



REQUEST FOR PROPOSAL

BID NO. 209-1014-14A

DISK TO DISK DATA
ARCHIVE/BACKUP SOLUTION

BID DUE DATE: OCTOBER 14, 2014

I. GENERAL CONDITIONS

- 1. General Information** - The Information Systems department of the City of Antioch, California, will receive bid responses at its office located at [212 H Street, Antioch, CA 94509](http://www.ci.antioch.ca.us) on October 14, 2014.

Questions relating to specifications or technical questions must be submitted via email to abarton@ci.antioch.ca.us. Bidders are **NOT** to pursue City staff by telephone or in person.

Bids shall be made only on this bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Bids shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened. Bids shall be signed by an authorized officer or employee of the bidder.

It is your responsibility to check back on the website for any addenda that may have been issued, prior to the bid/proposal due date. <http://www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm>

- 2. Form of Bid** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted.
- 3. Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Information Systems department for an interpretation thereof **prior** to the bid opening to the attention of Alan Barton at abarton@ci.antioch.ca.us. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
- 4. Addenda** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the bidder responsibility to check the City of Antioch website, for any addenda that may have been issued prior to the bid/proposal due date.
- 5. Bid Opening** - Bids shall be delivered to the Information Systems Department of the City of Antioch located at [212 H St. Antioch, 94509](http://www.ci.antioch.ca.us) on or before the day set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the opening of bids.
- 6. Late Bids** - Any bids received after the scheduled day of opening will be clocked in, but will not be opened or considered.
- 7. Award or Rejection** - The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City. Best value is based on all factors, including: cost (unit prices and total

prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency of contractor; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if applicable.

The City reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to the award. Estimated quantities are no guarantee of a certain quantity to be ordered by City. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. If the bid is on an "all or nothing" basis, this must be stated on the bid form.

For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

- 8. Terms and Conditions** - The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
- 9. Brand Names-** The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.
- 10. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days. The City is interested in perusing a five (5) year lease option for this equipment.
- 11. FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 12. Approved Equal – Brand names and numbers, when used, are for reference to indicate the character or quality desired.** The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be solely at the City's discretion.
- 13. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes.

14. Samples - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense unless retained by City for future comparison.

15. Inspection - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.

16. Assignment - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

17. Warranty - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at the minimum: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.

18. Timely Delivery – If indicated in the bid form, bidder shall indicate time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City. Time of delivery may be a consideration in the award.

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

19. Liquidated Damages - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar day's delay in finishing the contract.

20. Termination for Default - The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience

clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

21. Termination for Convenience - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

22. Fiscal Year - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

23. Equal Opportunity - Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation or any other prohibited basis under federal or state law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

24. Business License – The City of Antioch requires that any contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided.

25. Governing Law - This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.

26. Liabilities -- Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

27. Right to Audit -- The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

28. Assignment -- In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

29. Prevailing Wage - Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

The City reserves the right to request and review the contractor's payroll records in the form of certified payroll records. In the event certified payroll records are requested, they are to be submitted via email to abarton@ci.antioch.ca.us. Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [On the second copy the name, address and social security number of the individual employees must be redacted (blacked out).]

30. Appeals -- Any actual or prospective bidder, or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in Antioch Municipal Code section 3-4.03. Protestors are urged to seek resolution of their complaints initially with the using department.

31. Contract Documents - The work embraced herein shall be performed at the locations covered in this bid and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract, required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or

enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

The Successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance and Trade Services Agreement. The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted.

32. Insurance -- Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

All certificates and endorsements must be emailed to abarton@ci.antioch.ca.us, with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be generated and emailed as instructed.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88, Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Additional requirements if applicable:

5. Builder's Risk: Completed value of the project with no coinsurance penalty provisions for construction project.
6. Professional Liability: \$1,000,000 as needed for design/build and other professional services.

7. Contractor's Pollution Liability: \$1,000,000 per occurrence \$2,000,000 policy aggregate if hazardous materials are involved.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) day's prior written notice has been provided to the City.

Builder's Risk (Course of Construction) Insurance: Contractors may submit evidence of Builder's Risk insurance as evidence of course of construction coverage. The insurance protects the parties to the agreement from financial loss during the construction process. There may be multiple parties that have a financial interest in the process and may include the owner of the project, a lender, and contractors. You must review the policy language provided for termination events such as substantial completion, owner occupancy, and full completion. These times and dates will be important to coordinate with your existing property policies to guarantee that no gaps in coverages will occur. Builder's Risk policies shall contain the following provision that the the City shall be named as loss payee.

