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CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Integrity Server & Licensing,
Hardware and Software
Bid No. 11-249**

**Puget Sound Data Systems, Inc.
19501 144th Ave. NE
Woodinville, WA 98072
425-488-0710**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2011, by and between **Puget Sound Data Systems, Inc., 19501 144th Ave. NE, Woodinville, WA 98072**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Integrity Server & Licensing, and Hardware & Software, Bid No 11-249** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendum No. 1
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jan E Rose
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Resolution No. A-86692

dated FEB 06 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Puget Sound Data Systems
Name of Corporation

19501 144th Ave NE #D-100
(Address) Woodinville, WA 98072

By: [Signature]
Duly Authorized Official

President PSDS
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

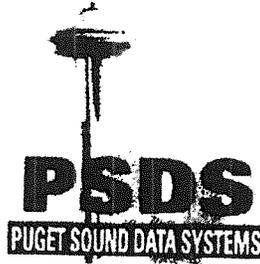
By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature



Dec. 22, 2011

Attn: Sharon Mulder
 City/County Purchasing
 Lincoln, NB 68508

Dear Sharon:

Please accept this letter as verification on our decimal placement problem in working with your web site bid software. (Bid# 11-249 Adendum 1) Please see the correct pricing with decimal point in proper location as below. I have put in extended pricing to include the optional items. (You can pick and choose what you would like and adjust the total accordingly)

Item#	Product	Extended Price
1	Commodity Production Server	\$13,998.00
2	Commodity P2000 SAN	\$11,849.00
3	Commodity Licensing Prod Server	\$10,750.00
4	Commodity DR Server	\$13,998.00
5	Commodity P2000 SAN DR	\$11,849.00
6	Commodity Licnsing DR Server	\$10,750.00
7	Commodity Licensing and Media Layered Products	\$2,308.00
8	Commodity Yearly software (support all 4 years)	\$5,208.00
9	Commodity Care Packs Hardware	\$4,533.00
10	Commodity Optional Care Packs DR Server	\$2,139.00
11	Commodity Optional: Care Pack for HP Renew Support	\$2,398.00
Total Extended Price including options.		\$89,780.00

Please feel free to call or email me if you have any questions.

Best regards,

Len Whitwer

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon R. Mulder Assistant Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Assistant Purchasing Agent	Contact
Phone	(402) 441-7410			
Fax	(402) 441-6513			
Bid Number	11-249 Addendum 1			Department
Title	Integrity Server & Licensing, Hardware & Software	Department	Purchasing	Building
Bid Type	Bid	Building	Suite 200	Floor/Room
Issue Date	11/30/2011	Floor/Room		Telephone
Close Date	12/14/2011 12:00:00 PM CST	Telephone	(402) 441-7428	Fax
Need by Date		Fax	(402) 441-6513	Email
		Email	smulder@lincoln.ne.gov	

Supplier Information

Company	Puget Sound Data Systems, Inc.
Address	19501 144th Ave. NE
	Woodinville, WA 98072
Contact	Len Whitwer
Department	
Building	
Floor/Room	
Telephone	1 (425) 488-0710
Fax	1 (425) 4886414
Email	len@psds.com
Submitted	12/8/2011 12:47:22 PM CST
Total	\$89,024.396

Signature _____

Supplier Notes

- PSDS Will Provide the Following Required Services as Part of Sale
- 1.) Integrate and TEST all Equipment with VMS Ver 8.4 before shipping to Custom
 - 2.) Insure all the latest FIRMWARE is Loaded and Installed on ALL Equipment.
 - 3.) Provide Document with Complete Systems Configuration to Include VMS ID's
 - 4.) Mark and Label all Controllers, Switches and Cables before shipping
 - 5.) Pre-Load OVMS, Cluster, Volume Shadowing, Fortran and C on Both
 - 6.) Configure P2000 G2 Arrays in advance to include Logical Unit Mapping
 - 7.) Configure Server Consoles With Multiple Menus for Auto-Boot OVMS
 - 8.) Provide Customer FREE Phone Technical Support for 90 Days

