

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL

DATE

NO.

FROM: THE CITY MANAGER'S OFFICE

August 16, 1989

SUBJECT: Bid acceptance for hard disc storage device for Police Department computer

In preparation of expanding the hard disc storage capacity of the Police Department Computer, a formal bid process was initiated. A newspaper ad was taken out and applications were sent to interested parties.

The bids will be opened on Monday, August 14 and it is requested that the Council authorize the purchase of a hard disc storage unit from the lowest bidder.

Respectfully submitted,

Capt. Larry D. Hansen
Captain Larry D. Hansen
Patrol Division Commander

RESOLUTION NO. 89-96

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE BID FOR HARD DISC STORAGE DEVICE FOR POLICE DEPARTMENT COMPUTER

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on August 14, 1989 at 11:00 a.m. for the bid for Hard Disc Storage Device For Police Department Computer, described in the specifications therefor approved by the City Council on July 19, 1989; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as follows:

Bidder =====	Amount =====
IBM	\$45,580.00
XL/Systems Support inc.	\$41,000.80

WHEREAS, the City Manager recommends that award of the bid for Hard Disc Storage Device For Police Department Computer, be made to the low bidder, XL/Systems Support, Inc. in the amount of \$41,000.80;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi that award of bid for Hard Disc Storage Device For Police Department Computer be and the same is hereby awarded to XL/Systems Support, Inc., the low bidder, in the amount of \$41,000.80

Dated: August 16, 1989

I hereby certify that Resolution No. 89-96 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 16, 1989 by the following vote:

- Ayes: Council Members - Hinchman, Olson, Pinkerton, Reid and Snider (Mayor)
- Noes: Council Members - None
- Absent: Council Members - None

Alice M. Reimche
Alice M. Reimche
City Clerk



International Business Machines Corporation

81 March Lane
Stockton, CA 95207

August 11, 1989

Mr. Joel Harris
City of Lodi
221 West Pine Street
Lodi, CA 95241-1910

SUBJECT: IBM's Bid Response Addendum

REFERENCE: Notice inviting bid to furnish and install D2K to C2M
upgrade for IBM System/36.

Dear Joel:

Thank you for the opportunity to bid on the City of Lodi S/36 upgrade. Please be aware that our prices include complete installation, a 3 month full **parts** and labor warranty and continuing IBM System Engineering support.

Please allow 2 hours to install the upgrade and be aware backups must be done prior to installation.

If you have any questions regarding IBM's response, please contact Wendy Kurihara at 476-2564. Thank you.

Sincerely,

Wendy M. Kurihara
Marketing Representative

Ralph Clark
Marketing Manager

/plm

8-11-89

P R O P O S A L

ONE (1) D2K TO D2M IDP5/36
HARD DISK STORAGE UPGRADE
FROM 716MB TO 1.4GB,
DELIVERED \$ 43,000.00

6% CALIFORNIA SALES TAX \$ 2,580.00

INSTALLATION. \$ -0-

TOTAL AMOUNT OF BID \$ 45,580.00

TERMS: See attached "Terms & Conditions" document.

ESTIMATED DATE OF DELIVERY AND INSTALLATION: * DAYS AFTER
RECEIPT OF ORDER.

SERVICE CENTER LOCATION: 81 West March Lane
Stockton, CA 95207

GUARANTEED RESPONSE TIME: ** HOURS.

* The current delivery schedule for the S/36 hardware upgrade for the City of Lodi is currently at Mid-November. This may improve. A firm delivery date will be quoted upon receipt of a purchase order.

** See attached "Service Provisions" document.

It is understood and agreed that if this Proposal is accepted, the price quoted above is inclusive of sales or use taxes, or similar tax now imposed by Federal, State, or other governmental agency upon the material specified.

The undersigned has checked carefully all the above figures and understands that the City and its officers and employees will not be responsible for any errors or omissions on the part of the undersigned in completing this bid.

