

**APPROVED**  
BY THE CITY COUNCIL

AUG 2 1988

OFFICE OF THE  
CITY CLERK



RECEIVED  
CITY CLERKS OFFICE  
CITY OF SACRAMENTO

JUL 28 10 27 AM '88

18

DEPARTMENT OF  
DATA MANAGEMENT

CITY OF SACRAMENTO  
CALIFORNIA

819 TENTH STREET  
SACRAMENTO, CA  
95814-2601

916-449-5763

BARBARA C. WEAVER  
DIRECTOR

ALFRED S. ORTIZ  
INFORMATION SYSTEMS  
MANAGER

TOBA L. GODDARD  
COMPUTER OPERATIONS  
MANAGER

DEAN W. DAVIS  
TECHNICAL SYSTEMS  
MANAGER

July 28, 1988  
BW-100

City Council  
Sacramento, California

Honorable Members in Session:

Subject: IBM Controller and Disk Drives

Summary

Data Management has a requirement for 1 IBM Controller and two IBM disk drives.

Background

Data Management has increased disk usage over the last year due to conversion from the Sperry to the IBM computer and growth of the financial system (LGFS). The increasing space needs have caused system disruptions and have adversely impacted production processing schedules.

Because of a major upgrade to LGFS in August and scheduled completion of the Sperry conversion in November 1988, two additional disk drives and one controller are required to accommodate increased usage of the IBM computer and data growth.

Financial

A budgeted amount of \$37,000 is provided from funds established for LGFS in the 1986 Certificate of Participation, Supplemental Construction Fund.

Recommendation

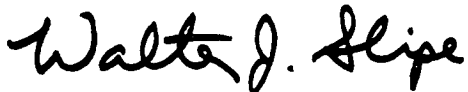
It is recommended that the City Council adopt the specifications and that bids be called for on August 23, 1988.

Respectfully Submitted,



Barbara C. Weaver  
Director of Data Management

Recommendation Approved:



Walter J. Slipe  
City Manager

August 2, 1988  
All Districts



RECEIVED  
CITY CLERKS OFFICE  
CITY OF SACRAMENTO  
Aug 19 3 15 PM '88

DEPARTMENT OF  
GENERAL SERVICES

CITY OF SACRAMENTO  
CALIFORNIA

5750 - 24TH STREET  
BUILDING FOUR  
SACRAMENTO, CA  
95822-3699

PROCUREMENT SERVICES DIVISION

August 9, 1988  
SS:Admin:88078:MH:bb

916-449-5551

ADDENDUM NO. 1 TO BID NO. 1260 FOR IBM CONTROLLER AND DISK DRIVES

PURCHASING  
CENTRAL STORES  
CENTRAL SERVICES

1. Reference Page #7: Add one more 3380-AD4 DASD to Item #1.
2. Reference Page #7: Add new line Item #3, 2 ea. IBM3380-BD4 DASD with Installation (See specifications attached).
3. All other terms, conditions and specifications of the bid remain unchanged.
4. If a bid package is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.
5. Bidders submitting a bid package must acknowledge receipt of this addendum prior to the hour and date specified in the bid request by one of the following methods:
  - (a) By signing and returning one (1) copy of this addendum with the bid package if not previously submitted; or
  - (b) By separate letter or telegram which includes a reference to the bid request and addendum number if the bid package has been previously submitted. Failure of your acknowledgement to be received at the City Clerk's Office, 915 - I - Street, Room 300, Sacramento, California prior to the hour and date specified, may result in rejection of your offer. If, by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number, your company name and this addendum, and is received prior to the opening hour and date specified.

*Monika Hudson*

Monika Hudson  
Acting Purchasing Manager

BIDDER'S NAME:

By: \_\_\_\_\_  
Signature and Typed or Printed Name

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

Bid Net may be  
crossed off if  
timeframe short.

CITY OF SACRAMENTO  
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, IBM Controller and Disk Drives in accordance with the following provisions and specifications.

