

INVITATION TO BID STATE OF TENNESSEE DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION		BIDS WILL BE PUBLICLY OPENED: SEP 19, 2007 1:00 PM																												
VENDOR NO : SOLICITATION : 2057000 SWC: 309 OPENING : SEP 19, 2007 1:00 PM SSAN/EIN: NAME: ADDRESS: ADDRESS: CITY: ST: ZIP:		RETURN IN SEALED ENVELOPE TO: DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION 3RD FLOOR TENNESSEE TOWER 312 EIGHTH AVENUE NORTH NASHVILLE TN 37243-0557																												
<--FOLD HERE		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">NUMBER</td> <td>: 2057000</td> </tr> <tr> <td>BUYER</td> <td>: CLYDE HICKS</td> </tr> <tr> <td>BUYER PHONE</td> <td>: (615)741-2026</td> </tr> <tr> <td>SWC NUMBER</td> <td>: 309</td> </tr> <tr> <td>DATE ISSUED</td> <td>: 08/23/07</td> </tr> <tr> <td>VENDOR NUMBER</td> <td>:</td> </tr> <tr> <td>VENDOR PHONE</td> <td>:</td> </tr> <tr> <td>FEIN/SSN</td> <td>:</td> </tr> <tr> <td>REQ AGENCY</td> <td>: 32110</td> </tr> <tr> <td></td> <td>DEPARTMENT OF GENERAL SERVICES</td> </tr> <tr> <td>AGENCY REQ NO.</td> <td>:</td> </tr> <tr> <td>TOPS REQ NO.</td> <td>: 1062001</td> </tr> <tr> <td>EFFECTIVE DATE</td> <td>: 12/01/07</td> </tr> <tr> <td>EXPIRATION DATE</td> <td>: 11/30/08</td> </tr> </table>	NUMBER	: 2057000	BUYER	: CLYDE HICKS	BUYER PHONE	: (615)741-2026	SWC NUMBER	: 309	DATE ISSUED	: 08/23/07	VENDOR NUMBER	:	VENDOR PHONE	:	FEIN/SSN	:	REQ AGENCY	: 32110		DEPARTMENT OF GENERAL SERVICES	AGENCY REQ NO.	:	TOPS REQ NO.	: 1062001	EFFECTIVE DATE	: 12/01/07	EXPIRATION DATE	: 11/30/08
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ENTERPRISE SERVER, ETC. HARDWARE/SOFT-WARE ACQUISITION, MAINTENANCE, SUPPORT																														
INSTRUCTIONS TO BIDDERS FOR COMPLETING THIS FORM 1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK ON THE PRICE SHEET PROVIDED. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES MUST BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK IN 23 BELOW. FAILURE TO DO SO WILL CAUSE REJECTION OF YOUR BID. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. 5. AMOUNT OF BID BOND \$ 100000.00 OR % OF YOUR BID. 6. AMOUNT OF PERFORMANCE BOND \$ 2000000.00 OR % OF THE AWARD AMOUNT. 7. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE. 8. REFERENCE: N/A N/A 9. REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN DOCUMENT. 10. EVALUATIONS SHOULD BE COMPLETED ON 09/26/07 AT 2:00 PM.																														
TO BE COMPLETED BY VENDOR 11. ____ NO BID AT THIS TIME. PLEASE RETAIN ON BID LIST. ____ PLEASE REMOVE FROM THIS COMMODITY CODE. 12. ____ DELIVERY WILL BE MADE THIS NUMBER OF DAYS AFTER RECEIPT OF PURCHASE ORDER. 13. ____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. PAYMENT TERMS FOR LESS THAN THIRTY (30) DAYS WILL NOT BE CONSIDERED IN EVALUATION PROCESS. 14. ____ BID OFFER EXPIRES IN THIS NUMBER OF DAYS FROM THE BID OPENING. 15. ____ BID BOND ATTACHED, BOND NUMBER _____, IF REQUIRED. 16. ____ YOUR BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON YOUR CONTRACT OR PURCHASE ORDER). 17. ____ CHECK HERE IF A SUBCONTRACTOR WILL BE USED. IT IS UNDERSTOOD AND AGREED THAT NO CONTRACT MAY BE ASSIGNED, SUBLET, OR TRANSFERRED WITHOUT THE WRITTEN CONSENT OF THE DEPUTY COMMISSIONER, DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION. PLEASE PROVIDE YOUR EMAIL ADDRESS. EMAIL SOLICITATION NOTIFICATION IS PLANNED FOR THE FUTURE. _____																														
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18. I (WE) AGREE TO STRICTLY ABIDE BY ALL THE STATUTES AND TERMS CONTAINED IN THE RULES OF THE DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION WHICH ARE BY REFERENCE MADE A PART HEREOF, IN ADDITION TO THE SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS EMBODIED IN THIS INVITATION TO BID. 19. IMPORTANT: BY SIGNING THE BID IN 23 BELOW, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID MUST BE MANUALLY SIGNED IN INK IN 23 BELOW. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITER.																														
20. VENDOR PHONE NUMBER	21. TITLE	22. DATE																												
23. SIGNATURE OF BIDDER (MUST BE SIGNED) ALL UNIT PRICE CORRECTIONS HAVE BEEN INITIALED																														

STANDARD TERMS AND CONDITIONS	INVITATION TO BID	
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24. State statutes require that all bidders be registered prior to the issuance of a purchase order. For registration information, contact the Purchasing Division, phone number (615) 741-6875.
25. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (we) have set prices in our offering.
26. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Department of General Services, Purchasing Division, and subject to the terms and conditions of such acceptance, will constitute a valid binding contract between the State of Tennessee and the Vendor/Contractor (bidder) submitting such offering.
27. By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all State Specifications covering such items. I (We) further agree, if awarded a contract as a result of this bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.
28. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Deputy Commissioner, Department of General Services.
29. The inclusion in any bid of a limitation of remedies clause or a limitation of liabilities clause shall be cause for rejection except in bids for telecommunications and information technology goods and services. Pursuant to Tennessee Code Annotated 12-3-315(d), if a limitation of liability is included in the bid for telecommunications and information technology goods and services it can be for not less than two (2) times the value of the contract and it shall not apply to intentional torts, criminal acts, fraudulent conduct or acts or omissions that result in personal injuries or death. Provided, however, if the commissioner determines that it is necessary to protect the interest of the state, the commissioner may petition the board of standards to approve contractor liability in excess of two (2) times the value of the contract. If the board agrees with the commissioner, it may approve such a higher liability amount.
30. All bidders have the right to inspect the bid file, prior to award, upon completion of the Purchasing Agent's evaluation. Interested bidders should contact the Purchasing Agent by the date and time stated in line 10 on the face of this document to schedule an appointment to inspect the bid file. Upon request, a reasonable opportunity to inspect the bid file will be provided to the bidder, not to exceed two working days. If there is no request to inspect the bid file by the date and time indicated, the Purchasing Agent will proceed with the award.
31. Bid mailing instructions, special envelopes or labels are furnished with this bid invitation, and it is imperative that bids be returned in this envelope or with the label completely filled in. If the special envelope is not used or if express mail is used, each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable solicitation number and the bid opening date. Failure to comply will result in the rejection of your bid. Bids mailed for Overnight/Express delivery should be mailed in a sealed envelope to the following address:
Department of General Services
Purchasing Division
3rd Floor Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-0557
32. Failure to respond to three (3) consecutive mailed Invitations to Bid on a particular qualified vendor list may result in removal from that list.
33. Subject to paragraph 29, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

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34. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible for its performance, and that the officers and employees of the Department of General Services, Purchasing Division, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.
35. A bid must be received in the Purchasing Division's office on or before the date and hour designated for the bid opening or the bid will be rejected.
36. The Purchasing Division may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, errors in the Invitation to Bid, cessation of need, unavailability of funds, or any other reason approved by the Board of Standards. The Board of Standards may authorize rejection for failure to secure adequate competition. If an ITB is to be re-advertised, all prior bids shall remain closed to inspection until the evaluation of the re-advertisement is complete.
37. All present and former employees or officials of the State are referred to Tennessee Code Annotated Sec. 12-4-103.
38. Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-bid conference or other scheduled function should contact the Purchasing Division to discuss any auxiliary aids or services needed to facilitate such participation. Such contact may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Purchasing Division to provide such aid or service.
39. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the Contractor. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.
- NOTE: Visitor access to the William R. Snodgrass Building is from the Seventh Avenue North entrance. Individuals with disabilities may access from the Eighth Avenue entrance. (Ref. No. 38)
40. TAXES
- Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn.Code Ann. §67-6-329(a)(13), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. §67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.
- State agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration, the agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.
41. Exceptions to terms and conditions and/or those proposed by the bidder which may vary from the invitation to bid may render the bid unresponsive and subject the bid to rejection.
42. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with receiving agency's prior authorization.
43. All products, material, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the bid opening, unless otherwise stated in this solicitation.
44. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on MSDSSEARCH, a bidder shall include the

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manufacturer's universal resource locator (URL) for its MSDS in the solicitation.

For purposes of this MSDS requirement, the Department of General Services recognizes the following URL for national MSDS search repository: MSDS-SEARCH, which can be accessed on the Internet at:

<http://www.msdssearch.com>.

45. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
 - a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
46. VENDOR RESPONSIBILITY: Within the past five years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:

ANSWER ALL QUESTIONS: If "yes", describe using additional pages.

 - A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under local, state or federal law?

___ Yes ___ No
 - B. a federal, state, or local government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement?

___ Yes ___ No

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C. any federal or state determination of a violation of any public works law or regulation, or labor law or regulation, or HIPAA, or any OSHA violation deemed "serious or willful?"

___ Yes ___ No

D. a federal, state, or local government suspension or revocation of any occupational or professional license, certificate, registration or permit, or the voluntary surrender of same in connection with any governmental disciplinary action, or the governmental imposition of a civil penalty or fine?

___ Yes ___ No

NOTE: Internet advertisements: All solicitations, recent bid tabulations and awards are advertised on our web page located at www.tennessee.gov/general/serv/purchasing.

EFFORTS TO ACHIEVE DIVERSITY BUSINESS ENTERPRISE PARTICIPATION

The Governor, in an effort to expand economic opportunities for small businesses and businesses owned by minorities and women in Tennessee, issued Executive Order Number 14 on December 8, 2003, which created the Governor's Office of Diversity Business Enterprise (Go-DBE). In 2004, to further facilitate the State's efforts to promote greater participation by minority owned, woman owned and small businesses in its procurement and contracting opportunities, the General Assembly passed legislation amending Tennessee Code Annotated 12-3-801 through 808 establishing the "Tennessee Minority Owned, Woman Owned and Small Business Procurement and Contracting Act." To coordinate this effort, Go-DBE and the Department of General Services' Purchasing Division have implemented the following procedure:

The vendor or prime contractor should contact appropriate sources within its geographic area to identify qualified minority owned, woman owned and small businesses for this purpose. If needed, the Governor's Office of Diversity Business Enterprise can provide a list of minority owned, woman owned and small businesses who provide an array of services or a vendor may advertise in a newspaper with one or more wide-circulation publications to enhance the solicitation of proposals from minority owned, woman owned and small businesses.

To assist you in your efforts to seek and solicit the participation of minority owned, women owned or small businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <http://www.tennessee.gov/businessopp/regdivcomp.html>; or by calling the Governor's Office of Diversity Business Enterprise toll free at 866-894-5026. If you are currently utilizing a minority owned, woman owned or small business that is not listed in the State's directory, please provide its company name, address and telephone number in the space provided below. We will assist them in registering with the Governor's Office of Diversity Business Enterprise.

Please complete the attached form below and include all pertinent documentation regarding your company's efforts to achieve diversity business participation. This information must be submitted with bid document and monthly thereafter until a reasonable level of diversity business participation is achieved.

GOOD FAITH EFFORTS UNDERTAKEN BUT NOT LIMITED TO THE FOLLOWING ACTIONS (PROVIDE SPECIFIC DOCUMENTATION FOR EACH EFFORT CHECKED)

- 1) ___ Contacted diversity businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on the Go-DBE Directory. (Provide a list of minority, women, and small businesses contacted. Indicate whether diversity business responded or followed up to your solicitation request.)
- 2) ___ Make the specifications and requirements of this procurement available for review by prospective diversity businesses at least 10 days before the bid or proposals are due.
- 3) ___ If possible, breaking down or combining elements of work into economically feasible units to facilitate diversity business participation.

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- 4) _____Work with minority, women and small business trades, community organizations, or minority, women or small business organizations identified by Go-DBE to obtain diversity businesses participation, whenever possible.
- 5) _____If possible, provide assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for diversity business subcontractors.
- 6) _____Negotiate in good faith with interested diversity businesses and not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a diversity business based on lack of qualification should have the reasons documented in writing.
- 7) _____If possible, provide assistance to an otherwise qualified diversity business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted diversity businesses in obtaining the same unit pricing with the bidder's suppliers in order to help diversity businesses in establishing credit.
- 8) _____If possible, negotiate joint venture and partnership arrangements with diversity businesses in order to increase opportunities for diversity business participation on this procurement.
- 9) _____If possible, provide quick pay agreements and policies to enable diversity businesses and suppliers to meet cash-flow demands.
- 10) _____Other effort. (Please provide details of efforts made to obtain diversity participation on the procurement.)

SECTION 1 - MBE INFORMATION: In order to achieve the Diversity Business participation, certified **MINORITY-OWNED, WOMEN-OWNED AND SMALL-OWNED BUSINESSES** are expected to participate in the following manner.