The undersigned, as bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals is or are named herein and that no persons or firms other than herein mentioned have any interest in this proposal, that his proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

This bid may be withdrawn by the written request of an authorized representative of the bidding company at any time prior to the scheduled time for the opening of bids or prior to any authorized postponement thereof.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed or delivered:

Name of Company IBM Corporation
Address 81 West March Lane
City, State, Zip Stockton, CA 95207
Phone No. 209 476-2543
Authorized Signature _____
Title Marketing Manager
Dated 8-11-89

8-11-80

SERVICE PROVISIONS

IBM has a service location located locally in Stockton, CA at 81 West Harch Lane. Warranty/Maintenance coverage is available **24** hours/day **7** days/week. Our objective is to call our customer within one hour from receipt of a service call and to be on-site within two hours. Service calls are placed through a central 800 number. In Stockton, we have 10 technicians with an average of **23** years of IBH experience and we maintain an availability of 80%. That is, 8 of 10 persons are on call at all times. IBN also retains a supply of commonly used parts here in Stockton. In the event of an emergency, parts are airborne or trucked from our San Hato, CA parts center.

8-11-89
TERMS AND CONDITIONS

The terms and conditions of IBM's current Purchase Agreement apply to this proposal.

The recommendations for equipment, programs and services contained in this proposal are estimates based on the data you have furnished us on our observations. While we believe our estimates to be sound, the degree of success with which equipment, programs and services can be applied to data processing is dependent on many factors, many of which are not under IBM's control. Therefore, our estimates as to the results to be obtained must not be regarded as express or implied warranties.

Successful application, operation, and management of IBM products and services are the responsibility of the user. Examples of these responsibilities are: confirming the validity of the proposed equipment and programs; developing appropriate systems procedures; incorporating protective measures to safeguard the data from unauthorized modification, destruction or disclosure; incorporate in the application design sufficient checkpoints, balances and controls necessary to satisfy accuracy, restart and audit requirements; establishing adequate backup contingency plans; preparing adequate documentation; and providing qualified personnel to obtain the desired results. IBM's responsibilities are set forth in the various IBM agreements executed, or to be executed, by both parties. In no event shall IBM have any liability for consequential damages.

This proposal shall expire three months from its date unless extended by IBM in writing.

The prices stated are for information only and are subject to change. Applicable taxes are not shown. Purchase of IBM machines will be by agreement subsequently signed by the purchaser and IBM, with the prices governed by the price protection provisions therein. Lease or rental of IBM machines will be by agreement signed by the Customer and IBM either prior to or subsequent to this date.

Information Bulletin for Customers

Document of Understanding

Customer Responsibility

Specifically, it is the customer's responsibility to

- Determine the economic justification for the proposed use of IBM equipment and validate any data concerning economic justification prepared by IBM.
- Validate application plans proposed by IBM, including equipment configurations, systems design, procedures and forms.
- Incorporate in the application design and operational procedures, sufficient check points, balances, and controls necessary to satisfy accuracy, restart, and audit requirements.
- Establish any protective measures that may be appropriate to safeguard the privacy of data or meet security requirements.
- Determine that the appropriate personnel are adequately trained in the operation and use of the equipment.
- Select the programming to be used and/or determine the utility of any available pre-written programs.
- Write and test the necessary programs, or make and test modifications to programs obtained from IBM or other sources.
- Prepare adequate documentation of the programs and operating procedures.
- Establish adequate back-up plans based on alternate procedures and/or partial on-site duplication of critical machines and/or off-site reciprocal arrangements for equipment with appropriate specifications. This includes back-up procedures for programs, control language and data files.
- Provide a suitable environment for installation of machines, as specified by IBM.
- Follow the Customer Set-up (CSU) and checkout procedures prior to initial use of CSU machines or when they are relocated. Selected IEM machines are designed to be set up and relocated by the customer. The complete set-up process consists of two steps: physical set-up and checkout. Once the machines are unpacked and placed in position, persons capable of operating the machines should be able to set them up and check them out. Tools are not required. IBM will inform the customer as to which machines are designated as Customer Set-Up (CSU). Instructions describing the process will be provided for each CSU machine. If the Customer requests that an IBM service representative perform the customer's set-up and checkout responsibilities, service will be provided at IBM's then applicable hourly service rates and minimum charges. When an IBM lease or rental CSU machine is discontinued, the customer will disconnect, pack and move the machine to their shipping dock. The normal written notice of discontinuance is required.
- Install the initial and updated release of IBM programming. Installation assistance may be provided to the customer at the applicable hourly service rates and minimum charges.
- Create master files; design forms, logs, and journals, and provide for data entry.
- Operate the equipment
- Abide by any End User Certification applicable to machines purchased directly from IBM.