Quantities:

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

PRICING SCHEDULE

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	3 EA	IBM 3380-AD4 DASD	\$ _____	\$ _____
		Installation	\$ _____	\$ _____
2	1 EA	IBM 3880-003 Storage Controller	\$ _____	\$ _____
		Installation	\$ _____	\$ _____
3	2 EA	IBM 3380-BD4 DASD	\$ _____	\$ _____
		Installation	\$ _____	\$ _____
			Sub-Total \$	_____
			6% Sales Tax	_____
			TOTAL BID PRICE \$	_____

Migration work plan \$ \_\_\_\_\_

Provide sample of a maintenance agreement and indicate total price for 12 months \$ \_\_\_\_\_

Vendor Note:

1. The City of Sacramento is soliciting bids for two direct access storage devices and one storage controller for an IBM 4381-14 CPU.
2. Proposed direct access storage device must be as described in the attached specifications labeled "Attachment A" and "Attachment B".

TECHNICAL SPECIFICATIONS  
DIRECT ACCESS STORAGE DEVICE (MODEL 304)

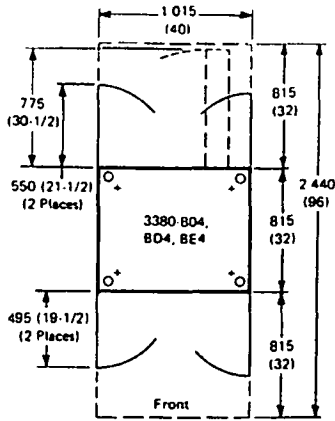
1. Each direct access storage device must support attachment to an IBM 3300-AD4.

TNL GN22-2336 (16 Apr 87) to GC22-7064-10

**3380 DIRECT ACCESS STORAGE MODELS B04, BD4, AND BE4**

PLAN VIEW (Metric Scale: 10 mm = 0.5 m)

English measurements are shown in parentheses.



**SPECIFICATIONS**

**Dimensions:**

	Front	Side	Height
mm	1 015*	815	1 790
(inches)	(40*)	(32)	(70-1/2)

**Service Clearance:**

	Front	Rear	Right	Left
mm	815	815	0	0
(inches)	(32)	(32)	(0)	(0)

**Weight:** 455 kg (1,000 lb)

**Heat Output and Power Requirements:\*\***

Voltage	Max kVA	Max W	Max (BTU/hr)
200/208	1.9	1 300	(4,450)
220/380	2.3	1 440	(4,950)
230/400	2.6	1 420	(4,900)
240/415	2.8	1 500	(5,300)

The Model Bxx units are powered from the Model Axx.

Phases 3

**Airflow:** 6.2 m<sup>3</sup>/min (220 cfm)

**Acoustical Data:**

For definitions, see "Acoustics" in Chapter 3 of *IBM General Information Manual: Installation Manual - Physical Planning, GC22-7072*.

L <sub>WAd</sub>		<L <sub>pA</sub> > m		I	T
Operating (bels)	Idling (bels)	Operating (dB)	Idling (dB)		
7.9	7.9	58.0	58.0	No	No

**Environment, Operating:\*\*\***

Temperature	16°C-32°C (60°F-90°F)
Rel Humidity	20%-80%
Max Wet Bulb	26°C (78°F)

**Environment, Nonoperating:**

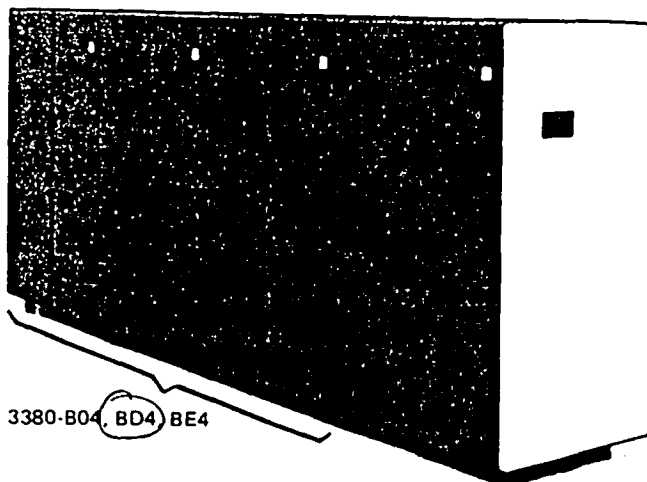
Temperature	10°C-43°C (50°F-110°F)
Rel Humidity	8%-80%
Max Wet Bulb	27°C (80°F)

**Environment, Storage: (Maximum 1 year)**

Temperature	1°C-60°C (34°F-140°F)
Rel Humidity	5%-80%
Wet Bulb Range	1°C-29°C (34°F-85°F)

**Notes:**

- \* Front dimension is 1 075 mm (42-1/4 in.) when this is an end device.
- \*\* Values vary with input voltage, installed features, and manufacturing variations.
- \*\*\* Biocides containing organometallic oxide *must not* be used in the air-conditioning systems of buildings containing these machines.