MBE/WBE/SBE Firm	Description of Work (MBE/WBE/SBE)	Projected Contract Amount and Award Date	Contract Schedule Start Date	Contract Payment Schedule	Project Completion Date
Name: Address: City: State/Zip Code: Telephone No.:		\$ Date:			
Name: Address: City: State/Zip Code: Telephone No.:		\$ Date:			
Name: Address: City: State/Zip Code: Telephone No.:		\$ Date:			

CONSULTANT/CONTRACTOR DETAILED MBE/WBE/SBE UTILIZATION PLAN

Consultant/Contractor Name:		
Invitation to Bid/Contract Number:		Bid Date:
Address:	City:	State: Zip Code:
Official Authorized Signature:		Title:
Project Owner Name:		Project No.:
Address:	City:	State: Zip Code:
Authorized Representative:		Title:
Contract Description: (Brief Description of Project)		

PROJECTED MBE/WBE/SBE BID SUMMARY

	%	Amount		Amount
1. Total Dollar Value of the Prime Contract	100%	\$	5. Total MBE Dollar Amount Met	\$
2. MBE Goal Applied to the Contract	_____%	\$	6. Total WBE Dollar Amount Met	\$
3. WBE Goal Applied to the Contract	_____%	\$	7. Total MBE Dollar Amount Unmet	\$
4. MBE/WBE Combined Totals	_____%	\$	8. Total WBE Dollar Amount Unmet	\$

Go-DBE PROGRAM USE ONLY

		Date Approved	Date Disapproved	Initials
MBE(%)	EEO-Minorities (%)			
WBE(%)	EEO-Female (%)			

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1 THIS SOLICITATION IS COMPOSED OF THE FOLLOWING SEVEN PARTS:

- 1). THE ITB, WHICH IS ISSUED ON PAPER, AND WHICH MUST BE COMPLETED AND RETURNED WITH THE BID.
- 2). THE PERFORMANCE REQUIREMENTS, A DOCUMENT ISSUED ON CD, WHICH MUST BE RETURNED IN PAPER FORM, WITH ALL ATTACHMENTS COMPLETED ACCORDING TO THE INSTRUCTIONS CONTAINED IN THE PERFORMANCE REQUIREMENTS DOCUMENT, WITH THE BID.
- 3). THE INSTRUCTIONS FOR COMPLETING THE SPECIFICATION/CHECKSHEETS AND THE INSTRUCTIONS FOR COMPLETING THE EVALUATION MODELS, ISSUED AS ONE DOCUMENT ON CD.
- 4). SPECIFICATION/CHECKSHEETS, WHICH ARE MICROSOFT EXCEL SPREADSHEETS (WITH MULTIPLE TABS PER SPREADSHEET), ISSUED ON CD, WHICH MUST BE COMPLETED ACCORDING TO THE INSTRUCTIONS AND RETURNED IN PAPER FORM WITH THE BID TO ALLOW THE STATE TO PERFORM CERTIFICATION OF THE EQUIPMENT BID AGAINST THE SPECIFICATIONS PUBLISHED IN THE ITB. TECHNICAL DOCUMENTATION, AS DESCRIBED IN THE INSTRUCTIONS, SUPPORTING THE INFORMATION ENTERED IN THE SPECIFICATION/CHECKSHEETS MUST ALSO BE RETURNED IN PAPER FORM WITH THE BID.
- 5). THE EVALUATION MODEL, WHICH IS A MICROSOFT EXCEL SPREADSHEET (WITH MULTIPLE TABS PER SPREADSHEET) ISSUED ON CD, WHICH MUST BE COMPLETED ACCORDING TO THE INSTRUCTIONS AND RETURNED IN PAPER FORM WITH THE BID, TO ALLOW THE STATE TO EVALUATE THE BID AND TO DETERMINE THE LOW BIDDER.
- 6). TECHNICAL REQUIREMENTS, A DOCUMENT ISSUED ON CD, WHICH MUST BE REFERENCED IN THE SPECIFICATION/CHECKSHEETS, AS DESCRIBED IN THE INSTRUCTIONS FOR COMPLETING THE SPECIFICATION/CHECKSHEETS, AND
- 7). INFORMATIONAL REQUIREMENTS, A DOCUMENT ISSUED ON CD, WHICH MUST BE RETURNED IN PAPER FORM BY THE SUCCESSFUL BIDDER, WITH ALL ATTACHMENTS COMPLETED, AFTER AWARD.

2 PURPOSE OF INVITATION TO BID / SOURCE OF SUPPLY CONTRACT

THE PURPOSE OF THIS INVITATION TO BID (ITB) IS TO ESTABLISH A RESTRICTED STATEWIDE CONTRACT TO SUPPLY TO THE OFFICE FOR INFORMATION RESOURCES (OIR), DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF TENNESSEE, THE PRODUCTS AND SERVICES DESCRIBED IN #S 2.1 THROUGH 2.19 BELOW. THESE PRODUCTS AND SERVICES ARE REFERENCED IN THIS ITB IN RELATIONSHIP TO TWO 'TYPES' OF ENTERPRISE-LEVEL SERVERS: SUN SPARC-PROCESSOR BASED SERVERS ('TYPE I' SERVERS) AND SUN AMD 64-BIT-PROCESSOR BASED SERVERS ('TYPE II' SERVERS). ONLY SERVERS MEETING THESE DESCRIPTIONS, MEETING OR EXCEEDING ALL SPECIFICATIONS AND

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TECHNICAL REQUIREMENTS CONTAINED IN THIS ITB, AND MARKETING BY SUN MAY BE BID IN RESPONSE TO THE ITB.

ITEMS #S 2.1 - 2.3, IMMEDIATELY FOLLOWING, DESCRIBE THE PURPOSE OF THE ITB WITH RESPECT TO THE STATE'S EXISTING SUN SPARC PROCESSOR-RELATED ('TYPE I') SERVER ENVIRONMENT/INFRASTRUCTURE AND THE STATE'S EXISTING SUN AMD 64-BIT PROCESSOR-RELATED ('TYPE II') SERVER ENVIRONMENT/INFRASTRUCTURE, AS ACQUIRED FROM SOURCES OTHER THAN THE CONTRACT RESULTING FROM THIS ITB. IN THIS RESPECT, THE CONTRACT WILL PROVIDE:

2.1. ADDITIONAL HARDWARE AND SOFTWARE ITEMS, COMPONENTS, FEATURES, CAPABILITIES, ETC., INCLUDING MAINTENANCE FOR THESE ITEMS, REQUIRED THROUGHOUT THE TERM OF THE CONTRACT, INCLUDING EXTENSIONS THEREOF, TO MAINTAIN, EXPAND, UPDATE, AND ENHANCE THE STATE'S EXISTING 'TYPE I' SERVER AND 'TYPE II' SERVER ENTERPRISE SERVER/STORAGE/COMMUNICATIONS ENVIRONMENT/INFRASTRUCTURE, AS THIS ENVIRONMENT/INFRASTRUCTURE IS DESCRIBED IN ITB ATTACHMENT B, AND AS THIS ENVIRONMENT/INFRASTRUCTURE EVOLVES DURING THE TERM OF THE CONTRACT, INCLUDING EXTENSIONS THEREOF.

2.2. ADDITIONAL HARDWARE AND SOFTWARE ITEMS, COMPONENTS, FEATURES, CAPABILITIES, ETC., INCLUDING MAINTENANCE FOR THESE ITEMS, REQUIRED THROUGHOUT THE TERM OF THE CONTRACT, INCLUDING EXTENSIONS THEREOF, TO MAINTAIN, EXPAND, UPDATE, AND ENHANCE THE HARDWARE AND SOFTWARE INTEGRATED INTO, ATTACHED TO, AND/OR INTEROPERATING WITH/SUPPORTING THE STATE'S EXISTING 'TYPE I' SERVER AND 'TYPE II' SERVER ENTERPRISE SERVER/STORAGE/COMMUNICATIONS ENVIRONMENT/INFRASTRUCTURE, AS THIS ENVIRONMENT/INFRASTRUCTURE IS DESCRIBED IN ITB ATTACHMENT B, AND AS THIS ENVIRONMENT/INFRASTRUCTURE EVOLVES DURING THE TERM OF THE CONTRACT, INCLUDING EXTENSIONS THEREOF.

2.3. COMPREHENSIVE CONFIGURATION, SUPPORT, TRAINING, MANAGEMENT, MAINTENANCE, AND OTHER RELATED SERVICES, EXTENDING THROUGHOUT THE TERM OF THE CONTRACT, INCLUDING EXTENSIONS THEREOF, TO ENHANCE THE USABILITY TO THE STATE OF THE ITEMS DESCRIBED IN SECTIONS 2.1. AND 2.2., IMMEDIATELY ABOVE. THE DESCRIPTIONS IN SOME ITB PRICE SHEET LINES FOR SERVICES CONTAIN CERTAIN RESTRICTIONS ON THE PROVIDERS OF THESE SERVICES.

ITEMS #S 2.4 - 2.19, IMMEDIATELY FOLLOWING, DESCRIBE THE PURPOSE OF THE ITB WITH RESPECT TO THE STATE'S FUTURE SUN SPARC PROCESSOR-RELATED ('TYPE I') SERVER ENVIRONMENT/INFRASTRUCTURE AND THE STATE'S FUTURE SUN AMD 64 BIT PROCESSOR-RELATED ('TYPE II') SERVER ENVIRONMENT/INFRASTRUCTURE, AS ACQUIRED FROM THE CONTRACT RESULTING FROM THIS ITB. IN THIS RESPECT, THE CONTRACT WILL PROVIDE:

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2.4. CONFIGURED 'TYPE I' SERVER AND 'TYPE II' SERVER, BLADE SERVER, WORKSTATION, AND THIN CLIENT SYSTEMS AND SERVER APPLIANCES AND RELATED SYSTEMS AND APPLIANCES THAT MEET THE NEEDS OF OIR (AS OIR MAKES THIS ENTERPRISE SERVER, ETC.-RELATED ENVIRONMENT/INFRASTRUCTURE AVAILABLE TO STATE AGENCIES AND MANAGES THIS ENVIRONMENT/INFRASTRUCTURE) AND THAT PROVIDE CURRENT TECHNOLOGY AS THIS TECHNOLOGY EVOLVES OVER THE TERM OF THE CONTRACT, INCLUDING EXTENSIONS THEREOF.

2.5. CONFIGURED STORAGE, STORAGE AREA NETWORK (SAN), AND BACK-UP SYSTEMS AND INTEGRATED, INTERNAL, AND EXTERNAL COMPONENTS, FIBER AND NON-FIBER SWITCHES AND ASSOCIATED SOFTWARE, OTHER HARDWARE, FEATURES, PERIPHERAL DEVICES, ANCILLARY HARDWARE, FABRIC, AND ASSOCIATED MEDIA TO BE USED WITH AND TO INTEGRATE INTO THIS ENVIRONMENT/INFRASTRUCTURE.

2.6. NETWORKING DEVICES AND INTEGRATED, INTERNAL, AND EXTERNAL COMPONENTS, FIBER AND NON-FIBER SWITCHES AND ASSOCIATED SOFTWARE, OTHER HARDWARE, FEATURES, PERIPHERAL DEVICES, ANCILLARY HARDWARE, FABRIC, AND ASSOCIATED MEDIA TO BE USED WITH AND TO INTEGRATE INTO THIS ENVIRONMENT/INFRASTRUCTURE.

2.7. INTEGRATED, INTERNAL, AND EXTERNAL COMMUNICATIONS INTERFACES, ADAPTERS, MODEMS, AND OTHER CONNECTIONS TO NETWORKS AND TO OTHER ELEMENTS OF THE ENVIRONMENT/INFRASTRUCTURE, INCLUDING FIBER AND NON-FIBER SWITCHES AND ASSOCIATED SOFTWARE, CABLING, AND HOST BUS AND OTHER ADAPTERS, INCLUDING HOST BUS ADAPTERS SUPPORTING HITACHI/SUN 9900 (AND LATER) SERIES SANS, THAT ALLOW THESE SYSTEMS AND APPLIANCES AND OTHER EQUIPMENT TO CONNECT TO AND INTEROPERATE FULLY WITH THE STATE'S THEN-CURRENT NETWORKS, MAINFRAME ENVIRONMENT, AND ENTERPRISE SERVER ENVIRONMENT/INFRASTRUCTURE.

2.8. CABLING, EXTENSIONS, CABLE-MANAGEMENT EQUIPMENT, RACKS, CABINETS, OTHER ENCLOSURES, POWER-MANAGEMENT UNITS, MOUNTING BRACKETS, FACE PLATES AND SIMILAR HARDWARE ASSOCIATED WITH THESE SYSTEMS, APPLIANCES, AND OTHER EQUIPMENT ACQUIRED UNDER THIS CONTRACT AND EQUIPMENT THEN IN USE IN THE STATE'S ENVIRONMENT/INFRASTRUCTURE, AS CONNECTED TO AND/OR USED WITH THESE SYSTEMS AND APPLIANCES AND THIS EQUIPMENT, AS THESE ITEMS ARE REQUIRED FOR FULL FUNCTIONING, INTEROPERABILITY, AND/OR USE OF THESE SYSTEMS AND APPLIANCES AND THIS EQUIPMENT.

2.9. SOFTWARE, INCLUDING OPERATING SYSTEM SOFTWARE, MANAGEMENT SOFTWARE, FABRIC SOFTWARE, AND OTHER SOFTWARE SUPPORTING INTEROPERABILITY WITH THIS ENVIRONMENT/INFRASTRUCTURE, AS THIS SOFTWARE IS PROVIDED WITH OR REQUIRED TO SUPPORT THESE SYSTEMS AND APPLIANCES AND THIS EQUIPMENT, AND UPGRADES TO AND/OR NEW RELEASES OF THIS SOFTWARE; AND SOFTWARE DRIVERS.

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2.10. UPGRADES AND ENHANCEMENTS TO THESE SYSTEMS AND APPLIANCES, THIS EQUIPMENT, AND THIS SOFTWARE AS THE STATE'S ENTERPRISE SERVER ENVIRONMENT/INFRASTRUCTURE NEEDS CHANGE AND/OR AS TECHNOLOGY PROGRESSES.

2.11. FOR EQUIPMENT INSTALLED AT ONE OR MORE DATA CENTERS IN DAVIDSON COUNTY AND/OR A COUNTY CONTIGUOUS TO DAVIDSON COUNTY, FIVE YEARS' (60 MONTHS') ON-SITE PARTS AND LABOR MAINTENANCE PROVIDED AT A 7 X 24 X 365 LEVEL OF SERVICE BY A BADGED EMPLOYEE OF SUN MICROSYSTEMS. FOR EQUIPMENT INSTALLED IN ALL OTHER METROPOLITAN AREAS OF TENNESSEE, FIVE YEARS' (60 MONTHS') ON-SITE PARTS AND LABOR MAINTENANCE PROVIDED AT A 7:00 AM - 4:30 PM WEEKDAYS LEVEL OF SERVICE BY A PERSON CERTIFIED BY SUN MICROSYSTEMS TO PERFORM MAINTENANCE ON SUN SERVERS. WHEN ORDERED BY THE STATE, 7 X 24 X 365 AND 7:00 A.M. - 4:30 P.M. WEEKDAYS ON-SITE PARTS AND LABOR MAINTENANCE MUST EACH ALSO BE AVAILABLE AT THREE-YEAR (36 MONTHS) AND FOUR-YEAR (48 MONTHS) COVERAGE PERIODS.

