 5.8+ Enterprise Edition for Windows, 1-20 server license tier, license key on CDROM, license certificate on paper; for Windows NT SP6a and Windows 2000 SP2 & SP3 & SP4 and Windows 2003; pricing per individual server up to a total of 20 servers; (For SUN StorageTek 9990V, 9990, 9985, 9980, 9970, 9960 and 9910)
11	TJ9044-210891-03A	Sun StorageTek(TM) 9900 Dynamic Link Manager Advanced 5.8+ Enterprise Edition, 1-20 server license tier, license key on CDROM, license certificate on paper; for Solaris 2.6 & 7 & 8 & 9; pricing per individual server up to a total of 20 servers; (For SUN StorageTek 9990V, 9990, 9985, 9980, 9970, 9960 and 9910)
1	TJ9-210812-3MED	Sun StorageTek(TM) 9900 Dynamic Link Manager 5.9 Enterprise Edition for Windows Base Kit, no license, media kit and documentation on CDROM; for Windows NT SP6a and Windows 2000 SP2 & SP3 & SP4 and Windows 2003; included with first license purchased for each disk controller frame; (For SUN StorageTek 9990, 9985, 9980, 9970, 9960 and 9910) 3 Year Additional Media
1	TJ9-210884-3MED	Sun StorageTek(TM) 9900 HiCommand Global Link Availability Manager 5.7 Base Kit, no license, media kit and documentation on CDROM; included with first license purchased for each disk controller frame; (For SUN StorageTek 9990V, 9990, 9985, 9980, 9970, 9960 and 9910) 3 Year Additional Media
2	TJ9-210890-03A-3PR	Sun StorageTek(TM) 9900 Dynamic Link Manager Advanced 5.8+ Enterprise Edition for Windows, 1-20 server license tier, license key on CDROM, license certificate on paper; for Windows NT SP6a and Windows 2000 SP2 & SP3 & SP4 and Windows 2003; pricing per individual server up to a total of 20 servers; (For SUN StorageTek 9990V, 9990, 9985, 9980, 9970, 9960 and 9910) 3 Year Premium Support
11	TJ9-210891-03A-3PR	Sun StorageTek(TM) 9900 Dynamic Link Manager Advanced 5.8+ Enterprise Edition, 1-20 server license tier, license key on CDROM, license certificate on paper; for Solaris 2.6 & 7 & 8 & 9; pricing per individual server up to a total of 20 servers; (For SUN StorageTek 9990V, 9990, 9985, 9980, 9970, 9960 and 9910) 3 Year Premium Support
1	TV9-210866-3MED	Sun StorageTek(TM) 9900 Dynamic Link Manager 5.9 Enterprise Edition Base Kit, no license, media kit and documentation on CDROM; for Solaris 2.6 & 7 & 8 & 9; included with first license purchased for each disk controller frame; (For ST9990V, ST9990, ST9985, ST9980, ST9970, ST9960 and ST9910) 3 Year Additional Media

THIS PAGE INTENTIONALLY LEFT BLANK

TECHNICAL SPECIFICATIONS
Four Cisco MDS 9222i Data Network Switches

The four Cisco MDS 9222i Data Network Switches shall meet these specifications:

Two of the Switches will be delivered, installed and configured at:

City of Tacoma
 Tacoma Municipal Building
 747 Market Street
 Tacoma, WA 98402

The other two Switches will be delivered, installed and configured at:

Tacoma Public Utilities
 3628 South 35th Street
 Tacoma, WA 98409

Qty	Part #	Description
4	MDS-9222i	CISCO MDS-9222i Switch
4	MDS-PBF-48SW	CISCO 4Gb 48-Port FC Module UPG
4	MDS-FMS-9200	CISCO MDS FMS License
4	MDS-PW8-US	CISCO qty 2 9216 9120 9124 9140 Power Cord US
1	M-PRESW-001	CISCO Premium Software Support
4	CWDM-SFP-1470=	CISCO CWDM 1470 NM SFP Gigabit Ethernet and 1G/2G FC
2	15216-ATT-LC-5=	CISCO Bulk Attenuator - LC Connector - 5dB
4		Cisco Smartnet 24X7X4 service, two-year term commencing on system startup date.
	Cisco Port Adapter Analyzer	
2	DS-PAA-2	CISCO MDS 9000 Port Analyzer Adapter
2	CAB-2WIRE-US	CISCO Power Cord, 125VAC 3A, C7 coupler, NEMA 1-15P plug, US
2	CON-SNTP-DSPAA	CISCO 24x7x4 Svc, MDS 9000 Port Analyzer Adapter