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# CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT SERVICES DIVISION

## CONTRACT SPECIFICATIONS

FOR: IBM CONTROLLER AND DISK DRIVES

PROPOSAL NO. 1260

Proposals Must Be Received  
Prior To 10:30 A.M.

ON: AUGUST 23, 1988

AT: City Clerk's Office  
915 I Street, Room 300  
Sacramento, CA 95814

Pre-Bid Conference: none

\*\*\*\*\*  
\* VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 2 \*  
\* ADDITIONAL COPIES OF THIS BID INCLUDING ALL REQUIRED ATTACHMENTS \*  
\* FOR EACH COPY TO THE CITY CLERK ON THE DATE AND AT THE TIME AND \*  
\* LOCATION SPECIFIED ABOVE. \*  
\*\*\*\*\*

NAME OF VENDOR SUBMITTING THIS BID \_\_\_\_\_



8/2 #18



DEPARTMENT OF  
GENERAL SERVICES  
  
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

5730 - 24TH STREET  
BUILDING FOUR  
SACRAMENTO, CA  
95822-3699

August 9, 1988  
SS:Admin:88078:MH:bb

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*Monika Hudson*

Monika Hudson  
Acting Purchasing Manager

BIDDER'S NAME:

By: \_\_\_\_\_  
Signature and Typed or Printed Name

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

CITY OF SACRAMENTO  
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, IBM Controller and Disk Drives in accordance with the following provisions and specifications.

Quantities:

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

PRICING SCHEDULE

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
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			Sub-Total \$	_____
			6% Sales Tax	_____
			TOTAL BID PRICE \$	_____

Migration work plan \$ \_\_\_\_\_

Provide sample of a maintenance agreement and indicate total price for 12 months \$ \_\_\_\_\_

Vendor Note:

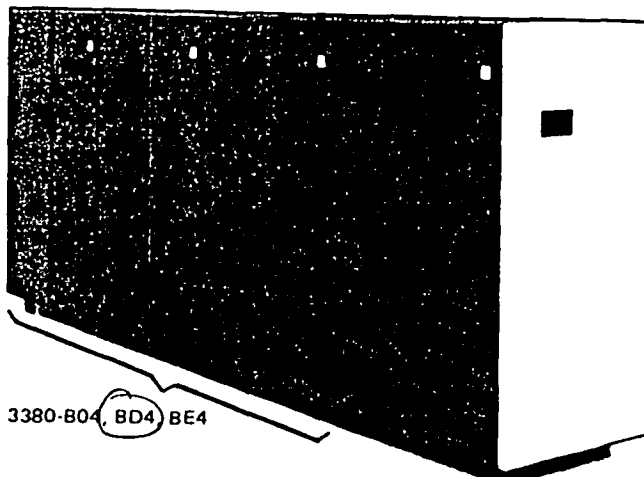
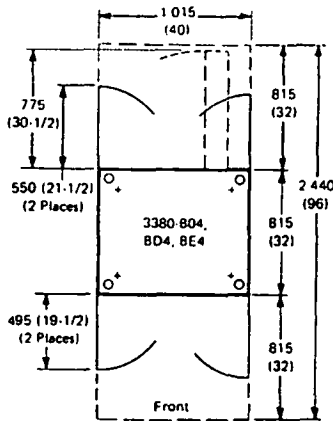
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TNL GN22-2336 (16 Apr 87) to GC22-7064-10

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PLAN VIEW (Metric Scale: 10 mm = 0.5 m)

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3380-B04, BD4, BE4

**SPECIFICATIONS**

**Dimensions:**

	Front	Side	Height
mm	1 015*	815	1 790
(inches)	(40*)	(32)	(70-1/2)

**Service Clearance:**

	Front	Rear	Right	Left
mm	815	815	0	0
(inches)	(32)	(32)	(0)	(0)

**Weight:** 455 kg (1,000 lb)

**Heat Output and Power Requirements:\*\***

Voltage	Max kVA	Max W	Max (BTU/hr)
200/208	1.9	1 300	(4,450)
220/380	2.3	1 440	(4,950)
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Operating (bels)	Idling (bels)	Operating (dB)	Idling (dB)		
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**Environment, Operating:\*\*\***

Temperature	16°C-32°C (60°F-90°F)
Rel Humidity	20%-80%
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Temperature	10°C-43°C (50°F-110°F)
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**Notes:**

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- \*\* Values vary with input voltage, installed features, and manufacturing variations.
- \*\*\* Biocides containing organometallic oxide *must not* be used in the air-conditioning systems of buildings containing these machines.