2.12. 7 X 24 SUPPORT, PROVIDED 365 DAYS PER YEAR BY SUN MICROSYSTEMS, WITHIN THE STATE'S ENVIRONMENT/INFRASTRUCTURE, OF THESE SYSTEMS AND APPLIANCES AND THIS EQUIPMENT AND SOFTWARE.

2.13. SECTION DELETED FROM ITB.

2.14. SECTION DELETED FROM ITB.

2.15. PROFESSIONAL SERVICES FOR SELECTION/DESIGN, INSTALLATION, INTEGRATION, OPTIMIZATION, CLUSTERING, CONFIGURATION, LOAD BALANCING, IMPLEMENTATION, AND SECURITY, WITHIN THE STATE'S ENVIRONMENT/INFRASTRUCTURE, INCLUDING ITS ENTERPRISE/SECURITY/TELECOMMUNICATIONS NETWORKS, INCLUDING HEWLETT-PACKARD OPENVIEW MANAGEMENT SOFTWARE, OF THESE SYSTEMS AND APPLIANCES AND THIS EQUIPMENT AND SOFTWARE. THESE SERVICES MUST BE PROVIDED/PERFORMED BY A BADGED EMPLOYEE OF SUN MICROSYSTEMS.

2.16. PROFESSIONAL SERVICES FOR SELECTION/DESIGN, CONFIGURATION, IMPLEMENTATION, INTEGRATION, AND SECURITY, WITHIN THE STATE'S ENVIRONMENT/INFRASTRUCTURE, OF ITEMS AND CAPABILITIES ACQUIRED FROM THIS CONTRACT WITH EXISTING ELEMENTS IN THE STATE'S ENVIRONMENT/INFRASTRUCTURE, INCLUDING HEWLETT-PACKARD OPENVIEW MANAGEMENT SOFTWARE. THESE SERVICES MUST BE PROVIDED/PERFORMED BY A BADGED EMPLOYEE OF SUN MICROSYSTEMS.

2.17. TRADE-IN, WHEN NOT PROHIBITED BY STATE STATUTE OR REGULATION OR PROCEDURE OR GUIDELINE, OF EXISTING EQUIPMENT AGAINST THE PURCHASE OF ITEMS FROM THIS CONTRACT.

2.18. REMOTE AND ON-SITE TRAINING, INCLUDING PROVISION OF ALL DOCUMENTATION REQUIRED BY THE STATE TO FULLY UTILIZE THIS TRAINING TO MAINTAIN THE EQUIPMENT AND SOFTWARE ACQUIRED UNDER

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THIS CONTRACT.

2.19. ON-SITE EQUIPMENT AND SOFTWARE DEMONSTRATION AND OVERVIEWS.

IN ADDITION TO SUPPLYING THE PRODUCTS AND SERVICES PURCHASED BY THE STATE UNDER THIS CONTRACT, THE BIDDER AND/OR CONTRACTOR AND/OR MANUFACTURER WILL BE REQUIRED TO SECURE EQUIPMENT CERTIFICATION (AT NO EXPENSE TO THE BIDDER/ CONTRACTOR/MANUFACTURER) TO THE STATE'S REQUIREMENTS AND TO PROVIDE THE STATE ON-GOING CONTRACTOR REPORTING ASSOCIATED WITH MEETING ITB REQUIREMENTS. FAILURE BY THE CONTRACTOR TO COMPLY, ON THE SCHEDULES ESTABLISHED BY THE STATE, WITH THESE CERTIFICATION AND REPORTING REQUIREMENTS MAY BE CAUSE FOR CANCELLATION OF THE CONTRACT.

THE SCOPE OF THIS ITB IS CURRENT SUN SPARC PROCESSOR RELATED SERVER, APPLIANCE, AND RELATED EQUIPMENT, SERVICES, AND SOFTWARE TECHNOLOGY AND CURRENT SUN AMD 64-BIT PROCESSOR RELATED SERVER, APPLIANCE, AND RELATED EQUIPMENT, SERVICES, AND SOFTWARE TECHNOLOGY, BOTH MEETING THE THEN-CURRENT NEEDS OF THE STATE, AS THESE TECHNOLOGIES EVOLVE OVER THE TERM OF THE CONTRACT.

MANUFACTURERS MAY ELECT TO BID DIRECTLY IN RESPONSE TO THIS ITB, OR THEY MAY ELECT TO HAVE BIDS FOR THEIR PRODUCTS AND SERVICES SUBMITTED BY THIRD PARTIES.

A TERM CONTRACT MEANS A CONTRACT IN WHICH A SOURCE OR SOURCES OF SUPPLY ARE ESTABLISHED FOR A SPECIFIED PERIOD OF TIME AT AN AGREED-UPON UNIT PRICE(S).

3 BID QUANTITY REQUIREMENTS

BIDDERS ARE REQUIRED TO SUBMIT TWO (2) COMPLETE BIDS TO THE PURCHASING DIVISION, HAVING ONE OF THE TWO MARKED 'ORIGINAL' AND THE SECOND MARKED 'DUPLICATE'. FOR ALL EVALUATION AND/OR CONTRACT MATTERS, THE BIDDER'S 'ORIGINAL' BID WILL GOVERN.

4 TERM OF CONTRACT

THE ANTICIPATED EFFECTIVE DATE AND EXPIRATION DATE OF THE CONTRACT ARE SHOWN ON THE FRONT OF THIS SOLICITATION. IF AWARD HAS NOT BEEN MADE BY THE ANTICIPATED EFFECTIVE DATE, THEN THE CONTRACT SHALL BECOME EFFECTIVE UPON THE DATE THE BID IS ACCEPTED AND THE CONTRACT AWARDED BY THE STATE, AS INDICATED BY THE PURCHASING AGENT'S SIGNATURE ON THE CONTRACT NOTICE OF AWARD (NOTE: THE CHANGE OF EFFECTIVE DATE MAY NOT RESULT IN A CHANGE OF THE ANTICIPATED EXPIRATION DATE.)

RENEWAL OPTIONS: THIS CONTRACT MAY BE RENEWED UPON SATISFACTORY COMPLETION OF THE INITIAL CONTRACT TERM. THE

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STATE RESERVES THE RIGHT TO EXECUTE UP TO 4 OPTIONS TO RENEW THIS CONTRACT ANNUALLY UNDER THE SAME TERMS AND CONDITIONS FOR A PERIOD NOT TO EXCEED 12 MONTHS EACH BY THE STATE. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE STATE'S COMMITMENT IS LIMITED TO A BASE TERM CONTRACT, NOT TO EXCEED TWELVE (12) MONTHS, WHICH IS SUBJECT TO RENEWAL ANNUALLY AT THE STATE'S SOLE OPTION.

IT IS UNDERSTOOD AND AGREED THAT THE STATE RESERVES THE RIGHT TO EXTEND THE TERM CONTRACT PERIOD RESULTING FROM THIS SOLICITATION AN ADDITIONAL PERIOD OF TIME, NOT TO EXCEED 180 DAYS BEYOND THE NORMAL EXPIRATION DATE OF SUCH CONTRACT, UPON MUTUAL WRITTEN AGREEMENT BY BOTH PARTIES, UNDER THE SAME TERMS AND CONDITIONS. PROVIDED, HOWEVER, IN NO EVENT SHALL THE MAXIMUM TERM OF A CONTRACT EXCEED A TOTAL OF SIXTY (60) MONTHS.

ALL TERMS, CONDITIONS, REQUIREMENTS, ETC. CONTAINED IN THE INVITATION TO BID APPLY EQUALLY TO THE ENTIRE TERM(S) OF THE CONTRACT ESTABLISHED UNDER THIS ITB, INCLUDING RENEWALS THEREOF. ALL THEN-CURRENT SPECIFICATIONS AND TECHNICAL REQUIREMENTS APPLY EQUALLY TO THE CONTRACT ESTABLISHED UNDER THIS ITB, WHETHER DURING THE INITIAL BID, DURING AN UPDATE OF THE CONTRACT, OR AT ANY OTHER TIME DURING THE TERM OF THE CONTRACT, INCLUDING RENEWALS THEREOF.

5 VOLUME, MULTI-YEAR

THE TOTAL PURCHASES OF ANY INDIVIDUAL ITEM ON THE CONTRACT ARE NOT KNOWN. THE PURCHASING DIVISION HAS ATTEMPTED TO GIVE AN ACCURATE ESTIMATE OF PROBABLE PURCHASES OF EACH ITEM FROM THE CURRENT CONTRACT PERIOD AND PROJECTED ESTIMATES FOR THE NEW CONTRACT PERIOD. THE PURCHASING DIVISION DOES NOT GUARANTEE THAT THE STATE WILL BUY ANY OR ALL ESTIMATED AMOUNTS OF ANY SPECIFIED ITEM OR ANY TOTAL AMOUNT.

CONTRACTOR WILL ONLY BE PAID ONLY FOR PRODUCTS AND/OR SERVICES RENDERED HEREUNDER PURSUANT TO PURCHASE ORDER RELEASES ISSUED TO CONTRACTOR FROM THE STATE.

1ST 12 MONTHS	\$3,000,000.00
2ND 12 MONTHS	\$5,000,000.00
3RD 12 MONTHS	\$3,000,000.00
4TH 12 MONTHS	\$3,000,000.00
5TH 12 MONTHS	\$3,000,000.00

CURRENT CONTRACT PERIOD: 01/2003 - 01/2007 \$22,378,482.36.

CONTRACTOR IS NOT ENTITLED TO BE PAID THE MAXIMUM LIABILITY FOR ANY ONE YEAR UNDER THE CONTRACT OR ANY EXTENSIONS OF THE CONTRACT FOR PRODUCTS AND/OR SERVICES NOT REQUESTED BY THE STATE.

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MAXIMUM LIABILITY REPRESENTS AVAILABLE FUNDS FOR PAYMENT TO CONTRACTOR AND DOES NOT GUARANTEE PAYMENT OF ANY SUCH FUNDS TO THE CONTRACTOR PER YEAR UNDER THIS CONTRACT UNLESS THE STATE REQUESTS PRODUCTS AND/OR SERVICES AND THE CONTRACTOR PROVIDES SAID PRODUCTS AND/OR PERFORMS SAID SERVICES. THE STATE IS UNDER NO OBLIGATION TO REQUEST PRODUCTS AND/OR SERVICES FROM THE CONTRACTOR IN ANY SPECIFIC DOLLAR AMOUNTS PER YEAR UNDER THIS CONTRACT AND THE STATE MAY NOT REQUEST ANY PRODUCTS AND/OR SERVICES FROM THE CONTRACTOR DURING ANY ONE YEAR PERIOD.

6 BIDS REQUESTED FOR % DISCOUNT FROM/SURCHARGE TO PRICING CATALOG EXTRACT - PRODUCTS AND SERVICES

THE BIDDER IS REQUIRED TO SUBMIT WITH HIS OR HER BID A PRICING CATALOG EXTRACT OR EXTRACTS FOR THE ENTIRE LINE OF SERVER AND SERVER-RELATED PRODUCTS (INCLUDING, FOR EXAMPLE, BUT NOT LIMITED TO, STORAGE PRODUCTS) REFERENCED AND/OR SPECIFIED IN THIS ITB AND SERVICES ASSOCIATED WITH THESE PRODUCTS. THESE EXTRACTS MUST CONTAIN ALL PRODUCTS AND SERVICES, FROM THE MANUFACTURER OR MANUFACTURERS BID, WHICH ARE OFFERED BY THE MANUFACTURER(S) IN THE TYPES OF SERVER AND SERVER-RELATED TECHNOLOGY IDENTIFIED IN THE ITB. EACH ITEM IN THESE TYPES OFFERED BY THE MANUFACTURER AND LISTED IN THESE PRICING CATALOG EXTRACTS MUST CONTAIN A UNIQUE PART NUMBER, A DESCRIPTION, AND A UNIT PRICE.

THE STATE WILL EVALUATE BIDS RECEIVED IN RESPONSE TO THIS ITB ON THE BASIS OF ITEMS BID ON THE ITB EVALUATION MODEL; HOWEVER, ALL ITEMS (WHICH MEET THE REQUIREMENTS PUBLISHED IN THE ITB AND WHICH HAVE BEEN SELECTED BY THE STATE FOR INCLUSION IN THE CONTRACT) IN THE PRICING CATALOG EXTRACT(S) SUBMITTED WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BID WILL BE AVAILABLE ON THE CONTRACT RESULTING FROM THIS ITB. THE ITEMS IN THESE EXTRACTS WHICH ARE BID ON THE EVALUATION MODEL MUST BE IDENTIFIED IN SUCH A WAY AS TO FACILITATE IDENTIFICATION OF THEM AS ITEMS WHICH ARE TO BE EVALUATED DURING THE BID EVALUATION PROCESS. THE PERCENTAGES ENTERED IN THE ITB PRICE SHEET LINES WITH A UNIT OF 'APCAT' (AS PER CATALOG) SHALL BE APPLIED, BY CATEGORY OF PRODUCT OR SERVICE INDICATED IN THE PRICE SHEET LINE, TO THE PRICES FOR PRODUCTS AND SERVICES CONTAINED IN THE PRICING CATALOG EXTRACTS SUBMITTED WITH THE BID OR SUBMITTED TO AND ACCEPTED BY THE STATE DURING THE TERM(S) OF THE CONTRACT RESULTING FROM THIS ITB, INCLUDING RENEWALS THEREOF, TO DETERMINE THE PRICES BID TO THE STATE FOR THESE ITEMS.

A BIDDER IS REQUIRED TO QUOTE A SINGLE PERCENTAGE (%), PLUS (+) OR MINUS (-), PER PRICE SHEET LINE FOR EACH LINE WITH A UNIT OF 'APCAT', APPLYING TO THE PRODUCTS OR SERVICES LISTED IN THE PRICING CATALOG EXTRACT ON WHICH THE BID IS BASED. IF A PLUS (+) OR MINUS (-) APPLYING TO THE PER CENT QUOTED IS NOT DENOTED BY THE BIDDER, IT IS DETERMINED THAT THE PER CENT IS TO BE

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CONSIDERED A PLUS (+). ALL PRODUCTS AND SERVICES ASSOCIATED WITH THESE PRODUCT LINES SUBJECT TO THE SINGLE PERCENTAGE (%) BID SHALL BE CLEARLY DEFINED BY THE BIDDER. NO PART NUMBERS, DESCRIPTIONS OR UNIT PRICES SUBMITTED AS A PART OF ANY BID SHALL BE ALTERED OR AMENDED. NO PRODUCT OR SERVICE CONTAINED IN THIS PRICING CATALOG EXTRACT SUBMITTED AS A PART OF THIS BID SHALL BE ALTERED OR AMENDED.