Bid Notes _____

Bid Activities _____

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	20 working days and all freight / insurance included.
6	Contact	Name of person submitting this bid:	Len Whitwer
7	Electronic Signature	Please check here for your electronic signature.	Yes
8	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	PRODUCTION SERVER RX3600 1 X1.66GHz/18MB 914OM Solution (Montvale Chips)	\$13,998
Manufacturer: Hewlett Packard				
Item Notes: All Hardware under HP, Renew three (3) year warranty program. Which will include all of the following: One (1) each of Part #AD124A--RX3600 8-DIMM Mem Carrier BD One (1) each of Part #AD295A--FIO I/O Backplane RX3600 CTO Only One (1) each of Part #AD142A--FIO DVD-ROM DRV Slim RX3600 Two (2) each of Part #AB565A--FIO 8GB 4x2 DDR2 MEM RX3600 CTO Only (Total of 16GM Main Memory) One (1) each of Part #AD044A--FIO UPG Core I/O W/VGA RX3600 One (1) each of Part #AD053A--FIO UNIV Rackmount Kit RX3600 One (1) each of Part #36GM-SAS--HP 36GB 10K RPM 2.5" SAS Disk (Internal Disk) One (1) each of Part #AD194A--PCI-X 2p 4GB FC and 2p 1000BT Adapter One (1) each of Part #A6829A--2CH U160 SCSI ADPT (Dual SCSI) One (1) each of Part #EH854A--Ultrium 1840 LT04 Ext 800/1600 SCSI CTO Only				
Supplier Notes:				
2	1	EA	P2000 SAN W/HOT SPARE (Production Site) MSA2312FC DC Modular Smart Array (SAN CNT Dual Cnt)	\$11,849.00
Manufacturer: Hewlett Packard Manufacturer #: P2000 G2				
Item Notes: "Order ALL HARDWARE under HP Renew three year Warranty Program" Which will include all of the following: Two (2) of Part #A7984A--4/8 FC SAN SWCH Base 8PT Active CTO Only (Dual San Switches) Twelve (12) each of Part #AD333A--FIO 146GB 10KRPM SAS HD Zx2 Based Sys CTO (Includes Hot Spare) Four (4) each of Part #FC-03--FC-FC 3M Cable Set (Interconnect Fibre Cables)				
Supplier Notes:				
3	2	EA	LICENSING - SYSTEM RELATED (Production Server)	\$5,375.00
Manufacturer: Hewlett Packard				
Item Notes: (Per Core License RX3600) Which will include all of the following: Two (2) each of Part #BA991AC#221--L VMS I64 BOE Max2 Proc, LTU, Open VMS 8.4 Two (2) each of Part #BA412BC--VMS I64 Open VMS Cluster (One per Core) PCL (Per Core License) Two (2) each of Part #BA413BC--VMS I64 Open VMS Volume Shadowing (One per Core) PCL (Per Core License) Two (2) each of Part #BA418BC#221--Availability Manager PCL Dual Core 2Skt Tier 1 LTU unit (Per Core License) Total of 2 each only				
Supplier Notes: Am bidding half normal price as you only need one set of two licenses per server.				
4	1	EA	DR SERVER RX3600 1 X 1.66GHz/18MB 914OM Solution (Montvale Chips)	\$13,998.00
Manufacturer: Hewlett Packard				
Item Notes: "Order ALL HARDWARE under HP RENEW three year warranty program" Which will include all of the following: One (1) each of Part #AD124A--RX3600 8-DIMM Mem Carrier BD One (1) of Part #AD295A--FIO I/O Backplane RX3600 CTO Only One (1) each of Part #AD142A--FIO DVD-ROM DRV Slim RX3600 Two (2) each of Part #AB565A--FIO 8GB 4x2 DDR2 MEM RX3600 CTO Only (Total of 16GB Main Memory) One (1) each of Part #AD044A--FIO UPG CORE I/O W/VGA RX3600 One (1) each of Part #AD053A--FIO UNIV Rackmount Kit RX3600 One (1) each of Part #36GM-SAS--36GB 10K RPM 2.5" SAS Disk (Internal Disk) One (1) each of Part #AD194A-- PCI-x 2p 4Gb FC and 2p, 1000BT Adapter One (1) each of Part #A6829A--2CH U160 SCSI ADPT Integrity (Dual SCSI) One (1) each of Part #EH854A--Ultrium 1840 LT04 Ext 800/1600 SCSI CTO Only				