PROFESSIONAL SERVICES

Installation and configuration of the SUN StorageTek 9990V Data Storage Units

The following Professional Services are requested for the installation and configuration of the two (2) SUN StorageTek 9990V Data Storage Units.

Qty	Service Part #	Description
2	WW-PS-HED90L-B	9990V Implementation for large environment This service is based on a disk capacity of up to 30TB, configuration of management software component, configuration of up to 256 LUN's and up to 8 dual host connections.
1	WW-PS-PSDMOL-4	Host Based Data Migration - 4 TB base This Service will migrate 4 TB of identified customer data (Block Level) .
1	WW-PS-HEDSS-IS-L	In-System Data Replication for large environment This service includes implementation of open systems version of ShadowImage In-System Replication and Copy on Write (COW) software. Up to 20TB of data.
1	WW-PS-HEDSS-IS-M	In-System Data Replication for medium environment This service includes implementation of open systems version of ShadowImage In-System Replication and Copy on Write (COW) software. Up to 10TB of data.
1	WW-PS-HEDSS-UR-M	Universal Replicator for medium environment This service includes implementation of open systems version of Universal Replicator Software. Up to 20TB of data.
2	WW-PS-ED90VBOS-S	ST9990V Basic Operating System configuration, includes Device Mgr., Resource Mgr., Server Priority Mgr., Virtual Partition Mgr., Tuning Mgr.
1	WW-PS-TLBI	Tape Library Implementation This service configures and implements an Enterprise Tape Library or Midrange Tape Library and library management software components.
1	WW-PS-CLUSTER	Sun Cluster re-configuration and re-certification This Service replaces the 9970 with the 9990V in the SUN Cluster configuration, updates documentation, and executes the SUN Cluster Test Plan to reverify the cluster under the new storage and certify for SUN Support purposes.

Installation and configuration of the Cisco MDS 9222i Data Network Switches

Professional Services are requested for the installation and configuration of the four (4) Cisco MDS 9222i Data Network Switches. Bid proposals shall include a detailed description and cost of the service.

Prices quoted for the above-mentioned Professional services shall be all-inclusive of travel costs. All costs for travel, meals and lodging associated with the above-mentioned professional services shall be borne by the vendor.

Prior to completion of these professional services, it will be the responsibility of the successful bidder(s) to ensure the Data Storage Units and the Data Network Switches are operating per design and approved by the City of Tacoma Information Technology Department.

**TRADE-IN ALLOWANCE
OPTIONAL**

The City of Tacoma wishes to trade-in two (2) SUN StorEdge SE9970 Storage devices. Please specify a trade-in allowance for these devices configured as follows:

One SUN StorEdge SE9970 storage array located at

City of Tacoma
Tacoma Municipal Building
747 Market Street
Tacoma, WA 98402

which has a total RAW disk/storage capacity of approximately 10.2TB consisting of:

73GB disks Qty 68
146GB disks Qty 36
All Raid 5

One SUN StorEdge SE9970 storage array located at:

Tacoma Public Utilities
3628 South 35th Street
Tacoma, WA 98409

which has a total RAW disk/storage capacity of approximately 4.4TB consisting of:

73 GB disks Qty 36
146GB disks Qty 12
All Raid 5

Existing Software for the SE9970s is TruCopy and Shadow Image

Additional line item detail will be provided upon request.

The City of Tacoma warrants the devices in good working order at the time they are decommissioned. These devices are currently included in the City of Tacoma's SUN Maintenance Agreement.

Prices quoted for the Trade-in Allowance shall be all-inclusive of tasks associated with decommissioning, uninstalling, packing, and transporting of the units.