THE PRICING CATALOG EXTRACT(S) SUBMITTED WILL BE EVALUATED AND MAY BE ACCEPTED IN WHOLE, OR ACCEPTANCE MAY BE LIMITED TO SPECIFIC ITEMS.

ITEMS AND PRICING CONTAINED IN THE AWARDED CONTRACTOR'S PRICING CATALOG EXTRACT(S) WILL BE INCORPORATED INTO THE WEB PAGE FOR THIS CONTRACT PUBLISHED BY THE STATE OF TENNESSEE.

THE PERCENTAGES ENTERED IN PRICE SHEET LINES WITH A UNIT OF 'APCAT' SHALL ALSO BE APPLIED TO THE PRICES CONTAINED IN PRICING CATALOG EXTRACTS FOR PRODUCTS AND SERVICES BID AND/OR OFFERED TO THE STATE DURING UPDATES TO THE CONTRACT ESTABLISHED UNDER THIS ITB, UNLESS CHANGES TO THESE PERCENTAGES THAT MEET THE CRITERIA SET FORTH IN THIS ITB ARE PROPOSED TO AND ACCEPTED BY THE STATE. THESE PERCENTAGES SHALL ALSO BE APPLIED TO THE PRICES OF PRODUCTS AND SERVICES PROPOSED TO THE STATE, AT THE REQUEST OF THE STATE, FOR ADDITION TO THE CONTRACT ESTABLISHED UNDER THIS ITB AND ACCEPTED BY THE STATE.

7 BIDS REQUESTED ON STANDARD STATE SPECIFICATIONS: PRODUCTS AND SERVICES

UNIT PRICE BIDS FOR ITB PRICE SHEET LINES WITH A UNIT OTHER THAN 'APCAT' AND FOR ITEMS IN THE EVALUATION MODEL INCLUDED IN THIS ITB ARE REQUESTED ON PRODUCTS AND SERVICES THAT EQUAL OR EXCEED THE SPECIFICATIONS AND REQUIREMENTS INCLUDED IN THIS ITB. THE ABSENCE OF DETAILED SPECIFICATIONS OR THE OMISSION OF DETAILED DESCRIPTIONS SHALL BE RECOGNIZED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL AND THAT ONLY FIRST QUALITY MATERIALS AND WORKMANSHIP ARE TO BE USED. ALL INTERPRETATIONS OF SPECIFICATIONS SHALL BE MADE FROM THIS STATEMENT. IT IS UNDERSTOOD THAT THE SPECIFICATIONS OR REFERENCES TO AVAILABLE SPECIFICATIONS SHALL BE SUFFICIENT TO MAKE THE TERMS OF SUCH SPECIFICATIONS BINDING ON THE BIDDER/VENDOR/CONTRACTOR. BIDDERS MUST SUBMIT FOR BID EVALUATION APPLICABLE TECHNICAL DOCUMENTATION, TECHNICAL SPECIFICATIONS, AND DESCRIPTIVE LITERATURE COVERING THE PRODUCTS AND SERVICES OFFERED, WHEN APPLICABLE. REFERENCE TO DOCUMENTATION, SPECIFICATIONS, AND OR LITERATURE SUBMITTED PREVIOUSLY WILL NOT SATISFY THIS REQUIREMENT.

8 MAINTENANCE/WARRANTY PERIODS AND REQUIREMENTS

FIVE YEARS' (60 MONTHS') MAINTENANCE, PROVIDING ON-SITE REPAIR AND/OR REPLACEMENT OF EQUIPMENT THAT FAILS OR EXHIBITS

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SUBSTANTIALLY DEGRADED PERFORMANCE AT ANY TIME DURING THE MAINTENANCE PERIOD, MUST BE AVAILABLE UNDER THIS CONTRACT FOR ALL EQUIPMENT ACQUIRED BY THE STATE UNDER THIS CONTRACT.

THE PRICING CATALOG EXTRACT(S) SUBMITTED WITH THE BID MUST CONTAIN PRICING FOR ON-SITE PARTS AND LABOR MAINTENANCE FOR A THREE-YEAR (36 MONTH) PERIOD AT THE 7 X 24 X 365 LEVEL OF SERVICE FOR EACH SUN SERVER SYSTEM AND FOR EACH SUN STORAGE SYSTEM LISTED IN THE ITB EVALUATION MODEL AND FOR EACH HARDWARE ITEM FROM A MANUFACTURER OTHER THAN SUN MICROSYSTEMS LISTED IN THE ITB EVALUATION MODEL. THE COST OF THIS MAINTENANCE MUST BE INCLUDED IN THE PRICES BID FOR EACH OF THESE SERVER SYSTEMS, STORAGE SYSTEMS, AND IN THE PRICES BID FOR HARDWARE ITEMS FROM A MANUFACTURER OTHER THAN SUN. THE COST OF THIS MAINTENANCE FOR ALL NON-SERVER SYSTEM/NON-STORAGE SYSTEM SUN HARDWARE ITEMS MUST (AS IS INDICATED IN THE ITB EVALUATION MODEL) BE INCLUDED IN THE COST OF MAINTENANCE FOR SERVER AND STORAGE SYSTEMS.

PRICING CATALOG EXTRACT(S) SUBMITTED TO THE STATE AFTER AWARD OF THE CONTRACT MUST CONTAIN, FOR EACH ITEM REMAINING ON CONTRACT OR PROPOSED FOR ADDITION TO CONTRACT, PRICING FOR ON-SITE PARTS AND LABOR MAINTENANCE FOR THREE-YEAR (36 MONTH), FOUR-YEAR (48 MONTH), AND FIVE-YEAR (60 MONTH) PERIODS AT THE 7 X 24 X 365 LEVEL OF SERVICE AND AT THE 7:00 A.M. - 4: 30 P.M. WEEKDAYS LEVELS OF SERVICE.

A BIDDER WARRANTS THE SOFTWARE BID AND/OR PROVIDED UNDER THE CONTRACT RESULTING FROM THIS ITB TO BE FREE OF DEFECTS (EXCEPT AS DISCLOSED TO AND ACCEPTED BY THE STATE) FOR THE GREATER OF THE PUBLISHER'S STANDARD WARRANTY FOR THIS SOFTWARE OR NINETY (90) DAYS, EXCEPT AS OTHERWISE SPECIFIED IN THIS ITB.

NO ADDITIONAL COSTS (INCLUDING, BUT NOT LIMITED TO, CHARGES FOR PARTS, LABOR, TRAVEL, OR SHIPPING) ASSOCIATED WITH THE PROVISION (FOR HARDWARE) OF MAINTENANCE OR THE PROVISION (FOR SOFTWARE) OF WARRANTY SHALL BE ALLOWED UNDER THE CONTRACT.

9 SINGLE AWARD

A SINGLE CONTRACT WILL BE AWARDED TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER WHOSE BID MEETS THE REQUIREMENTS AND CRITERIA SET FORTH IN THIS INVITATION TO BID. THE BIDDER MUST BID ALL LINES IN THE PRICE SHEET AND ALL ITEMS IN THE EVALUATION MODEL TO BE CONSIDERED FOR AN AWARD.

WHETHER THE MANUFACTURER IS REPRESENTED IN THE ITEMS BID IN THE EVALUATION MODEL OR NOT, PRODUCTS AND SERVICES FROM ALL MANUFACTURERS REPRESENTED IN THE PRICING CATALOG EXTRACT(S) SUBMITTED WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BID WILL BE AVAILABLE ON CONTRACT, PROVIDED THAT THE MANUFACTURER'S PRODUCTS

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AND/OR SERVICES FALL WITHIN THE SCOPE AND INTENT OF THIS ITB AND HAVE BEEN SELECTED BY THE STATE FOR INCLUSION IN THE CONTRACT.

10 AWARD CRITERIA

A SINGLE AWARD SHALL BE MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, CONSIDERING THE FOLLOWING:

- 1) ABILITY TO PERFORM,
- 2) CONFORMITY TO SPECIFICATIONS AND TECHNICAL REQUIREMENTS,
- 3) CONFORMITY TO PERFORMANCE REQUIREMENTS,
- 4) CERTIFICATION BY THE OFFICE FOR INFORMATION RESOURCES AND/OR THE STATE'S INDEPENDENT CERTIFIER OF PRODUCTS (AND, WHERE DETERMINED BY THE STATE TO BE APPROPRIATE, SERVICES) BID, AND
- 5) EVALUATION MODEL.

11 SERVICE EXPERIENCE, TIME IN BUSINESS

A BIDDER MUST HAVE OCCUPIED A BONA FIDE PLACE OF BUSINESS FOR AT LEAST ONE YEAR WITH SUITABLE EQUIPMENT, SUPPLIES AND A TRAINED STAFF CAPABLE OF PERFORMING THE SERVICES REQUESTED. A BIDDER MUST FURNISH SATISFACTORY EVIDENCE OF SUCCESSFUL COMPLETION OF (OR, DURING AT LEAST A ONE-YEAR PERIOD, FOR EACH CONTRACT, SUCCESSFUL PERFORMANCE UNDER) COMPARABLE CONTRACTS FOR AT LEAST THREE CUSTOMERS WITHIN THE PAST TWO YEARS AND ANY OTHER EVIDENCE REQUIRED AND REQUESTED IN ORDER TO ESTABLISH EVIDENCE OF HIS OR HER ABILITY TO PROVIDE PRODUCTS AND SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INVITATION TO BID. ENTER THE LENGTH OF TIME IN BUSINESS AND EVIDENCE OF COMPLETION OF COMPARABLE CONTRACTS IN THE SPACE PROVIDED BELOW. FAILURE TO PROVIDE AT LEAST THREE COMPARABLE JOB REFERENCES WITH SATISFACTORY QUALITY OF SERVICE MAY RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE AND MAY BE CAUSE FOR REJECTION OF THE BID.

LENGTH OF TIME IN BUSINESS_____

DESCRIPTION OF SERVICES_____

LOCATION_____

1. COMPARABLE CONTRACTS:

NAME/ADDRESS: _____

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CONTACT PERSON: _____

PHONE NUMBER: _____

EMAIL ADDRESS _____

2. COMPARABLE CONTRACTS:

NAME/ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

EMAIL ADDRESS _____

3. COMPARABLE CONTRACTS:

NAME/ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

EMAIL ADDRESS _____

12 EXAMINATION/AUDIT OF BOOKS/RECORDS

THE STATE MAY, AT REASONABLE TIMES, EXAMINE/AUDIT THE BOOKS AND/OR RECORDS OF ANY CONTRACTOR WHERE SUCH BOOKS AND/OR RECORDS RELATE TO THE PERFORMANCE OF ANY CONTRACT OR SUBCONTRACT WITH THE STATE. SUCH BOOKS AND RECORDS SHALL BE KEPT IN CONFORMITY WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AND MAINTAINED BY THE CONTRACTOR OR SUB-CONTRACTOR FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF FINAL PAYMENT UNDER THE CONTRACT OR SUBCONTRACT. SAID EXAMINATION/AUDIT MAY BE PERFORMED AT ANY REASONABLE TIME BY THE PURCHASING DIVISION, THE COMPTROLLER OF THE TREASURY, OR THEIR DULY APPOINTED REPRESENTATIVE(S).

13 INSPECTION

ALL MATERIALS, EQUIPMENT, AND SUPPLIES ARE SUBJECT TO INSPECTION AND TESTING. ITEMS THAT DO NOT MEET SPECIFICATIONS WILL BE REJECTED. FAILURE TO REJECT UPON RECEIPT DOES NOT RELIEVE THE CONTRACTOR OF LIABILITY. WHEN SUBSEQUENT TESTS AFTER RECEIPT ARE CONDUCTED AND WHEN SUCH TESTS REVEAL DAMAGE

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OR FAILURE TO MEET SPECIFICATIONS, THE STATE MAY SEEK DAMAGES REGARDLESS OF WHETHER A PART OR ALL OF THE MERCHANDISE HAS BEEN USED.

14 DELIVERY TIME

ALL ITEMS ORDERED MUST BE DELIVERED WITHIN THIRTY (30) CALENDAR DAYS AFTER RECEIPT OF THE PURCHASE ORDER (ARO). A PENALTY OF 0.005 (ONE HALF OF ONE PER CENT) PER CALENDAR DAY, APPLIED TO ITEMS NOT DELIVERED WITHIN 30 DAYS ARO, SHALL BE ASSESSED BY THE STATE AGAINST ANY CONTRACTOR FOR LATE DELIVERY, EXCEPT WHEN THE STATE DETERMINES THAT, BASED UPON EVIDENCE SUBMITTED TO IT, THE LATE DELIVERY IS A DIRECT RESULT OF A DOCUMENTED INDUSTRY-WIDE CONSTRAINT ON EQUIPMENT AVAILABILITY AND WHEN THE CONTRACTOR ADVISES THE STATE WITHIN FIFTEEN (15) DAYS OF RECEIPT OF THE PURCHASE ORDER THAT THIS INDUSTRY-WIDE CONSTRAINT WILL CAUSE DELIVERY TO BE LATE. THE PERIOD FOR WHICH PENALTIES SHALL BE CALCULATED WILL NOT EXCEED 180 CALENDAR DAYS. THIS PENALTY WILL BE DEDUCTED BY THE ORDERING AGENCY FROM THE TOTAL PURCHASE ORDER AMOUNT DUE THE CONTRACTOR.

PENALTIES FOR LATE DELIVERY, AS DESCRIBED ABOVE, BECOME EFFECTIVE THIRTY (30) DAYS AFTER RECEIPT OF THE PURCHASE ORDER (ARO). ONCE PENALTIES FOR ANY ORDER HAVE ACCRUED MORE THAN 30 DAYS, THE STATE MAY, AT ITS DISCRETION, FIND THE CONTRACTOR IN DEFAULT AND CANCEL THE CONTRACT FOR CAUSE.