Claims-Made Policies: If general Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by City.

Verification of Coverage: Contractor shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Waiver of Subrogation: Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the contractor, its employees, agents, and subcontractors.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

II SPECIFICATIONS

A. Purpose and Scope

City of Antioch is interested in working with a qualified vendor to provide a disk to disk data archive/backup appliance to store daily and weekly backups, current size is 12TB, with annual growth of 20%-25%. The City requires a minimum of 8 weeks of retention on the appliance. Appliance should have capacity for 4-5 years of growth. The solution will require two devices, a main unit and secondary disaster recovery unit to be installed at a remote City facility.

The City is interested in pursuing a five (5) year lease option with this equipment. Include all lease option information on bidder's worksheet or as an attachment.

B. Background

City of Antioch currently backs up approximately 12TB of data. This is accomplished via Symantec Backup Exec versions 10, 12, and 14. The City performs daily incremental, weekly fulls, and monthly full's to tape for long term retention. The current disk to disk appliance provides reduplication, compression, and replication to a second offsite unit via WAN.

C. Technical Environment

Section III – Proposal Instructions and Evaluation Process

A. Proposal Format:

Each proposal submitted must follow the format described in this section. The entire proposal, including cover page, table of contents, and any attachments or appendices must not exceed 25 total pages excluding title and table of contents.

Title Page – Title page shall show the RFP number and title; due date and time, the Bidder's business name; and the contact information of the designated contact.

Table of Contents – Please provide page numbers of each beginning section.

Section 1: Executive Summary – A summary of the proposal stating the proposer's understanding of the requested system and highlights of the proposed solution.

Section 2: Company Profile, Experience, and Qualifications – The description shall include a company overview, number of years in service, location of business, and products and services offered. The vendor shall include a description of vendor's experience working with disk to disk data archive/backup systems and experience completing similar projects.

The vendor must have extensive experience working with and integrating disk to disk data archive/backup systems. Vendor must include costs for any integration services and/or tools necessary to complete the project.

In addition to a narrative description of your experience, the proposer shall use the following table to list its prior experience providing disk to disk data archive/backup solutions. Please include at least five references of disk to disk data archive/backup deployments your firm has implemented.

Past Experience Table

Customer	Contact Name, Phone, Email	Brief Project Description

Section 3: Staff Resumes – Include brief resumes of staff to be assigned to the implementation of the solution.

Section 4: Proposed Solution – This Section shall provide a narrative description of the proposer’s solution and how it will meet City of Antioch’s goals and expectations. Vendor’s system documentation must describe the system components, operational features, key functional and technical specifications, including hardware, to be provided. Vendor must provide a list of any additional software, hardware, bandwidth, or similar that City of Antioch must purchase in order to use, support, or enhance the proposed solution. (Proposer must answer detailed specification questions using the Functional Requirements Table found in Section IV of this RFP. Proposer’s responses shall be provided in Attachment A of the proposal.)

The disk to disk data archive/backup solution must be a modern, standards-based solution fully compliant with the City’s current data archive/backup software versions.

Section 5: Pricing – Provide a total proposed cost. Detail hardware, software, and all material resources required to operate the proposed system/product(s). Any application design, development, customization, training, installation and testing fees shall be included in the total proposal cost. Costs for optional features requested or proposed shall be detailed in an optional features schedule.

The City is interested in pursuing a five (5) year lease option with this equipment. Include all lease option information on bidder’s worksheet or as an attachment.

Section 6 Information on the implementation plan, including key tasks, milestones, designated City of Antioch and vendor responsibilities. If progress payments are requested please include a payment schedule. Outline all training (City of Antioch is to receive) during the course of this project including training location, cost, and topics. Include support options and costs with descriptions.

Attachment A: Functional Requirements Table – Using the format provided in the RFP, provide responses to functional requirements.

B. Examination of Proposal Documents

By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to City of Antioch.

C. Confidential Material

Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by City of Antioch to the extent allowable in the Public Records Act.

D. Proposal Evaluation

The evaluation and selection process is based upon a consideration of a variety of factors as described in the proposal package. Accordingly, City of Antioch reserves the right to waive technical errors and issue subsequent requests for proposals, etc.