**IMPORTANT**  
**BID**  
**INSTRUCTIONS**

VENDORS ARE REQUIRED TO SUBMIT ADDITIONAL  
COPIES OF THIS BID. FAILURE TO DO SO WILL  
CAUSE YOUR BID TO BE REJECTED. SEE BID  
COVER SHEET FOR SPECIFIC INSTRUCTIONS.

BID TO THE  
CITY OF SACRAMENTO, CALIFORNIA  
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE  
CITY CLERK, ROOM 300, CITY  
HALL PRIOR TO 10:30 A.M. ON  
AUGUST 23, 1988

BID NO. 1260

FOR: IBM CONTROLLER AND DISK DRIVES

Name of Bidder \_\_\_\_\_ Telephone \_\_\_\_\_

Type of Business: [ ] Corporation, [ ] Co-partnership, [ ] Individual doing business  
under his own name [ ] Individual doing business using a firm name

Business Address: \_\_\_\_\_  
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and/or finish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

\_\_\_\_\_  
Typed or Printed Name and Title Signature

\_\_\_\_\_  
(Address (if different than above business address))

**PLEASE READ CAREFULLY BEFORE SIGNING**

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary, " (or other title).

**FOR CITY USE ONLY**

Bid was opened on above date and at prescribed place.

Bid bond required [X] No [ ] Yes Amount \_\_\_\_\_

Received: [ ] Cashiers or Certified Check [ ] Surety Bond  
drawn on a California bank

\_\_\_\_\_  
City Clerk/Purchasing Manager

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

No Bid Is In Legal Form Unless

the Following Instructions Are Fully Complied With

1. Bid must be submitted on this printed form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by surety bond or in a form approved by the City Attorney.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. If equipment is bid, it is to be newest and latest model in current production. Used, remanufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated.
11. Faithful Performance Bond. The successful bidder will ~~xxx~~ will not [ ] be required to submit a faithful performance bond in a form approved by the City Attorney, in the amount of 25% of contract.
12. Cash Discounts. Cash Discounts offered for payment in less than Twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
13. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 I Street, 2nd Floor, Sacramento, CA, at 10:30 A.M., August 23, 1988.  
(Bids must be submitted prior to 10:30 A.M.)
14. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids, as it may deem proper. The time for awarding a contract may be extended at the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.02)

The City will consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR TO AWARD

CITY OF SACRAMENTO  
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is \_\_\_\_\_  
(Please Print)

I am employed by \_\_\_\_\_, hereafter referred to below as "the firm".

I am the \_\_\_\_\_ of the firm, and as such I am  
(Title)  
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan or letter of credit to:

South Africa or Namibia, or  
any business firm organized under the laws of South Africa or Namibia, or  
any business firm for the express purpose of doing business with, conducting business operations in, or trading with any private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia. The firm does not have and does not contemplate having business arrangements or business operations in South Africa or Namibia, as those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy in any manner which would render this declaration no longer entirely accurate, the firm will so notify the Treasurer of the City of Sacramento.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, at \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

CITY OF SACRAMENTO  
DISADVANTAGED BUSINESS ENTERPRISE (DBE),  
MINORITY BUSINESS ENTERPRISE (MBE), AND  
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development  
1231 I Street - Room 300  
Sacramento, CA 95814  
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation  
Office of Civil Rights  
120 N Street - Room 3400  
Sacramento, CA 95814  
(916) 323-6638



4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes [ ] no [ ] [ ] MBE [ ] WBE [ ] DBE

Certification No. \_\_\_\_\_

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

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

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF SACRAMENTO  
SACRAMENTO, CALIFORNIA

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		Installation	\$ _____	\$ _____

Sub-Total \$ \_\_\_\_\_

6% Sales Tax \_\_\_\_\_

TOTAL BID PRICE \$ \_\_\_\_\_

Migration work plan \$ \_\_\_\_\_

Provide sample of a maintenance agreement and indicate total price for 12 months \$ \_\_\_\_\_

Vendor Note:

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2. Proposed direct access storage device must be as described in the attached specifications labeled "Attachment A" and "Attachment B".