SHOULD THE STATE CANCEL THE CONTRACT, THE STATE MAY AWARD A REPLACEMENT CONTRACT TO THE NEXT LOWEST BIDDER BIDDING EQUIPMENT FROM THE MANUFACTURER(S) REPRESENTED ON THE CANCELED CONTRACT IF THE BIDDER AGREES IN WRITING TO EXTEND HIS OR HER PROPOSAL AT THE SAME PERCENTAGES AND AT THE SAME PRICES (FOR SERVICES, AS BID ON LINES IN THE PRICE SHEET LABELED AS OTHER THAN "APCAT") ORIGINALLY BID. IF NO BIDDER AGREES TO EXTEND HIS OR HER PROPOSAL, THE STATE MAY SOLICIT ADDITIONAL BIDS TO MAINTAIN THE ORIGINAL INTENT OF THE INVITATION TO BID.

ALL SERVICES ORDERED OR REQUIRED UNDER THIS CONTRACT MUST BE DELIVERED AND/OR SUPPLIED WITHIN THE TIME FRAMES SPECIFIED IN THIS INVITATION TO BID.

DELIVERY TIME - CATASTROPHIC EVENTS

IF AN EVENT THAT CAUSES SEVERE OR WIDESPREAD DAMAGE TO OR LOSS OF A SIGNIFICANT AMOUNT OF SUN AMD 64-BIT PROCESSOR TYPE SERVER EQUIPMENT IN THE POSSESSION OF THE STATE OCCURS, OR IF AN EVENT THAT CAUSES THIS EQUIPMENT TO BE UNUSABLE BY THE STATE OCCURS, THE STATE MAY ORDER, UNDER 'CATASTROPHIC EVENTS CIRCUMSTANCES,' REPLACEMENT SUN AMD 64-BIT PROCESSOR TYPE SERVERS (INCLUDING RELATED EQUIPMENT) UNDER THE CONTRACT ESTABLISHED UNDER THIS ITB. THE CONTRACTOR IS NOT REQUIRED TO FULFILL THESE ORDERS

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UNDER CATASTROPHIC EVENTS TIMETABLES IF THIS OR ANOTHER EVENT AFFECTS THE MANUFACTURER'S OR THE CONTRACTOR'S SUPPLY CHAIN OR DISTRIBUTION/DELIVERY CHAIN. ALL ITEMS ORDERED UNDER THESE CIRCUMSTANCES MUST BE DELIVERED WITHIN THE GREATER OF THREE (3) BUSINESS DAYS OR FOUR (4) CALENDAR DAYS (EXCLUDING STATE HOLIDAYS) AFTER RECEIPT OF THE PURCHASE ORDER (ARO), EXCEPT THAT NO MORE THAN SIX SERVERS MUST BE DELIVERED WITHIN THESE TIME FRAMES ARO. ORDERS RECEIVED AFTER 2:00 P.M. WILL BE CONSIDERED TO HAVE BEEN RECEIVED THE NEXT BUSINESS DAY. TO MEET THESE STRINGENT DELIVERY REQUIREMENTS, THE CONTRACTOR AND/OR THE MANUFACTURER MUST MEET ALL OF THE REQUIREMENTS CONTAINED IN THE 'DELIVERY OF EQUIPMENT IN RESPONSE TO CATASTROPHIC EVENTS' SECTION (SECTION 16) OF THE PERFORMANCE REQUIREMENTS OF THIS ITB.

15 FREIGHT F.O.B. STATE AND LOCAL GOVERNMENT AGENCIES

ALL QUOTATIONS SHALL BE F.O.B. DESTINATION. THE TERM F.O.B. DESTINATION SHALL MEAN DELIVERED AND UNLOADED ONTO THE RECEIVING DOCK OF ANY STATE AGENCY AND, WHEN APPLICABLE, ANY LOCAL GOVERNMENT AGENCY OR AUTHORIZED CORPORATION WITHIN THE STATE OF TENNESSEE, WITH ALL CHARGES FOR INSURANCE, TRANSPORTATION AND UNLOADING PREPAID BY THE CONTRACTOR.

16 BID OFFER EXPIRATION

ENTER THE EXPIRATION DATE OF YOUR BID OFFER IN THE SPACE PROVIDED ON THE FRONT OF THIS INVITATION. A MINIMUM PERIOD OF 90 DAYS FROM THE CLOSING DATE IS REQUESTED. THE STATE SHALL HAVE 90 DAYS TO ACCEPT THE BID IF A MINIMUM PERIOD IS NOT STATED.

17 PURCHASE ORDER RELEASE (SWC)

ORDERS FOR PRODUCTS AND/OR SERVICES THAT ARE INCLUDED ON STATEWIDE CONTRACTS SHALL BE PREPARED BY AGENCIES ON DEPARTMENTAL PURCHASE ORDERS (FORM P-4) AND FORWARDED DIRECTLY TO THE VENDOR/CONTRACTOR. THESE PURCHASE ORDERS, WHEN RECEIVED BY THE VENDOR/CONTRACTOR, SERVE AS AUTHORIZATION FOR SHIPMENT. ITEMS FROM DIFFERENT CONTRACTS MAY BE COMBINED ON A SINGLE PURCHASE ORDER TO THE SAME VENDOR/CONTRACTOR TO MEET MINIMUM ORDER REQUIREMENTS. LOCAL GOVERNMENT AGENCIES OR AUTHORIZED CORPORATIONS, WHERE APPLICABLE, WILL ISSUE THEIR PURCHASE ORDER RELEASES DIRECTLY TO THE VENDOR/CONTRACTOR(S).

BILLING INSTRUCTIONS

INVOICES ARE TO BE BILLED TO THE ADDRESS SHOWN ON INDIVIDUAL PURCHASE ORDER RELEASES.

PAYMENT

AFTER MERCHANDISE HAS BEEN RECEIVED OR SERVICE HAS BEEN PERFORMED AND INVOICES SUBMITTED TO THE USING AGENCY, IT SHALL

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BE THE RESPONSIBILITY OF THE USING AGENCY TO MAKE PAYMENT. ANY QUESTIONS CONCERNING PAYMENT SHOULD BE ADDRESSED TO THE USING AGENCY LISTED ON THE TOP, RIGHT HAND SIDE OF THE PURCHASE ORDER, NOT TO THE PURCHASING DIVISION.

18 BID PERCENTAGES, FLAT FEES, HOURLY RATES FIXED FOR CONTRACT PERIOD

BID PERCENTAGES, FLAT FEES, AND HOURLY RATES, IF ANY, PER THE PRICE SHEET MUST BE FIXED FOR THE TERM OF THE CONTRACT, UNLESS MODIFIED BY A PROCEDURE SET FORTH IN THIS ITB.

19 REQUESTS FOR PRICE CHANGES BASED ON PRICING CATALOG EXTRACTS

CATALOG PRICES MUST BE FIRM FOR A PERIOD OF 180 DAYS FOLLOWING THE DATE OF AWARD, EXCEPT THAT THE STATE SHALL BE ADVISED OF AND RECEIVE THE BENEFIT OF ANY PRICE DECREASE IN EXCESS OF FIVE (5) PER CENT (%) AUTOMATICALLY. THE CONTRACTOR MUST PROVIDE WRITTEN PRICE REDUCTION INFORMATION WITHIN TEN (10) DAYS OF ITS EFFECTIVE DATE.

WRITTEN REQUESTS FOR PRICE CHANGES ON TERM CONTRACTS BASED ON PRICING CATALOG EXTRACTS MAY BE SUBMITTED IN WRITING AFTER THE FIRM PRICE PERIOD. THE REQUEST MUST INCLUDE COPIES OF OLD AND NEW PRICING CATALOG EXTRACTS THAT REFLECT A CHANGE IN THE CONTRACTOR'S COST AND APPLY TO ALL CUSTOMERS. ALL REQUESTS FOR PRICE INCREASES MUST BE IN WRITING, MUST NOT CONSTITUTE INCREASES IN PROFIT, AND MUST CONTAIN DATA ESTABLISHING OR SUPPORTING THE GENERAL OR INDUSTRY WIDE NATURE OF THE CHANGE.

AT THE OPTION OF THE STATE,

- 1) THE REQUEST MAY BE GRANTED,
- 2) THE CONTRACT MAY BE CANCELLED AND AWARDED TO THE NEXT LOWEST RESPONSIVE AND RESPONSIBLE BIDDER WHOSE BID MEETS THE REQUIREMENTS AND CRITERIA SET FORTH IN THE INVITATION TO BID,
- 3) THE COMMODITY/SERVICE MAY BE READVERTISED FOR AWARD AND SUBSEQUENT CANCELLATION, OR
- 4) THE CONTRACT MAY BE CONTINUED WITHOUT CHANGE.

THE PURCHASING DIVISION WILL ACCEPT OR REJECT ALL SUCH WRITTEN REQUESTS WITHIN THIRTY (30) WORKING DAYS OF THE DATE OF RECEIPT. IF APPROVED, THE PURCHASING DIVISION WILL NOTIFY THE CONTRACTOR OF THE DATE THE INCREASE WILL BE EFFECTIVE. CONTRACTORS MUST HONOR ALL PURCHASE ORDERS DATED UP TO THIRTY (30) DAYS SUBSEQUENT TO THE PRICE CHANGE REQUEST AT THE ORIGINAL PRICE. CONTRACTORS SHALL REPORT PRICE DECREASES IMMEDIATELY UPON RECEIPT OF THE DECREASE, AND THE STATE SHALL RECEIVE PROPORTIONATE PRICE REDUCTIONS.

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APPROVAL OF PRICE INCREASES

PRICE INCREASES, WHEN GRANTED, WILL BE EFFECTIVE ON THE FIRST OF THE FOLLOWING MONTH AND WILL BE PUBLISHED IN THE PURCHASING CATALOG ISSUED DURING THE LAST WEEK OF EACH MONTH. NO INCREASE SHALL BE EFFECTIVE UNTIL APPROVED AND PUBLISHED. APPROVAL OF ANY PRICE INCREASE RENEWS THE FIRM PRICE PERIOD.

PRICE INCREASE REJECTION

WHEN THE STATE REJECTS A REQUEST FOR A PRICE INCREASE, THE CONTRACTOR WILL BE NOTIFIED OF THE STATE'S INTENTION PRIOR TO THE FIRST OF THE FOLLOWING MONTH. AT THE OPTION OF THE STATE,

- 1) THE CONTRACT MAY BE CANCELLED AND AWARDED TO THE NEXT LOWEST RESPONSIVE AND RESPONSIBLE BIDDER WHOSE BID MEETS THE REQUIREMENTS AND CRITERIA SET FORTH IN THE INVITATION TO BID,
- 2) THE COMMODITY/SERVICE MAY BE READVERTISED FOR AWARD AND SUBSEQUENT CANCELLATION, OR
- 3) THE CONTRACT MAY BE CONTINUED WITHOUT CHANGE.

20 REJECTION

THE PURCHASING DIVISION RESERVES THE RIGHT TO REJECT ANY BID THAT CONTAINS PRICES FOR INDIVIDUAL ITEMS OR SERVICES THAT ARE INCONSISTENT OR UNREALISTIC WHEN COMPARED TO OTHER PRICES IN THE SAME OR OTHER BIDS, IF SUCH ACTION WOULD BE IN THE BEST INTEREST OF THE STATE.

ERRORS. EACH CORRECTION MADE BY THE BIDDER ON THE BID RESPONSE MUST BE INITIALED IN INK BY EACH CORRECTION. NO CORRECTIONS WILL BE MADE IN PENCIL. NO BID OR LINE ITEM SHALL BE ALTERED OR AMENDED AFTER THE BID OPENING. IN THE CASE OF ERRORS IN THE EXTENSION PRICE, THE UNIT PRICE WILL GOVERN. FAILURE TO COMPLY WITH THE ABOVE SHALL BE CAUSE FOR REJECTION OF PART OR ALL OF THE BID.

21 PRICING CATALOG EXTRACT

PRODUCTS AND/OR SERVICES AVAILABLE TO THE STATE FROM THE CONTRACT RESULTING FROM THIS INVITATION TO BID WILL BE CONTAINED IN PRICING CATALOG EXTRACTS SUBMITTED WITH THE BID. THESE PRICING CATALOG EXTRACTS WILL CONTAIN ONLY THE PORTIONS OF THE MANUFACTURERS' PRODUCT LINES (AND ASSOCIATED SERVICES) THAT FALL WITHIN THE SCOPE AND INTENT OF THIS INVITATION TO BID AND HAVE BEEN SELECTED BY THE STATE OF TENNESSEE FOR INCLUSION IN THE EXTRACT. THE PRICING CATALOG EXTRACTS WILL ALSO CONTAIN PRICING AND PART NUMBERS FOR THESE PRODUCTS AND/OR SERVICES.

THE PRICING CATALOG EXTRACT(S) FOR PRODUCTS AND SERVICES FROM SUN MICROSYSTEMS MUST BE THE PRICING CATALOG EXTRACT(S) DATED

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8/29/2007, MADE AVAILABLE TO BIDDERS BY SUN MICROSYSTEMS, AND SUBMITTED IN ELECTRONIC FORM TO THE STATE (CLYDE.HICKS@STATE.TN.US AND MARK.MCKEEL@STATE.TN.US) BY THE DATE AND TIME BID RESPONSES TO SOLICITATION # 2057000 ARE DUE TO THE STATE, BY SUN MICROSYSTEMS ON BEHALF OF ALL BIDDERS. THIS SUBMITTAL BY SUN SHALL SATISFY, FOR ALL BIDDERS, THE ITB REQUIREMENT FOR THE SUBMISSION, WITH THE BID, OF A PRICING CATALOG EXTRACT(S) FOR SUN MICROSYSTEMS PRODUCTS AND SERVICES. THE PRICES ENTERED BY THE BIDDER IN THE ITB EVALUATION MODEL FOR PRODUCTS AND SERVICES FROM SUN MICROSYSTEMS MUST BE THE PRICES FOR THESE ITEMS CONTAINED IN THE PRICING CATALOG EXTRACT(S) SUBMITTED TO THE STATE BY SUN ON BEHALF OF ALL BIDDERS.

THE PRICING CATALOG EXTRACT(S) FOR PRODUCTS AND SERVICES FROM ALL OTHER MANUFACTURERS (MANUFACTURERS OTHER THAN SUN MICROSYSTEMS) MUST BE THE PRICING CATALOG EXTRACT(S) DATED AND/OR CURRENT AS OF 9/07/2007. THE PRICES ENTERED BY THE BIDDER IN THE ITB EVALUATION MODEL FOR PRODUCTS AND SERVICES FROM THESE MANUFACTURERS MUST BE THE PRICES FOR THESE ITEMS CONTAINED IN THE PRICING CATALOG EXTRACT(S) DATED AND/OR CURRENT AS OF 9/07/2007. THESE PRICING CATALOG EXTRACT(S) FROM MANUFACTURERS OTHER THAN SUN MICROSYSTEMS MUST BE SUBMITTED WITH THE BID, IN ELECTRONIC FORM, BY THE BIDDER.