Supplier Notes:

5	1	EA	P2000 SAN W/HOT SPARE (DR Site) MSA2312FC DC Modular Smart Array (SAN Cnt Dual Cnt)	\$11,849.00
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Manufacturer: Hewlett Packard Manufacturer #: P2000 G2

Item Notes:
"Order ALL HARDWARE under HP RENEW three year warranty program"
Which will include all of the following:
Two (2) each of Part #A7984A--4/8 FC SAN Switch Base 8PT Active CTO Only (Dual SAN Switches)
Twelve (12) each of Part #AD333A--FIO 146GB 10KRPM SAS HD Zx2-Based Sys CTO (Includes Hot Spare)
Four (4) each of Part #FC-03--FC-FC 3M Cable Set (Interconnect Fibre Cables)

Supplier Notes:

6	2	EA	LICENSING - SYSTEM RELATED (DR Server)	\$5,375.00
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Manufacturer: Hewlett Packard

Item Notes:
(Per Core License for RX3600)
Which will include all of the following:
Two (2) each of Part #BA991AC#221--L VMS I64 BOE Max2 Proc LTU, Open VMS8.4
Two (2) each of Part #BA412BC--VMS I64 Open VMS Cluster (One Per Core)(Per Core License)
Two (2) each of Part #BA413BC--VMS I64 OpenVMS Volume Shadowing (One per Core)(Per Core License)
Two (2) each of Part #BA418BC#221--Availability Manager PCL Dual Core 2Skt Tier 1 LTU Unit(Per Core License)
Total of 2 each only

Supplier Notes: Am bidding half normal price as you only need one set of two licenses per server.

7	1	EA	Licensing and Media Layered Products	\$2,308.00
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Manufacturer: Hewlett Packard

Item Notes:
Which will include all of the following:
One (1) each of Part #BA348AC--HP "C" for VMS I64 Concurrent LTU (Single User)
One (1) each of Part #BA368AC--Fortran for VMS I64 Concurrent LTU (Single User)
One (1) each of Part #BA322AA--I64 FOE Media Kit (OVMS Media on DVD)

Supplier Notes:

8	4	EA	Yearly Software Support	\$5,208.00
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Manufacturer: Hewlett Packard

Item Notes:
Which will include all of the following:
Four (4) each of Part #HA109A1#2EJ--OVMS BOE PCL Max2 Software Support
Four (4) each of Part #HA109A1#6B2--OVMS Cluster PCL Max2 Software Support
Four (4) each of Part #HA109A1#6A5--OVMS Volume Shadowing PCL Max2 Software Support Per Core License
Total of four each only

Supplier Notes:

9	1	EA	Care Packs	\$4,533.00
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Manufacturer: Hewlett Packard

Item Notes:
Which will include all of the following:
One (1) each HP Renew 3 Year Support, 4 Hour, 24 x 7, for RX3600 Server (PRODUCTION SERVER)
One (1) each HP Renew 3 Year Support, 4 Hour, 24 x 7, for P2000 Smart Array (PRODUCTION SAN)

Supplier Notes:

10	1	EA	OPTIONAL: Care Packs Care Pack for HP Renew 3 Year Support, 4 Hour, 24 x 7, for RX3600 Server (DR Server)	\$2,139.00
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Item Notes:
The City of Lincoln reserves the right to pick and choose which items, if any they wish to include that are listed below in the Care Packs Package.

Supplier Notes:

11	1	EA	OPTIONAL: Care Pack for HP Renew 3 Year Support, 4 Hour, 24 x 7, for P2000 Smart Array (DR SAN)	\$2.398
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Item Notes:
The City of Lincoln reserves the right to pick and choose which items, if any they wish to include that are listed below in the Care Packs Package.