3. Proposed storage controller must be as described in the attached specifications labeled "Attachment C" and "Attachment D".
4. Installation and relocations are to be performed only on weekends and are to be coordinated with IBM customer engineers that service present City equipment. Installation may have to be on a phased basis due to serious floor space constraints. It may be necessary to install an item in a temporary location, then later move it to the permanent location in the same room.
5. Used equipment is acceptable. Vendors bidding used equipment must certify that each equipment item is at the then current engineering change level and is eligible for installation and full manufacturer's maintenance service at no additional cost to the City.

#### Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose proposal(s) is/are most responsive to the needs of the City.

#### Bid Inquiries

Questions regarding this bid should be referred to:

Procurement Services Division  
5730 24th Street, Bldg. 4  
Sacramento, CA 95822  
Attention: Dennis Kerhulas  
(916) 449-5342

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

#### Delivery Guarantee

Vendor shall guarantee delivery within \_\_\_\_\_ days after receipt of order (ARO).

Faithful Performance Bond

The successful bidder(s) will be required to furnish a faithful performance bond in the amount of 25 % of the contract price. In the event the contract is subsequently terminated for failure to perform, the Contractor and/or surety will be liable and assessed for any and all costs for the reprocurement of the contract services.

F.O.B. Point

F.O.B. destination to include inside delivery.

Compliance With OSHA

The Contractor shall be responsible for strict compliance with all requirements of the California Occupational Safety and Health Act (OSHA) which are applicable to the work to be accomplished pursuant to this contract. OSHA shall be construed to include, but not be limited to, all applicable safety orders issued by the Division of Industrial Safety State of California. In the event the Contractor, or any of his employees, shall observe any violation of OSHA in or on the premises on which the Contractor is to perform work pursuant to this contract, the Contractor shall immediately give written notice to the City of such violation.

Compliance With UL and FCC Requirements

The successful vendor shall be responsible for strict compliance with all requirements of Underwriters Laboratories and the Federal Communication Commission which are applicable to the item(s) to be purchased pursuant to this bid and the subsequent contract.

Dismissal of Unsatisfactory Employees

The Contractor shall only furnish employees who are competent and skilled for work under this contract.

If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

Exceptions

The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.

Contractor's History & References

Contractor shall provide the following information with bid:

- a. History of Company
- b. References: Include name and phone number of contract person

Conference (Pre-Award)

The apparent lowest responsible bidder shall attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

Funding (Availability)

Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
- b. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Insurance Provisions

The attached Insurance Provisions, except 3, are hereby made a part of this request for bids and any resultant contract(s).

Maintenance and Warranty

Maintenance and warranty provisions for items quoted shall be stated on separate sheet and attached to the bid. Maintenance terms shall include hours of operation of maintenance center, hours of coverage by maintenance fee proposed, anticipated response time to maintenance calls location of maintenance center, anticipated reliability of equipment, mean time between failure, mean time to repair, and percentage of operational time. Failure to include maintenance and warranty provision may cause your bid to be non-responsive.

Contract Representative

During performance of the contract, the City will be represented by Mike Kerton, Data Management Telephone (916) 449-5752.

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

Pricing

The prices quoted to the City shall be as low or lower than those charge the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

Prices

Prices are maximum for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

Protection of Data

Contractor shall take all precautions necessary and appropriate to assure the confidentiality of City's record information. Contractor shall limit access to City's records only to contractor's authorized employees.

Except as authorized by the City, Contractor shall not reproduce any of the City records.

The City shall have the right to review Contractor's procedures for handling City records and may make such inspections as it deems necessary to assure that Contractor is adequately safe-guarding City's record information.

Protection of Existing Facilities

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

Purchase Agreement Documents

A copy of the Notice Inviting Bids, the Bid and a copy of these General Conditions and the Specifications and Bid will remain on file in the Office of the City Purchasing Agent and it is understood will form the purchase agreement when accepted by the City Manager. All materials or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the specifications contained herein.

South Africa Divestment Affidavit

Vendors are REQUIRED to complete and submit the South Africa Divestment Affidavit provided (Pink Sheet) prior to the award of bid.

Non Collusion Statement

All bidders are hereby notified that, in the event a contract is awarded to a bidder whose bid was made in collusion with other bidders for the same work, the resulting contract is not enforceable against the agency awarding and may be void by that agency.