THE ITEMS LISTED IN PRICING CATALOG EXTRACT(S) SUBMITTED WITH THE BID MUST BE ARRANGED BY MANUFACTURER OR IN SOME OTHER LOGICAL ARRANGEMENT. THE EXTRACT(S) MUST CONTAIN ALL PRODUCTS AND SERVICES BID IN THE ITB EVALUATION MODEL; IN ADDITION, THE EXTRACT(S) MUST CONTAIN THE ENTIRE RANGE OF PRODUCTS AND SERVICES (FROM THE MANUFACTURERS BID IN THE EVALUATION MODEL AND FROM OTHER MANUFACTURERS) THAT FALL WITHIN THE SCOPE AND INTENT OF THIS INVITATION TO BID. ONCE AN AWARD HAS BEEN MADE UNDER THIS ITB, THE ENTIRE CATALOG(S) OF PRODUCTS AND SERVICES THAT FALL WITHIN THE SCOPE AND INTENT OF THIS ITB (EXCEPT THOSE PRODUCTS AND SERVICES SPECIFICALLY EXCLUDED FROM CONTRACT BY THE STATE) WILL BE AVAILABLE ON THE RESULTANT CONTRACT.

THE BIDDER MUST SUBMIT, WITH THE BID, PRINTED PAGES FROM THE SUN MICROSYSTEMS PRICING CATALOG EXTRACT(S) (SUBMITTED TO THE STATE BY SUN) AND FROM ALL OTHER PRICING CATALOGS EXTRACT(S) (SUBMITTED WITH THE BID BY THE BIDDER) CONTAINING THE PART NUMBERS, DESCRIPTIONS, AND PRICES FOR ALL ITEMS BID IN THE ITB EVALUATION MODEL. THESE PAGES MUST BE ANNOTATED ACCORDING TO THE INSTRUCTIONS CONTAINED IN THE 'INSTRUCTIONS FOR COMPLETING THE SPECIFICATION/CHECKSHEETS AND INSTRUCTIONS FOR COMPLETING THE EVALUATION MODELS,' ISSUED AS PART OF THIS ITB.

IN ORDER TO KEEP THE PRODUCTS AND SERVICES ON THIS CONTRACT CURRENT, THE STATE INTENDS TO UPDATE THESE PRICING CATALOG EXTRACTS AND THE PRICES FOR ITEMS CONTAINED IN THESE PRICING CATALOG EXTRACTS AS THE STATE'S NEEDS CHANGE,

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OR AS SERVER AND RELATED TECHNOLOGIES CHANGE, ON THE SCHEDULE ESTABLISHED BY THE STATE.

THE STATE WILL DETERMINE WHICH TECHNOLOGIES, PRODUCTS, AND SERVICES IT WILL SPECIFY FOR INCLUSION IN THESE PRICING CATALOG EXTRACTS. STATE APPROVAL WILL BE REQUIRED OF ALL ADDITIONS OR CHANGES TO THESE PRICING CATALOG EXTRACTS PROPOSED BY THE CONTRACTOR OR MANUFACTURER. CERTIFICATION (AS DESCRIBED IN THE 'PERFORMANCE REQUIREMENTS' SECTION OF THIS ITB) OF PRODUCTS TO BE AVAILABLE ON THIS CONTRACT WILL BE REQUIRED DURING THE EVALUATION OF ITEMS BID IN RESPONSE TO THIS ITB. CERTIFICATION MAY BE REQUIRED, AT THE DISCRETION OF THE STATE, AS CHANGES AND/OR ADDITIONS ARE PROPOSED TO THE ITEMS AVAILABLE ON CONTRACT, PRIOR TO THE ITEMS' BECOMING AVAILABLE ON CONTRACT. THERE WILL BE NO COSTS TO BIDDERS/CONTRACTORS/MANUFACTURERS ASSOCIATED WITH CERTIFICATIONS CONDUCTED IN ASSOCIATION WITH THIS ITB OR THE CONTRACT RESULTING FROM THIS ITB.

THE BIDDER MUST IDENTIFY, IN THE SPACES PROVIDED BELOW, FOR PRICING GOVERNED BY PERCENTAGES ENTERED INTO 'APCAT' LINES ON THE ITB PRICE SHEET, THE SOURCE OF THE PRICING FOR EACH ITEM CONTAINED IN THE PRICING CATALOG EXTRACT SUBMITTED WITH THE BID. ATTACH ADDITIONAL SHEETS TO YOUR BID IF NECESSARY TO IDENTIFY ALL SOURCES. IF THE BIDDER IS NOT THE MANUFACTURER OR PROVIDER OR SUPPLIER OF THE ITEM, THE BIDDER MUST ATTACH TO THE BID CLEAR DOCUMENTATION, ACCEPTABLE TO THE STATE, OF THE PRICE FROM THE SOURCE FROM WHICH THE BIDDER ACQUIRES THE ITEM. IF THE BIDDER IS THE MANUFACTURER, PROVIDER, OR SUPPLIER OF THE ITEM, SO STATE.

SOURCE #1. _____

'APCAT' PRICE SHEET LINES ACQUIRED FROM THIS SOURCE

DOCUMENTATION FROM THIS SOURCE ATTACHED? _____

SOURCE #2. _____

'APCAT' PRICE SHEET LINES ACQUIRED FROM THIS SOURCE

DOCUMENTATION FROM THIS SOURCE ATTACHED? _____

SOURCE #3. _____

'APCAT' PRICE SHEET LINES ACQUIRED FROM THIS SOURCE

DOCUMENTATION FROM THIS SOURCE ATTACHED? _____

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SOURCE #4. _____

'APCAT' PRICE SHEET LINES ACQUIRED FROM THIS SOURCE

DOCUMENTATION FROM THIS SOURCE ATTACHED? _____

SOURCE #5. _____

'APCAT' PRICE SHEET LINES ACQUIRED FROM THIS SOURCE

DOCUMENTATION FROM THIS SOURCE ATTACHED? _____

SOURCE #6. _____

'APCAT' PRICE SHEET LINES ACQUIRED FROM THIS SOURCE

DOCUMENTATION FROM THIS SOURCE ATTACHED? _____

22 CERTAIN CHANGES PERMITTED IN PERCENTAGES (FOR PRODUCTS AND FOR SERVICES GOVERNED BY 'APCAT' LINES) AND PRICES (FOR SERVICES)

A CONTRACTOR MAY, WHEN PROPOSING ADDITIONS OR CHANGES TO PRICING CATALOG EXTRACTS DURING A CONTRACT UPDATE, AS DESCRIBED ABOVE, OR AT OTHER TIMES ALSO SUBMIT NEW PERCENTAGES TO BE APPLIED TO HIS OR HER CATALOG PRICING FOR A GIVEN CATEGORY OF PRODUCT OR SERVICE OR FOR ALL CATEGORIES. ONLY CHANGES IN PERCENTAGES THAT WOULD RESULT IN LESSER COST TO THE STATE (E.G., PROPOSED DISCOUNT(S) THAT ARE GREATER THAN THE DISCOUNT(S) CURRENTLY IN EFFECT OR PROPOSED SURCHARGE(S) THAT ARE LESS THAN THE SURCHARGE(S) CURRENTLY IN EFFECT) WILL BE CONSIDERED BY THE STATE. A CONTRACTOR MAY ALSO, AT ANY TIME DURING THE CONTRACT, REDUCE THE PRICES IN EFFECT FOR SERVICES.

ANY CHANGE IN PERCENTAGES OR IN PRICES FOR SERVICES, ONCE ACCEPTED BY THE STATE, BECOMES FIXED FOR THE TERM OF THE CONTRACT, UNLESS FURTHER REDUCED BY THE CONTRACTOR AND ACCEPTED BY THE STATE.

23 BID BOND

BIDS SHALL BE ACCOMPANIED BY A BID GUARANTY IN THE FORM OF A BID BOND ISSUED BY A SURETY COMPANY LICENSED TO DO BUSINESS IN THE STATE OF TENNESSEE. THE AMOUNT OF THE BID BOND SHALL BE ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), REGARDLESS OF THE NUMBER OF BIDS SUBMITTED. THE BID BOND GUARANTY OF EACH BIDDER WILL BE RETURNED IMMEDIATELY AFTER AWARD HAS BEEN MADE.

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24 PERFORMANCE BOND

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A PERFORMANCE BOND ISSUED BY A SURETY COMPANY LICENSED TO DO BUSINESS IN THE STATE OF TENNESSEE IN THE AMOUNT OF TWO MILLION DOLLARS (\$2,000,000.00).

AN IRREVOCABLE LETTER OF CREDIT FROM A STATE OR NATIONAL BANK OR STATE OR FEDERAL SAVINGS AND LOAN ASSOCIATION HAVING ITS PRINCIPAL OFFICE IN TENNESSEE; OR ANY STATE OR NATIONAL BANK OR STATE OR FEDERAL SAVINGS AND LOAN ASSOCIATION THAT HAS ITS PRINCIPAL OFFICE OUTSIDE THIS STATE AND THAT MAINTAINS ONE (1) OR MORE BRANCHES IN THIS STATE WHICH ARE AUTHORIZED TO ACCEPT FEDERALLY INSURED DEPOSITS MAY BE ACCEPTED BY THE PURCHASING DIVISION IN LIEU OF A PERFORMANCE BOND. THE TERMS AND CONDITIONS OF ANY LETTER OF CREDIT SHALL BE SUBJECT TO THE APPROVAL OF THE PUBLIC OFFICIAL NAMED IN THE CONTRACT. THE FORM OF SUCH LETTER OF CREDIT SHALL BE PROVIDED BY THE BANK OR SAVINGS AND LOAN ASSOCIATION AND MAY BE BASED ON EITHER THE UNIFORM COMMERCIAL CODE, TENNESSEE CODE ANNOTATED, TITLE 47, CHAPTER 5, OR THE ICC UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (UPC 500). ALL LETTERS OF CREDIT SHALL BE ACCOMPANIED BY AN AUTHORIZATION OF THE CONTRACTOR TO DELIVER RETAINED FUNDS TO THE BANK ISSUING THE LETTER.

THE PERFORMANCE BOND SHALL BE FURNISHED TO THE PURCHASING DIVISION WITHIN TEN (10) WORKING DAYS AFTER THE REQUEST. SUCH BOND WILL INSURE PERFORMANCE OVER THE ENTIRE TERM OF THE CONTRACT AND RENEWALS THEREOF AND WHERE APPROPRIATE MAY BE PROPORTIONATELY REDUCED OVER THE TERM OF THE CONTRACT AT THE DISCRETION OF THE STATE.

25 STATE CONTRACT ADMINISTRATOR

QUESTIONS OR PROBLEMS ARISING FROM BID PROCEDURES OR SUBSEQUENT ORDER AND DELIVERY PROCEDURES SHOULD BE DIRECTED TO:

STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION
3RD FLOOR WILLIAM R. SNODGRASS TN TOWER
NASHVILLE, TN 37243-0557

TO THE ATTENTION OF THE BUYER LISTED ON THE FACE OF THE INVITATION TO BID.

26 CANCELLATION

TERMINATION FOR CONVENIENCE: THE STATE MAY TERMINATE THIS CONTRACT WITHOUT CAUSE. SAID TERMINATION SHALL NOT BE DEEMED A BREACH OF CONTRACT BY THE STATE. THE STATE SHALL GIVE THE VENDOR/CONTRACTOR AT LEAST NINETY (90) DAYS WRITTEN NOTICE

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BEFORE THE EFFECTIVE CANCELLATION DATE.

THE VENDOR/CONTRACTOR SHALL BE ENTITLED TO RECEIVE COMPENSATION FOR GOODS SHIPPED OR SERVICES SATISFACTORILY COMPLETED AS OF THE CANCELLATION DATE, BUT IN NO EVENT SHALL THE STATE BE LIABLE TO THE VENDOR/CONTRACTOR FOR COMPENSATION FOR ANY GOODS OR SERVICES WHICH HAVE NOT BEEN RENDERED. UPON SUCH TERMINATION, THE VENDOR/CONTRACTOR SHALL HAVE NO RIGHT TO ANY ACTUAL GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER CLAIMS WHATSOEVER OF ANY DESCRIPTION OR AMOUNT.

TERMINATION FOR CAUSE: IF THE VENDOR/CONTRACTOR FAILS TO FULFILL ITS OBLIGATIONS UNDER THIS CONTRACT IN A TIMELY OR PROPER MANNER, OR IF THE VENDOR/CONTRACTOR VIOLATES ANY TERMS OF THIS CONTRACT, THE STATE SHALL HAVE THE RIGHT TO IMMEDIATELY TERMINATE THE CONTRACT UPON WRITTEN NOTICE OF INTENT TO CANCEL. THE STATE SHALL HAVE THE RIGHT TO WITHHOLD PAYMENT IN EXCESS OF FAIR COMPENSATION FOR COMPLETED SERVICES. NOTWITHSTANDING THE ABOVE, THE CONTRACTOR SHALL NOT BE RELIEVED OF LIABILITY TO THE STATE FOR DAMAGES SUSTAINED BY VIRTUE OF ANY BREACH OF THIS CONTRACT BY THE CONTRACTOR.

AT THE END OF ANY FISCAL YEAR ANY CONTRACT MAY BE CANCELED BY THE STATE WITHOUT NOTICE, IN THE EVENT THAT FUNDS TO SUPPORT THE CONTRACT BECOME UNAVAILABLE.

THE VENDOR/CONTRACTOR WILL BE REQUIRED TO HONOR ALL PURCHASE ORDERS THAT WERE PREPARED AND DATED PRIOR TO THE DATE OF THE TERMINATION, IF RECEIVED BY THE VENDOR/CONTRACTOR WITHIN A PERIOD OF THIRTY (30) DAYS FOLLOWING THE DATE OF TERMINATION.