Supplier Notes:

Response Total: \$89,024.396

Specifications
for
Integrity Server & Licensing
Bid No. 11-249

Hardware and Software Configuration and Implementation Support

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Integrity Server and Licensing for the department of Informational Services, City of Lincoln.
- 1.2 Vendor shall submit bid documents and supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed to Sharon Mulder, Assistant Purchasing Agent, via e-mail request to (smulder@lincoln.ne.gov) or faxed request to (402) 441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective Contractors electronically as an addenda.
 - 1.3.2 No direct contact is allowed between vendor and other City staff throughout the bid process.
 - 1.3.2.1 Failure to comply with this directive may result in vendor bid being rejected.

2. GENERAL INFORMATION and REQUIREMENTS

- 2.1 Vendor shall provide the following required services, either prior to shipping, or on-site.
- 2.2 Integrate and TEST all Equipment with VMS Ver 8.4.
- 2.3 Ensure all the latest FIRMWARE is loaded and installed on ALL equipment, servers, switches, SAN Arrays, disk drives, tape drives and controllers.
- 2.4 Provide document with complete systems configuration - to include VMS ID's and associated VMS device names and logicals.
- 2.5 Mark and label all controllers, switches and cables to ensure all equipment is connected properly on installation/implementation.
- 2.6 Pre-Load Software and Licenses for OVMS, Cluster, Volume Shadowing, Fortran, "C" and Availability Manager on both Production and DR servers (TURN-KEY)
- 2.7 Configure P2000 G2 Arrays in advance to include Logical Unit Mapping and Volume Shadow configuration.
- 2.8 Configure Server consoles with multiple menus for Auto-Boot OVMS Stand Alone VMS Boot and ILO local console access via network.
- 2.9 Configure servers to utilize TCP/IP Services Load Broker.
- 2.10 Provide Customer with phone technical support for 90 days relating to any problems customer might have with Hardware or Software installation/implementation at no charge.
- 2.11 Provide Engineer ON-SITE at no charge if there are problems with ON-SITE installation/implementation.
- 2.12 Successful system implementation and services delivery will consist of:
 - 2.12.1 Two bootable RX3600 servers running Open VMS 8.4 with loaded single user Fortran and "C" compilers and Availability Manager.

- 2.12.1.1 Each bootable OpenVMS operating system will reside on a 36 gig internal drive.
- 2.12.2 Each server will have a functioning fiber channel attached P2000 disk array consisting of 12 146-gig SAS drives, configured as RAID 5 with one hot swappable drive.
 - 2.12.2.1 The RAID 5 storage will be divided into 10 logical drives in the following configuration:
 - 2.12.2.1.1 DISK100 142 GIG
 - 2.12.2.1.2 DISK101 142 GIG
 - 2.12.2.1.3 DISK102 142 GIG
 - 2.12.2.1.4 DISK103 142 GIG
 - 2.12.2.1.5 DISK104 142 GIG
 - 2.12.2.1.6 DISK105 142 GIG
 - 2.12.2.1.7 DISK106 142 GIG
 - 2.12.2.1.8 DISK107 142 GIG
 - 2.12.2.1.9 DISK108 142 GIG
 - 2.12.2.1.10 DISK109 142 GIG
- 2.12.2 Each server will have a functioning attached Ultrium 1840 LT04 Table Top Tape Drive.
- 2.12.3 The servers will run in a Cluster Environment with complete Host Based Volume Shadowing where the storage of one server mirrors the storage of the other server, including the 36-gig internal system disks.
- 2.12.4 The two-node cluster will load balance using TCP/IP Services Load Broker.
- 2.13 Hardware and software delivery and configuration shall be completed within 30 days of bid award.

Addendum #1
Integrity Server & Licensing, Hardware & Software
Bid No. 11-249

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Added specifications to the bid, that were inadvertently left out.

All other terms and conditions shall remain unchanged.

Dated this 30th day of November 2011.

Sharon Mulder,
Assistant Purchasing Agent