Third-Party Contracting Responsibilities

In the event that a customer elects to have any of its responsibilities discharged by a third party, it will be the customer's responsibility to evaluate, select, and negotiate acceptable terms of agreement with the non-IBM firms or individuals. IBM is not a party to such arrangements and therefore cannot in any way be responsible for the results achieved or the schedule of completion. IBM does not make any warranty, express or implied, as to the quality, completeness, or fitness for the purposes intended of the services or products obtained from third parties. The customer's contractual relationship with IBM is independent of and unaffected by any relationship the customer may choose to establish with a third party.

IBM does not assume responsibility for any damages, including but not limited to consequential damages, the Customer may suffer which result from the customer's failure to assume its responsibilities or which result from acts or omissions of non-IBM firms or individuals.

IBM Responsibilities

Specifically, it is IBM's responsibility to

- Provide the IBM equipment and programs ordered from IBM.
- Provide guidance in the use of IBM's equipment and related IBM products, systems and applications planning, and testing.
- Provide guidance in the physical installation planning for site preparation.
- Make available the necessary education for your personnel. IBM has established classes and self-study courses for the executives as well as the operator and installation supervisor.
- Make available services for the purpose of maintaining your IBM machines, so long as these services are generally available.
- Make available Program Service for those products for which such service is specified as available in the Supplement to Agreement for IBM Licensed Programs, subject to availability of resources.

Note: Some of the above services are available on a fee basis.

P R O P O S A L

ONE (1) D2K TO D2M IBM 5/36 HARD DISK STORAGE UPGRADE FROM 716MB TO 1.4GB, DELIVERED.	\$ <u>38,680.00</u>
6% CALIFORNIA SALES TAX	\$ <u>2,320.80</u>
INSTALLATION.	\$ <u>0</u>
 TOTAL AMOUNT OF BID	 \$ <u>41,000.80</u>

TERMS: NET 30

ESTIMATED DATE OF DELIVERY AND INSTALLATION: *60 DAYS AFTER
RECEIPT OF ORDER.

SERVICE CENTER LOCATION: 3050 Beacon Blvd. Suite 203
West Sacramento, CA 95691

GUARANTEED RESPONSE TIME: 3 HOURS.

* Customer demand for 358MB Disk Drives are very high. This date of delivery can vary until a firm order is placed.

It is understood and agreed that if this Proposal is accepted, the price quoted above is inclusive of sales or use taxes, or similar tax now imposed by Federal, State, or other governmental agency upon the material specified.

The undersigned has checked carefully all the above figures and understands that the City and its officers and employees will not be responsible for any errors or omissions on the part of the undersigned in completing this bid.

The undersigned, as bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals is or are named herein and that no persons or firms other than herein mentioned have any interest in this proposal, that his proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

This bid may be withdrawn by the written request of an authorized representative of the bidding company at any time prior to the scheduled time for the opening of bids or prior to any authorized postponement thereof.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed or delivered:

Name of Company XL/SYSTEMS SUPPORT INC.

Address 3050 Beacon Blvd. Suite 203

City, State, Zip West Sacramento, CA 95691

Phone No. 916 483-9507

Authorized Signature

Title

Dated

8/7/89