For the purpose of purchasing the services described herein, as a condition of submitting a responsive bid, City of Sacramento requires each bidder to execute the non-collusion statement set forth below.

DECLARATION UNDER PENALTY OF PERJURY

The undersigned declares: that he holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this bid; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this bid, that the undersigned knows and represents and warrants to City of Sacramento that this bid is prepared and submitted without collusion with any other person, business entity or corporation; and that the bidder submitting this bid is the only person, business entity, or corporation with any interest in this bid.

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR/FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

Warranty (Commercial)

The contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

Termination

Contract may be terminated by the City upon thirty days advance notice in writing.

BIDDER'S NAME: \_\_\_\_\_

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL



INSURANCE PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

INSURANCE PROVISIONS.- Continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.

ATTACHMENT A

TECHNICAL SPECIFICATIONS FOR DIRECT ACCESS STORAGE DEVICE

1. Each direct access storage device must support attachment to an IBM 3380-003.
2. Each direct access storage device must support up to 3 IBM 3380-8D4's.
3. Each direct access storage device must have a set of cables at 50 feet each to connect to an IBM 3380-003.

**3380 DIRECT ACCESS STORAGE MODELS A04, AA4, AD4, AND AE4**

**SPECIFICATIONS**

**Dimensions:**

	Front	Side	Height
mm	1 130*	815	1 790
(inches)	(44-1/2*)	(32)	(70-1/2)

**Service Clearances:**

	Front	Rear	Right	Left
mm	815	815	865	0
(inches)	(32)	(32)	(34)	(0)

**Weight:** 545 kg (1,200 lb)

**Heat Output and Power Requirements:\*\***

Voltage	Max kVA	Max W	Max (BTU/hr)
200/208	2.5	1 780	(6,100)
220/380	2.9	1 870	(6,400)
230/400	3.1	1 850	(6,350)
240/415	3.3	1 880	(6,450)
Phases	3		
Plug	R&S, 7328		
Receptacle	R&S, 7324		
Connector	R&S, 7428		
Power Cord Style	E1		

**Airflow:** 8.5 m<sup>3</sup>/min (300 cfm)

**Acoustical Data:**

For definitions, see "Acoustics" in Chapter 3 of *IBM General Information Manual: Installation Manual-Physical Planning, GC22-7072*.

LWAd		<LpA > m		I	T
Operating (bels)	Idling (bels)	Operating (dB)	Idling (dB)		
7.9	7.9	58.0	58.0	No	No

**Environment, Operating:\*\*\***

Temperature	16°C-32°C (60°F-90°F)
Rel Humidity	20%-80%
Max Wet Bulb	26°C (78°F)

**Environment, Nonoperating:**

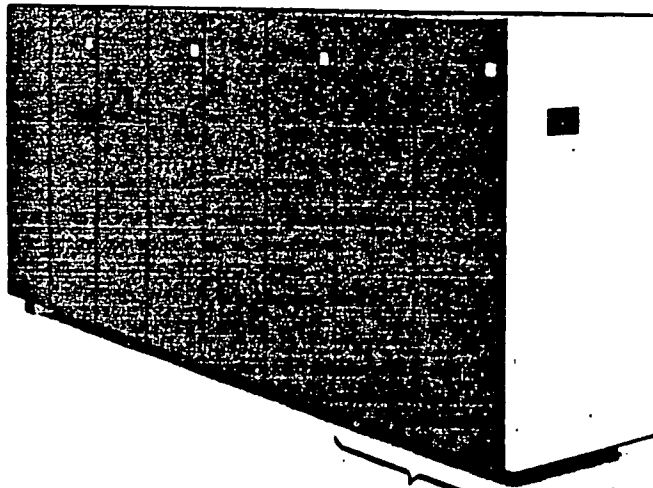
Temperature	10°C-43°C (50°F-110°F)
Rel Humidity	8%-80%
Max Wet Bulb	27°C (80°F)