The successful bidder must provide the City of Tacoma a certificate of data destruction within 60 days of taking possession of the devices.

CITY OF TACOMA * PROPOSAL SHEET * SPECIFICATION NO. IT07-1079F

We, the undersigned, hereby agree to furnish the following F.O.B. Information Technology Department at specified locations in Tacoma, WA freight prepaid and allowed.

Bidder shall submit one original bid and two copies. If bidder wishes to submit alternate bids, copy the appropriate bid pages and submit any alternate bids in a separate envelope.

BID SUMMARY: Enter the unit price figure of each item:

ITEM NO.	QUANTITY	DESCRIPTION	PRICE Each	Extended PRICE
1	2 EA	SUN StorageTek 9990V Enterprise Storage devices	\$ _____	\$ _____
2	4 EA	Cisco MDS 9222i Data Network Switches	\$ _____	\$ _____
			<u>Hourly Rate</u>	<u>Number of hours X Hourly Rate</u>
3	1 AU	Professional services: Number of Hours not to exceed: _____ Installation and configuration of the SUN StorageTek 9990V's Data Storage devices	\$ _____	\$ _____
4	1 AU	Professional services: Number of Hours not to exceed: _____ Installation and configuration of the Cisco MDS 9222i Data Network Switches	\$ _____	\$ _____
SUBTOTAL equipment purchase plus Professional Services,				\$ _____
Sales Tax _____ % For businesses located outside Washington, the rate is 8.8%				\$ _____
5	1 EA	Optional - Trade-in Allowance: Two (2) SUN StorEdge SE9970 Storage devices	LESS	\$ _____
NET TOTAL				\$ _____

Prompt Payment Discount _____% _____ days, net 30. Payment discount periods of 20 calendar days or more will be considered in determining lowest responsible bid.

The undersigned states that he or she is authorized to submit a bid on behalf of the corporation, partnership, or sole proprietorship listed below, and further states that the corporation, partnership, or sole proprietorship is bound by the above offer.

Firm: _____

Address: _____ City/State/Zip: _____

Telephone Number: _____ Date: _____

Fax Number: _____ E-Mail: _____

Printed Signature: _____ Title: _____

Signature: _____

Tax ID Number _____

Acknowledgment of Addenda, if applicable: No. 1 _____ (initial) No. 2 _____ (initial) No. 3 _____ (initial)

CITY OF TACOMA * PROPOSAL SHEET * SPECIFICATION NO. IT07-1079F

OPTIONAL – LEASE OF EQUIPMENT

We, the undersigned, hereby agree to furnish the following F.O.B. Information Technology Department at specified locations in Tacoma, WA, freight prepaid and allowed.

Bidder shall submit one original bid and two copies. If bidder wishes to submit alternate bids, copy the appropriate bid pages and submit any alternate bids in a separate envelope.

BID SUMMARY:

ITEM NO.	QUANTITY	DESCRIPTION	Monthly Payments 4-year Lease	Monthly Payments 5-year Lease
	2 EA	Lease SUN StorageTek 9990V Data Storage Units Including: Professional services: Installation and configuration of the SUN StorageTek 9990V's Data Storage devices Number of Hours not to exceed: _____ Optional - Trade-in Allowance: Two (2) SUN StorEdge SE9970 Storage devices	\$_____	\$_____
	4 EA	Lease Cisco MDS 9222i Data Network Switches Including Professional services: Installation and configuration of the Cisco MDS 9222i Data Network Switches Number of Hours not to exceed: _____	\$_____	\$_____
		Include 1. lease terms and conditions on separate sheet 2. "specimen copy" of the Lease Agreement Contract to be negotiated.		

Prompt Payment Discount _____% _____ days, net 30. Payment discount periods of 20 calendar days or more will be considered in determining lowest responsible bid.

The undersigned states that he or she is authorized to submit a bid on behalf of the corporation, partnership, or sole proprietorship listed below, and further states that the corporation, partnership, or sole proprietorship is bound by the above offer.