27 VENDOR CONTRACT ADMINISTRATOR (LISTING)

NAME: _____

TITLE: _____

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE: (A/C) _____ NUMBER _____

FAX: (A/C) _____ NUMBER _____

28 COMMERCIALLY AVAILABLE EQUIPMENT; NEW EQUIPMENT

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ONLY EQUIPMENT COMMERCIALY AVAILABLE TO THE GENERAL PUBLIC AS OF THE BID OPENING DATE MAY BE BID IN RESPONSE TO THIS INVITATION TO BID OR OFFERED/DELIVERED UNDER THIS CONTRACT. ONLY NEW EQUIPMENT -- DEFINED AS EQUIPMENT THAT HAS NOT BEEN USED FOR ANY PURPOSE OTHER THAN PERFORMANCE TESTING PRIOR TO DELIVERY OR INSTALLATION OR FOR CERTIFICATION, EITHER DURING INITIAL BID EVALUATION OR SUBSEQUENTLY -- IS ACCEPTABLE FOR DELIVERY TO FULFULL PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. NEW EQUIPMENT MAY NOT BE REFURBISHED OR RECONDITIONED; HOWEVER, MAINTENANCE MAY BE PERFORMED USING REFURBISHED OR RECONDITIONED PARTS, IF THESE PARTS ARE PROVIDED 'AS NEW' OR 'LIKE NEW' AND IF THEY ASSUME THE MAINTENANCE IN EFFECT FOR THE REPLACED PARTS.

29 SELECTION AND INSTALLATION OF ITEMS

THE STATE RESERVES THE RIGHT TO SELECT AND INSTALL ANY ITEM WHICH SATISFIES THE STATE OF TENNESSEE'S NEEDS FROM ANY SOURCE WITHOUT RESTRICTION BY THE CONTRACTOR. AFTER INSTALLATION AND/OR PURCHASE OF ANY ITEM FROM THIS CONTRACT, THE STATE ALSO RESERVES THE RIGHT TO UPGRADE OR ADD APPLICATION CAPABILITY AND/OR SERVICES FROM ANY SOURCE WITHOUT RESTRICTION BY THE CONTRACTOR.

30 GOVERNING LAW

THIS CONTRACT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE. THE PLACE OF ALL CONTRACTS, TRANSACTIONS, AGREEMENTS, THEIR SITUS AND FORM, SHALL BE TENNESSEE, WHERE ALL MATTERS, WHETHER SOUNDING IN CONTRACT OR TORT, RELATING TO THE VALIDITY, CONSTRUCTION, INTERPRETATION AND ENFORCEMENT SHALL BE DETERMINED.

31 RETURN GOODS POLICY

BIDDER SHALL INDICATE BELOW IN ABBREVIATED TERMS HIS/HER STANDARD RETURNED GOODS POLICY AND ATTACH A COPY OF THE COMPLETE STANDARD RETURNED GOODS POLICY TO THIS INVITATION TO BID.

32 BIDDER'S QUALIFICATION

BIDDERS MUST, UPON REQUEST OF THE STATE, FURNISH SATISFACTORY EVIDENCE OF THEIR ABILITY TO FURNISH PRODUCTS OR SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THESE SPECIFICATIONS. THE ASSISTANT COMMISSIONER, DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION AS TO A BIDDER'S ABILITY TO PERFORM.

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ONLY VENDORS AUTHORIZED AND/OR CERTIFIED BY SUN MICROSYSTEMS, AS OF THE BID OPENING DATE FOR THIS SOLICITATION/ITB, TO SELL THE ENTIRE SUN CATALOG OF PRODUCTS AND SERVICES MAY BID IN RESPONSE TO THIS ITB, AND ONLY A VENDOR MEETING THIS REQUIREMENT/ QUALIFICATION MAY BE AWARDED A CONTRACT UNDER THIS ITB.

33 INSURANCE

THE CONTRACTOR SHALL PROCURE AND MAINTAIN FOR THE DURATION OF THE CONTRACT, AT HIS/HER OWN COST AND EXPENSE INSURANCE AGAINST CLAIMS FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY INCLUDING CONTRACTUAL LIABILITY WHICH, MAY ARISE IN CONNECTION WITH THE PERFORMANCE OF THE WORK PERFORMED BY THE CONTRACTOR, HIS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS UNDER THE CONTRACT.

THE INSURANCE CARRIER(S) MUST BE LICENSED TO CONDUCT BUSINESS IN THE STATE OF TENNESSEE. THE INSURANCE WILL BE EVIDENCED BY AN ORIGINAL OR .PDF FORMAT DOCUMENT CERTIFICATE OF INSURANCE. THE CERTIFICATE SHALL INCLUDE WORDING WHICH STATES THE PURCHASING DIVISION WILL BE NOTIFIED THIRTY (30) DAYS PRIOR TO CANCELLATION OF THE COVERAGE OR A MAJOR CHANGE IN THE COVERAGE PROVIDED. THE STATE OF TENNESSEE SHALL BE HELD HARMLESS FOR ANY INJURIES, CLAIMS OR JUDGEMENTS AGAINST THE CONTRACTOR.

CERTIFICATES FOR LIABILITY COVERAGES SHALL NAME THE STATE OF TENNESSEE PURCHASING DIVISION AS AN ADDITIONAL INSURED. COVERAGES REQUIRED ARE:

WORKERS' COMPENSATION: A CERTIFICATE SHALL BE PROVIDED WHICH INDICATES THE CONTRACTOR PROVIDES WORKERS' COMPENSATION COVERAGE IN COMPLIANCE WITH THE STATE LAWS OF TENNESSEE.

GENERAL LIABILITY AND PROPERTY DAMAGE COVERAGE SHALL BE FOR ALL OPERATIONS UNDER THE PROPOSAL FOR AT LEAST \$100,000.00 FOR ONE PERSON AND \$300,000.00 FOR EACH OCCURRENCE FOR BODILY INJURY OR DEATH; AND FOR PROPERTY DAMAGE AT LEAST \$100,000.00 FOR EACH OCCURRENCE, PLUS COVERAGE FOR ANY EQUIPMENT BEING MOVED.

THE VENDOR TO PROVIDE THE PURCHASING DIVISION WITH AN ORIGINAL CERTIFICATE OF INSURANCE OR .PDF FORMAT DOCUMENT AS PROOF OF INSURANCE COVERAGE, AS STATED ABOVE, NAMING THE STATE OF TENNESSEE, PURCHASING DIVISION AS ADDITIONAL INSURED, WITHIN TEN (10) WORKING DAYS AFTER REQUEST. IF THE CERTIFICATE OF INSURANCE IS IN .PDF FORMAT, IT MUST BE RECEIVED DIRECTLY FROM THE INSURANCE COMPANY.

34 SUBCONTRACTING: RESPONSIBILITIES AND LIABILITIES

THE CONTRACTOR SHALL NOT ENTER INTO ANY SUBCONTRACT FOR SERVICES WITHOUT THE WRITTEN CONSENT OF THE DEPUTY COMMISSIONER, DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION. THE AWARDED CONTRACTOR IS RESPONSIBLE FOR WORK, SERVICE, PERFORMANCE, CONTRACTUAL LIABILITY WORKERS' COMPENSATION INJURIES OF EMPLOYEES AND SUBS (UNLESS

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SUBCONTRACTOR ASSUMES RESPONSIBILITY AND FURNISHES AN ORIGINAL CERTIFICATE OF INSURANCE AS PROOF OF INSURANCE FOR WORKERS' COMPENSATION AND NAMING THE STATE OF TENNESSEE AS ADDITIONALLY INSURED FOR GENERAL LIABILITY), AND PAYMENT TO THE SUBCONTRACTOR. ALL COSTS INCURRED FOR SUBCONTRACTING MUST BE INCLUDED IN THE BID PRICE.

THE SUCCESSFUL BIDDER(S) WILL BE REQUIRED TO FURNISH A LABOR AND MATERIAL SURETY BOND ISSUED BY A SURETY COMPANY LICENSED TO DO BUSINESS IN THE STATE OF TENNESSEE IN THE AMOUNT OF TWENTY-FIVE (25) % OF THE TOTAL CONTRACT AMOUNT. SUCH BOND SHALL BE FURNISHED TO THE PURCHASING DIVISION WITHIN TEN (10) WORKING DAYS AFTER THE REQUEST. THE SURETY BOND WILL INSURE THAT THE CONTRACTOR WILL PAY FOR ALL LABOR AND MATERIALS USED BY THE CONTRACTOR, OR ANY IMMEDIATE OR REMOTE SUBCONTRACTOR UNDER THE CONTRACTOR, IN SUCH CONTRACT, IN LAWFUL MONEY OF THE UNITED STATES.

LIST BELOW THE NAME, COMPLETE ADDRESS AND PHONE NUMBER OF ALL SUBCONTRACTOR(S):

35 SERVICE CONTRACTS: CONFLICT OF INTEREST

THE CONTRACTOR WARRANTS THAT NO PART OF THE TOTAL CONTRACT AMOUNT SHALL BE PAID DIRECTLY OR INDIRECTLY TO AN EMPLOYEE OR OFFICIAL OF THE STATE OF TENNESSEE AS WAGES, COMPENSATION, OR GIFTS IN EXCHANGE FOR ACTING AS AN OFFICER, AGENT, EMPLOYEE, SUBCONTRACTOR, OR CONSULTANT TO THE CONTRACTOR IN CONNECTION WITH ANY WORK CONTEMPLATED OR PERFORMED RELATIVE TO THIS CONTRACT.

36 PROHIBITION OF ILLEGAL IMMIGRANTS

THE REQUIREMENTS OF PUBLIC ACTS OF 2006, CHAPTER NUMBER 878, OF THE STATE OF TENNESSEE, ADDRESSING THE USE OF ILLEGAL IMMIGRANTS IN THE PERFORMANCE OF ANY CONTRACT TO SUPPLY GOODS OR SERVICES TO THE STATE OF TENNESSEE, SHALL BE A MATERIAL PROVISION OF THIS CONTRACT, A BREACH OF WHICH SHALL BE GROUNDS FOR MONETARY AND OTHER PENALTIES, UP TO AND INCLUDING TERMINATION OF THIS CONTRACT.

THE CONTRACTOR HEREBY ATTESTS, CERTIFIES, WARRANTS, AND ASSURES THAT THE CONTRACTOR SHALL NOT KNOWINGLY UTILIZE THE SERVICES OF AN ILLEGAL IMMIGRANT IN THE PERFORMANCE OF THIS CONTRACT AND SHALL NOT KNOWINGLY UTILIZE THE SERVICES OF ANY SUBCONTRACTOR WHO WILL UTILIZE THE SERVICES OF AN ILLEGAL IMMIGRANT IN THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL REAFFIRM THIS ATTESTATION, IN WRITING, BY SUBMITTING TO THE STATE A COMPLETED AND SIGNED COPY OF THE

SPECIAL TERMS AND CONDITIONS	INVITATION TO BID	
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DOCUMENT AS ATTACHMENT 1, SEMI-ANNUALLY DURING THE PERIOD OF THIS CONTRACT. SUCH ATTESTATIONS SHALL BE MAINTAINED BY THE CONTRACTOR AND MADE AVAILABLE TO STATE OFFICIALS UPON REQUEST.

PRIOR TO THE USE OF ANY SUBCONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT, AND SEMI ANNUALLY THEREAFTER, DURING THE PERIOD OF THIS CONTRACT, THE CONTRACTOR SHALL OBTAIN AND RETAIN A CURRENT, WRITTEN ATTESTATION THAT THE SUBCONTRACTOR SHALL NOT KNOWINGLY UTILIZE THE SERVICES OF AN ILLEGAL IMMIGRANT TO PERFORM WORK RELATIVE TO THIS CONTRACT AND SHALL NOT KNOWINGLY UTILIZE THE SERVICES OF ANY SUB-CONTRACTOR WHO WILL UTILIZE THE SERVICES OF AN ILLEGAL IMMIGRANT TO PERFORM WORK RELATIVE TO THIS CONTRACT. ATTESTATIONS OBTAINED FROM SUCH SUBCONTRACTORS SHALL BE MAINTAINED BY THE CONTRACTOR AND MADE AVAILABLE TO STATE OFFICIALS UPON REQUEST.

THE CONTRACTOR SHALL MAINTAIN RECORDS FOR ALL PERSONNEL USED IN THE PERFORMANCE OF THIS CONTRACT. SAID RECORDS SHALL BE SUBJECT TO REVIEW AND RANDOM INSPECTION AT ANY REASONABLE TIME UPON REASONABLE NOTICE BY THE STATE.

THE CONTRACTOR UNDERSTANDS AND AGREES THAT FAILURE TO COMPLY WITH THIS SECTION WILL BE SUBJECT TO THE SANCTIONS OF PUBLIC CHAPTER 878 OF 2006 FOR ACTS OR OMISSIONS OCCURRING AFTER ITS EFFECTIVE DATE. THIS LAW REQUIRES THE COMMISSIONER OF FINANCE AND ADMINISTRATION TO PROHIBIT A CONTRACTOR FROM CONTRACTING WITH, OR SUBMITTING AN OFFER, PROPOSAL, OR BID TO CONTRACT WITH THE STATE OF TENNESSEE TO SUPPLY GOODS OR SERVICES FOR A PERIOD OF ONE YEAR AFTER A CONTRACTOR IS DISCOVERED TO HAVE KNOWINGLY USED THE SERVICES OF ILLEGAL IMMIGRANTS DURING THE PERFORMANCE OF THIS CONTRACT.

FOR PURPOSES OF THIS CONTRACT, "ILLEGAL IMMIGRANT" SHALL BE DEFINED AS ANY PERSON WHO IS NOT EITHER A UNITED STATES CITIZEN, A LAWFUL PERMANENT RESIDENT, OR A PERSON WHOSE PHYSICAL PRESENCE IN THE UNITED STATES IS AUTHORIZED OR ALLOWED BY THE DEPARTMENT OF HOMELAND SECURITY AND WHO, UNDER FEDERAL IMMIGRATION LAWS AND/OR REGULATIONS, IS AUTHORIZED TO BE EMPLOYED IN THE U.S. OR IS OTHERWISE AUTHORIZED TO PROVIDE SERVICES UNDER THE CONTRACT.

ATTACHMENTS	INVITATION TO BID	
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ATTACHMENT A:
EVALUATION MODEL; METHODS OF RESOLVING DISCREPANCIES

THE INVITATION TO BID (ITB) EVALUATION MODEL SPREADSHEET, WHICH MUST UTILIZE THE PERCENTAGES AND PRICES ENTERED BY THE BIDDER ON THE ITB PRICE SHEET SUBMITTED WITH THE BID, IS THE METHOD THE STATE WILL USE TO CALCULATE AND DETERMINE THE LOW BIDDER AND THE ORDER OF NON-LOW BIDDERS FOR THIS ITB.