The award of the contract shall be made to the responsible proposer, whose proposal is determined to be the best evaluated resulting from original submissions and documented negotiation, taking into consideration the relative importance of price and other evaluation factors set forth below. The evaluation criteria will be grouped into percentage factors as follows:

- 30% price – vendor’s proposed price for the solution
- 30% product and solution – the proposed product’s ability to meet City of Antioch’s requirements, as well as the future needs of the City of Antioch through on-going product enhancements and upgrades
- 40% qualifications, experience, and ability to perform – qualifications and experience of vendor; references from customers including product satisfaction, demonstrated ability to install and maintain systems, and stability of vendor

Section IV – Requirements for the Solution

Responses to the functional requirements, listed in the table below, must be provided with either a “Yes” or “No” answer, which is to be determined based on the criteria below. Requirements designated as optional are noted in the Table.

- “Yes” – indicates the item will be supplied as specified and is part of the vendor’s base price proposal
- “No” – indicates the item will not be supplied
- “Optional” – indicates that the item will not be supplied as specified, but is being provided by vendor as an optional component that may require modification to conform to the requirement. If the response is “Optional”, vendor shall include a price for each optional component.

The Functional Requirements Table must be completed using the format provided and included as an attachment to Vendor’s Proposal. Any explanatory details shall be provided in a separate section following the Functional Requirements Table using the Requirement Number as a reference. For evaluation, City of Antioch will assume that any line left blank and not completed will not be furnished as specified.

Attachment A

Functional Requirements Table

FR #	Required/ Optional	Functional Requirement	Vendor Response		
			Yes	No	Optional
General System Features					
1.1	R	The capacity for offline or archival storage for at least two years (Tape and/or other capability for offsite storage)			
1.2	R	Compatible with VMware vCenter 5 and later			
1.3	R	Compatible with Windows Server 2003 and later			
1.4	R	Compatible with Exchange 2007 SP1 and later with granularity down to the individual mailbox items			
1.5	R	Compatible with SQL Server 2005 SP5 and later with granularity			
1.6	R	Compatible with Oracle 8.13 and later			
1.7	R	Efficient and timely replication over WAN connection to remote DR device. <ul style="list-style-type: none"> o Should make use of Deduplication, compression, and other capabilities to reduce the WAN impact if not already included in the local process 			
1.8	R	Scalable storage capability; <ul style="list-style-type: none"> o adding shelves and more Hard Drives to existing host appliance(s) 			
1.9	R	Support should be US based and 24/7 phone support with no more than a 1 day replacement capability of a HD or other component			
1.10	O	Compatibility to read/restore backups made with our current system (Symantec Backup Exec through BUE 2014) would be good, but not requirement			

1.11	○	<p>The preference of the City of Antioch is to have an “all-in-one” model that doesn’t require third-party separate tape or long-term archiving software outside of the proposed solution or with our current software.</p> <p>If necessary, quote a combination of products to accomplish the “all-in-one” capability if not built-in natively to the storage device(s)</p> <p>Included products will be the vendor approved and recommended combinations</p>			
1.12	○	Agent-based server-side client software			
1.13	○	Single source web-based management UI			
1.14	○	Archive to cloud as an option			
1.15	○	Replacement HD’s are readily available on the open market			

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V BID WORK SHEET - BID NO. 209-1014-14A

Your Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Delivery Date: October 14, 2014

LINE ITEM	COST DELIVERED	DISCOUNTS/INCENTIVES	COST DELIVERED AFTER DISCOUNTS/INCENTIVES
HOSTED WATER UTILITY IVR SYSTEM PER RFQ SPECIFICATIONS*			

** ATTACH SPECIFICATION SHEETS IF YOU ARE SUBMITTING SUBSTITUTIONS*

City of Antioch
DISK TO DISK DATA
ARCHIVE/BACKUP SOLUTION
Bid No. 209-1014-14A

The undersigned bidder declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to bidders. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be preformed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Does proposed bid conform to all requirements listed in this document and drawings? _____
If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days) _____

Company Name _____

Contact Name _____

Title _____

Address _____

City/State/Zip _____

Telephone _____ FAX _____

Email Address _____

Contractor's License No. _____ Exp. Date _____

City of Antioch Business License No. _____ Exp. Date _____

Signature _____ Date _____

Bid must be in a sealed envelope with the bid number, closing date, and time on the outside envelope.

Send via mail (sealed) to: or

Deliver via courier (sealed) to:

City of Antioch Information Systems
BID NO. 209-1014-14A
[212 H Street](#)
Antioch, CA 94509

City of Antioch Information Systems
BID NO. 209-1014-14A
[212 H Street](#)
Antioch, CA 94509

NON COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

City of Antioch

**DISK TO DISK DATA
ARCHIVE/BACKUP SOLUTION**

Bid No. 209-1014-14A

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me by:

This _____ day of _____, 20_____

Notary Public

Bidder's Initials _____