**Environment, Storage: (Maximum 1 year)**

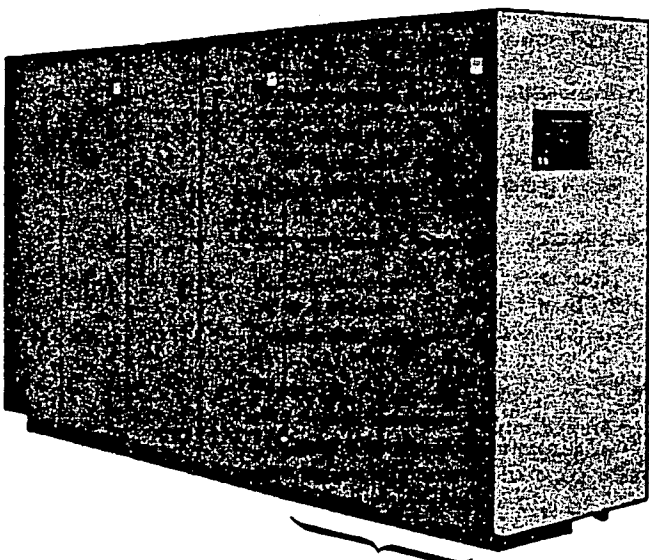
Temperature	1°C-60°C (34°F-140°F)
Rel Humidity	5%-80%
Wet Bulb Range	1°C-29°C (34°F-85°F)

**Notes:**

- \* Front dimension is 1 075 mm (42-1/2 in.) when Model B04, BD4, or BE4 is attached.
- \*\* Values vary with input voltage, installed features, and manufacturing variations.
- \*\*\* Biocides containing organometallic oxide *must not* be used in the air-conditioning systems of buildings containing these machines.



3380-A04, AA4



3380-AD4, AE4

ATTACHMENT D

3

3880 STORAGE CONTROL MODELS 1-4, 11, 13, 21, AND 23

SPECIFICATIONS

Dimensions:

	Front	Side	Height
Single Frame:			
mm	1 130	815	1 790
(inches)	(44-1/2)	(32)	(70-1/2)

Dual Frame:

mm	2 145	815	1 790
(inches)	(84-1/2)	(32)	(70-1/2)

Service Clearances:

	Front	Rear	Right	Left
mm	760	865	865	0
(inches)	(30)	(34)	(34)	(0)

Dual Frame: See the dual-frame plan view on page 3880.1.

	Models 1-3	Model 4	Models 11 and 13	Models 21 and 23
Weight:				
kg	325	315	545	525
(lb)	(720)	(690)	(1,200)	(1,150)

Heat Output:

w	1 600	750	2 300*	2 500**
(BTU/hr)	(5,500)	(2,500)	(7,700)	(8,550**)

Airflow:

m <sup>3</sup> /min	9.0	9.0	15.0	30.3
(cfm)	(320)	(320)	(530)	(1,070)

Acoustical Data:

For definitions, see "Acoustics" in Chapter 3 of *IBM General Information Manual: Installation Manual-Physical Planning, GC22-7072*.

	L <sub>WAd</sub>		<L <sub>pA</sub> > <sub>m</sub>		I	T
	Operating (bels)	Idling (bels)	Operating (dB)	Idling (dB)		
3880-13	7.7	7.7	53.0	53.0	No	No
3880-23	8.0	8.0	56.0	56.0	No	No

Power Requirements:

kVA	1.7	0.9	2.5*	2.8**
Phases	3	3	3	3
Plug	R&S, 3730	R&S, 3730	R&S, 3730	R&S, 3730
Receptacle	R&S, 3744	R&S, 3744	R&S, 3744	R&S, 3744
Connector	R&S, 3914	R&S, 3914	R&S, 3914	R&S, 3914
Power Cord Style	B2	B2	B2	B2

A phase imbalance will exist depending on cache size, channel configuration, and power configuration.

Typical Configurations and Measurements

Power Configuration	Amperes in Phase			Channel Configuration	Cache Size (M-bytes)
	A	B	C		
60-Hz Delta	8.65	9.67	7.54	8	16
50-Hz Delta	5.92	8.00	7.29	4	32
50-Hz Wye	4.33	2.90	4.71	4	16

Environment, Operating:

Temperature	16°C-32°C (60°F-90°F)
Rel Humidity	20%-80%
Max Wet Bulb	26°C (78°F)

Environment, Nonoperating:

Temperature	10°C-43°C (50°F-110°F)
Rel Humidity	8%-80%
Max Wet Bulb	27°C (80°F)

Notes:

- \* On the Model 13 with the eight-channel-switch feature, heat output is 2 560 W (8,800 BTU/hr) and kVA is 3.2.
- \*\* On the Model 23 with the eight-channel-switch feature, heat output is 2 830 W (9,700 BTU/hr) and kVA is 3.3.