Firm: _____

Address: _____ City/State/Zip: _____

Telephone Number: _____ Date: _____

Fax Number: _____ E-Mail: _____

Printed Signature: _____ Title: _____

Signature: _____

Tax ID Number _____

BIDDER'S STATEMENT OF DELIVERY, PRICE, WARRANTY AND EXCEPTIONS

This form is to be fully completed and submitted with your Bid/Proposal and will be considered in evaluating overall Bid/Proposal responsiveness. Failure to complete any or all of the below items may result in Bid/Proposal rejection based on non-responsiveness.

If exceptions to the requirements of the Specification are intended, they **MUST** be identified below. Attachment of additional statements of "Terms and Conditions" or letters purporting to modify Specification requirements shall be referenced on this Statement under the appropriate heading or they will **NOT** be considered a part of the Bid/Proposal.

Bidder's Statement of Delivery Time (State your proposed delivery time following Initial Release and all subsequent Releases during the term of the Contract)

Bidder's Statement of Price Guarantee (State duration of pricing. Prices must be guaranteed for a minimum of 60 days from Bid/Proposal opening)

ONLY FIRM PRICES WILL BE ACCEPTED

Manufacturer's/Bidder's Guarantees and/or Warranties of Material or Equipment (State whether proposed guarantees and/or warranties "equal or exceed" those specified in General Instructions to Bidders)

State Whether Exception "IS" or "IS NOT" Taken to This Specification* (See General Instructions to Bidders. A statement here that exception "IS NOT" taken will create a conclusive presumption that you accept and will comply with all Specification requirements)

***NOTE:** The City cannot legally accept a substantial deviation from the Specification. Bids/Proposals containing any substantial deviation will be rejected as non-responsive. If you state exception "IS NOT" taken to this Specification, but include statements or attach materials deviating from the standards established by the Specification, it is agreed that you will perform according to the highest standard indicated.

APPENDICES

Non-Collusion Affidavit

**Contract Compliance Forms
Personnel Inventory Form (CTAA 019)**

Insurance Requirements

Draft Contract Form

STATE OF WASHINGTON)

NON-COLLUSION AFFIDAVIT

COUNTY OF PIERCE) ss.
)

_____ being first
(NAME)

duly sworn, under oath says that

as _____
(TITLE)

of _____
(FIRM)

the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure an advantage over any other bidder or bidders.

SIGN HERE _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public in and for the State of _____

residing at _____

Herewith find deposit in the form of a cashier's check in the amount of \$ _____
which amount is not less than five percent of the total bid.

SIGN HERE _____



City of Tacoma
Finance Department
HUB and LEAP Office
 747 Market Street, Room 132
 Tacoma, WA 98402
 Telephone (253) 591-5825
 Fax (253) 591-5757

PERSONNEL INVENTORY FORM

The Personnel Inventory Form (PIF) is a required form, please submit with bid documents. This form should be completed and signed by a responsible official of the company.

Company Name _____ Date _____

Street Address/City/State/Zip _____

Telephone _____ Fax _____

Job Categories (Specify)	Total Employees		Non Minority		Total Minorities		Black		Asian		American Indian		Hispanic	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1. Officials & Managers														
2.														
3.														
4.														
5.														
6.														
7.														
8.														
9.														
10.														
TOTALS														

Signature of Responsible Official _____

Print or Type Name of Responsible Official _____

Comments:

INSTRUCTIONS FOR COMPLETING PERSONNEL INVENTORY FORM

1. "Heading" the company name and address should reflect the unit actually doing business with the City of Tacoma. If this address is different from that of the Equal Employment Opportunity Officer that administers the EEO programs of the company, the Equal Employment Opportunity Officer's address should be noted in the "Comments" section at the bottom of the form. "Telephone" should contain the area code, telephone number and extension (if any) for the Equal Employment Officer or the responsible official.
2. "Job Categories" at the extreme left hand column of the form specifying "Job Categories" lists "Officials & Managers." You are to list in addition to Officials & Managers any appropriate job titles such as Sales Workers, Office/Clerical, Professionals, Technical, etc., as they apply to your own company.
3. The "M" and "F" headings at the top of each column refer to "Male" and "Female."
4. The "Total Employees" column should list the total number of male employees under "M" and the total female number of female employees under "F" for each job category listed. They should be listed in a similar manner in the "Total" category at the bottom of the form. The "Total Employees" column should include all those employees listed under "Non-Minority" and "Total Minorities." "Non-Minority" should include all employees not listed in the minority columns.
5. "Total Minorities" should include all employees listed under the "Black," "Asian," "American Indian," and "Hispanic" columns. These columns should include only employees who are members of that particular minority group. Designation and definitions of ethnic/national origin status follow the instructions and definitions of the Federal EEO-1 Form of the U. S. Equal Employment Opportunity Commission.
6. "Totals" this line should reflect the total of all lines in each of the above columns.
7. The signature of your company's designated responsible official or similar official responsible for equal employment opportunity must appear in the designated space at the bottom of the form. Please PRINT OR TYPE the person's name on the top line across from the signature. This is required since some signatures are difficult to read.
8. "Comments" this section is to be used as needed for explanations to under utilization rate or lack of turnover, proposed expansion or reduction of staff or any other pertinent information you believe will help clarify or explain the data presented on the form. If you need additional space, please explain on a separate sheet of paper.
9. If you need assistance or have any questions regarding the completion of this form, please call the City of Tacoma HUB and LEAP Office at (253) 591-5825.



INSURANCE CERTIFICATE REQUIREMENTS

Please furnish the Purchasing Office with a Certificate of Insurance with the following liability limits based on the contract amount:

<u>CONTRACT AMOUNT</u>	<u>LIABILITY LIMITS</u>
\$ 25,000 and Under	\$ 500,000 Combined Single Limit
\$500,000 and Under	\$1,000,000 Per Occurrence / \$2,000,000 Aggregate
Over \$500,000	\$5,000,000 Total Coverage

A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include:

1. Comprehensive General Liability
2. Automobile Liability - Hired and Non-Owned
3. Contractual Coverage
4. Broad Form Property Damage
5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work)
6. Any additional coverage specifically required by the City's specification

B. The following general requirements apply:

1. Insurance carrier must be authorized to do business in the State of Washington.
2. Coverage must include personal injury, protective and employer liability.
3. Contractor must provide with the certificate evidence of the amount of any deductible or self-insured retention under the policy.
4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance on file with the City throughout the contract.
5. Contractor's insurance must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.

C. The following statements are required on the Certificate of Insurance:

1. *"The City of Tacoma is named as an additional insured"* ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have"* ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named."* Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. **See example below.**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The below listed certificated holder is added as an additional insured as respects any and all work performed with the City (or as respects project _____). This insurance is primary over any insurance or self-insurance the City may have for any and all work performed with the City (or as respects project _____).

CERTIFICATE HOLDER	CANCELLATION
CITY OF TACOMA PO BOX 11007 TACOMA WA 98411-0007	ADDITIONAL INSURED; INSURER LETTER : _____ "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the company, its agents or representatives."

SAMPLE CONTRACT

Resolution # Resolution #

Contract # Contract #

THIS AGREEMENT made and entered into in triplicate by and between the City of Tacoma, a Municipal Corporation hereinafter called the "City", and Company Name here in after called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with and as described herein and in the attached plans and specifications and the General Specifications of the City of Tacoma, which are by this reference incorporated herein and made a part hereof, and shall perform any alteration in or additions to the work provided under this contract and every part thereof.

Specification No: Spec #

Project: Bid Title

Contract Total: \$

Select Applicable Tax Information

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Tacoma.

II. The Contractor acknowledges, and by signing this Agreement agrees, that the Indemnification provisions set forth in the General Provisions, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Agreement and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.

V. The Contractor agrees to accept as full payment hereunder the amounts specified in the Proposal, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified in said Advertisement, Information for Bidders, Instructions to Bidders, Specifications, Plans, and Proposal.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, with an effective date for bonding purposes of Enter day day of Enter month, 20 Enter year.

CITY OF TACOMA:

PRINCIPAL:

By: _____
City Manager/Director of Utilities

By: _____
Signature

By: _____
Director of Finance

Printed Name

APPROVED AS TO FORM AND LEGALITY:

By: _____
City Attorney

Title