THE STATE WILL VERIFY ALL ENTRIES ON THE ITB EVALUATION MODEL SPREADSHEET SUBMITTED WITH THE BID AND WILL CORRECT INCONSISTENCIES BETWEEN THE EVALUATION MODEL SPREADSHEET AND THE PRICE SHEET OF THE ITB SUBMITTED WITH THE BID AND BETWEEN THE EVALUATION MODEL SPREADSHEET AND THE PRICING CATALOG EXTRACTS SUBMITTED WITH THE BID.

IN THE EVENT OF A DISCREPANCY BETWEEN THE PERCENTAGES AND PRICING ON THE EVALUATION MODEL SPREADSHEET AND THE PERCENTAGES AND PRICING ON THE PRICE SHEET, PERCENTAGES AND PRICING ON THE PRICE SHEET SHALL PREVAIL.

IN THE EVENT OF A DISCREPANCY BETWEEN THE PRICING ON THE EVALUATION MODEL SPREADSHEET AND THE PRICING IN THE PRICING CATALOG EXTRACTS, THE PRICING IN THE PRICING CATALOG EXTRACTS SHALL PREVAIL.

IN THE EVENT OF A DISCREPANCY BETWEEN A QUANTITY INCLUDED BY THE STATE IN THE PRICE SHEET AND A QUANTITY INCLUDED BY THE STATE IN THE EVALUATION MODEL SPREADSHEET, THE QUANTITY IN THE PRICE SHEET SHALL PREVAIL.

CERTAIN LINES IN THE EVALUATION MODEL FOR THIS ITB ARE LINKED/PAIRED, TO ALLOW THE BIDDER TO USE THE PERCENTAGE (BID IN THE PRICE SHEET LINE) FOR THE MANUFACTURER WHOSE PRICING CATALOG EXTRACT CONTAINS THE PRODUCT BID IN THIS LINE. AN EXAMPLE OF THESE LINKED/PAIRED EVALUATION MODEL LINES IS THE LINE 8/LINE 9 PAIR. THE BIDDER MUST FOLLOW THE INSTRUCTIONS IN THE SECOND OF EACH OF THESE LINKED/PAIRED LINES; THESE INSTRUCTIONS REQUIRE THAT THE BIDDER BID ONLY ONE OF THESE TWO LINES AND ENTER A PRICE OF \$0.00 FOR THE OTHER OF THE TWO LINES. IF THE BIDDER DOES NOT FOLLOW THESE INSTRUCTIONS AND, INSTEAD, BIDS A NON-ZERO PRICE FOR BOTH OF THESE LINKED/PAIRED LINES, THE LINE CONTAINING THE LOWER EXTENDED BID PRICE SHALL PREVAIL.

IF SUFFICIENT QUALIFIED BIDS ARE AVAILABLE, THE DEPARTMENT OF GENERAL SERVICES/PURCHASING DIVISION WILL AWARD ONE CONTRACT, AS SPECIFIED IN THE 'SINGLE AWARD' SECTION OF THE SPECIAL TERMS AND CONDITIONS OF THIS ITB, TO THE LOWEST RESPONSIBLE AND RESPONSIVE BID MEETING THE AWARD CRITERIA SET FORTH IN THIS INVITATION.

ATTACHMENT B: SUMMARY DESCRIPTION:

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THE STATE'S EXISTING SUN MICROSYSTEMS ENVIRONMENT
 APPROXIMATELY 170 SUN SERVERS IN PLACE 5/15/2007

1. SUN FIRE 15K SERVERS (QTY 1)
2. SUN FIRE E6900 SERVERS (QTY 3)
3. SUN FIRE 4900 SERVERS (QTY 2)
4. SUN FIRE 1280 SERVERS (QTY 3)
5. SUN FIRE V880/V990 SERVERS (QTY 18)
6. SUN FIRE X4600 SERVERS (QTY 48)
7. SUN FIRE T2000 SERVERS (QTY 10)
8. SUN FIRE V4XX SERIES SERVERS (QTY 10)
9. SUN FIRE V2XX SERIES SERVERS(QTY 5)
10. SUN FIRE E-CLASS AND NETRA SERVERS (QTY 70+)

ASSOCIATED DISK STORAGE, SAN HARDWARE/SWITCHES, BACK-UP
 HARDWARE, AND SOFTWARE

PRICE SHEET			PRICE SHEET					
BIDDER : *WEB**WEB**WEB**WEB**WEB*			NUMBER : 2057000 OPEN DATE : 09/19/07 TIME: 1:00 PM SWC NUMBER : 309					PAGE 34
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
	FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE.							
00002	REQUISITION LINE CANCELLED							
00003	COMMODITY CODE: 205-11-072236 ALL 'TYPE I' OR 'TYPE II' SERVERS (INCLUDING ITEMS PROVIDED AS PART OF A SERVER CONFIGURATION DEFINED IN 'LINE 0' OF AN ITB SPECIFICATION/CHECKSHEET) IDENTIFIED BY SUN MICROSYSTEMS AS 'SUN DISCOUNT CATEGORY F' SERVERS (INCLUDING, BUT NOT LIMITED TO, SUN FIRE V445, X4200 M2 AND X4600 M2 AND SUN SPARC ENTERPRISE T2000 AND SUN SPARC ENTERPRISE M5000 SERVERS) CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF SUN MICROSYSTEMS; INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. THE TERM 'SUN DISCOUNT CATEGORY F' SERVERS INCLUDES SERVERS SO IDENTIFIED CURRENTLY OR IN THE FUTURE, BY SUN MICROSYSTEMS, IN THIS DISCOUNT CATEGORY OR IN A DISCOUNT CATEGORY THAT DIRECTLY REPLACES THIS CATEGORY. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT	1	APCAT					

PRICE SHEET				PRICE SHEET				
BIDDER : *WEB**WEB**WEB**WEB**WEB*				NUMBER : 2057000 OPEN DATE : 09/19/07 TIME: 1:00 PM SWC NUMBER : 309				PAGE 35
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00004	(0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE. COMMODITY CODE: 205-11-072237 ALL 'TYPE I' OR 'TYPE II' SERVERS (INCLUDING ITEMS PROVIDED AS PART OF A SERVER CONFIGURATION DEFINED IN 'LINE 0' OF AN ITB SPECIFICATION/CHECKSHEET) IDENTIFIED BY SUN MICROSYSTEMS AS 'SUN DISCOUNT CATEGORY H' SERVERS (INCLUDING, BUT NOT LIMITED TO, SUN FIRE V490 AND V890 SERVERS) CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF SUN MICROSYSTEMS; INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. THE TERM 'SUN DISCOUNT CATEGORY H' SERVERS INCLUDES SERVERS SO IDENTIFIED CURRENTLY OR IN THE FUTURE, BY SUN MICROSYSTEMS, IN THIS DISCOUNT CATEGORY OR IN A DISCOUNT CATEGORY THAT DIRECTLY REPLACES THIS CATEGORY. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST.	1	APCAT					

PRICE SHEET				PRICE SHEET				
BIDDER : *WEB**WEB**WEB**WEB**WEB*				NUMBER : 2057000 OPEN DATE : 09/19/07 TIME: 1:00 PM SWC NUMBER : 309				PAGE 36
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00005	FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE. COMMODITY CODE: 205-11-069185 ALL 'TYPE I' OR 'TYPE II' SERVERS (INCLUDING ITEMS PROVIDED AS PART OF A SUN STANDARD SERVER CONFIGURATION) IDENTIFIED BY SUN MICROSYSTEMS AS OTHER-THAN 'SUN DISCOUNT CATEGORY A, DISCOUNT CATEGORY F, OR DISCOUNT CATEGORY H' SERVERS CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF SUN MICROSYSTEMS; INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. THE TERM 'OTHER THAN SUN DISCOUNT CATEGORY A, DISCOUNT CATEGORY F, OR DISCOUNT CATEGORY H' SERVERS INCLUDES SERVERS SO IDENTIFIED CURRENTLY OR IN THE FUTURE, BY SUN MICROSYSTEMS, IN DISCOUNT CATEGORIES OTHER THAN THESE CATEGORIES OR IN DISCOUNT CATEGORIES OTHER THAN THOSE THAT DIRECTLY REPLACE THESE CATEGORIES. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST.	1	APCAT					

PRICE SHEET				PRICE SHEET				
BIDDER : *WEB**WEB**WEB**WEB**WEB*				NUMBER : 2057000 OPEN DATE : 09/19/07 TIME: 1:00 PM SWC NUMBER : 309				PAGE 37
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00006	FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE. COMMODITY CODE: 205-85-072239 ALL STORAGE SYSTEMS (INCLUDING ITEMS PROVIDED AS PART OF A SUN STANDARD STORAGE SYSTEM CONFIGURATION) IDENTIFIED BY SUN MICROSYSTEMS AS 'SUN DISCOUNT CATEGORY M' STORAGE (INCLUDING, BUT NOT LIMITED TO, SUN STORAGETEK 6140 STORAGE SYSTEMS) CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF SUN MICROSYSTEMS; INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. THE TERM 'SUN DISCOUNT CATEGORY M' STORAGE INCLUDES STORAGE SYSTEMS SO IDENTIFIED CURRENTLY OR IN THE FUTURE, BY SUN MICROSYSTEMS, IN THIS DISCOUNT CATEGORY OR IN A DISCOUNT CATEGORY THAT DIRECTLY REPLACE THIS CATEGORY. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL	1	APCAT					

PRICE SHEET				PRICE SHEET				
BIDDER : *WEB**WEB**WEB**WEB**WEB**WEB*				NUMBER : 2057000 OPEN DATE : 09/19/07 SWC NUMBER : 309				PAGE 38
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00007	RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE. COMMODITY CODE: 205-85-072238 ALL STORAGE SYSTEMS (INCLUDING ITEMS PROVIDED AS PART OF A SUN STANDARD STORAGE SYSTEM CONFIGURATION) IDENTIFIED BY SUN MICROSYSTEMS AS 'SUN DISCOUNT CATEGORY P' STORAGE (INCLUDING, BUT NOT LIMITED TO, SUN STORAGETEK 3510 STORAGE SYSTEMS) CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF SUN MICROSYSTEMS; INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. THE TERM 'SUN DISCOUNT CATEGORY P' STORAGE INCLUDES STORAGE SYSTEMS SO IDENTIFIED CURRENTLY OR IN THE FUTURE, BY SUN MICROSYSTEMS, IN THIS DISCOUNT CATEGORY OR IN A DISCOUNT CATEGORY THAT DIRECTLY REPLACES THIS CATEGORY. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE.	1	APCAT					

PRICE SHEET				PRICE SHEET				
BIDDER : *WEB**WEB**WEB**WEB**WEB**WEB*				NUMBER : 2057000 OPEN DATE : 09/19/07 SWC NUMBER : 309				PAGE 39
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00008	THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE. COMMODITY CODE: 205-85-072240 ALL STORAGE SYSTEMS (INCLUDING ITEMS PROVIDED AS PART OF A SUN STANDARD STORAGE SYSTEM CONFIGURATION) IDENTIFIED BY SUN MICROSYSTEMS AS OTHER THAN 'SUN DISCOUNT CATEGORY M OR DISCOUNT CATEGORY P' STORAGE CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF SUN MICROSYSTEMS; INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. THE TERM 'OTHER THAN SUN DISCOUNT CATEGORY M OR DISCOUNT CATEGORY P' STORAGE INCLUDES STORAGE SYSTEMS SO IDENTIFIED CURRENTLY OR IN THE FUTURE, BY SUN MICROSYSTEMS, IN DISCOUNT CATEGORIES OTHER THAN THESE CATEGORIES OR IN DISCOUNT CATEGORIES OTHER THAN THOSE THAT DIRECTLY REPLACE THESE CATEGORIES. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE.	1	APCAT					

PRICE SHEET				PRICE SHEET				
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00009	THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE. COMMODITY CODE: 205-43-069173 ALL MEMORY (RAM) (EXCEPT RAM PROVIDED AS PART OF A SUN STANDARD SERVER CONFIGURATION) IDENTIFIED BY SUN MICROSYSTEMS AS 'SUN DISCOUNT CATEGORY A' RAM (INCLUDING, BUT NOT LIMITED TO, RAM FOR SUN FIRE E6900, V490, AND V890 SERVERS) CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF SUN MICROSYSTEMS; INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. THE TERM 'SUN DISCOUNT CATEGORY A' RAM INCLUDES RAM SO IDENTIFIED CURRENTLY OR IN THE FUTURE, BY SUN MICROSYSTEMS, IN THIS DISCOUNT CATEGORY OR IN A DISCOUNT CATEGORY THAT DIRECTLY REPLACES THIS CATEGORY. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL.	1	APCAT					

PRICE SHEET				PRICE SHEET				
BIDDER : *WEB**WEB**WEB**WEB**WEB*				NUMBER : 2057000 OPEN DATE : 09/19/07 TIME: 1:00 PM SWC NUMBER : 309				PAGE 41
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00010	THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE. COMMODITY CODE: 205-43-072354 ALL MEMORY (RAM) (EXCEPT RAM PROVIDED AS PART OF A SUN STANDARD SERVER CONFIGURATION) IDENTIFIED BY SUN MICROSYSTEMS AS 'SUN DISCOUNT CATEGORY F' RAM (INCLUDING, BUT NOT LIMITED TO, RAM FOR SUN FIRE X4200 M2 AND X4600 M2 SERVERS AND SUN SPARC ENTERPRISE M5000 SERVERS) CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF SUN MICROSYSTEMS; INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. THE TERM 'SUN DISCOUNT CATEGORY F' RAM INCLUDES RAM SO IDENTIFIED CURRENTLY OR IN THE FUTURE, BY SUN MICROSYSTEMS, IN THIS DISCOUNT CATEGORY OR IN A DISCOUNT CATEGORY THAT DIRECTLY REPLACES THIS CATEGORY. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING	1	APCAT					

PRICE SHEET				PRICE SHEET				
BIDDER : *WEB**WEB**WEB**WEB**WEB**WEB*				NUMBER : 2057000 OPEN DATE : 09/19/07 SWC NUMBER : 309				PAGE 42
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00011	CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE. COMMODITY CODE: 205-43-069174 ALL MEMORY (RAM) (EXCEPT RAM PROVIDED AS PART OF A SUN STANDARD SERVER CONFIGURATION) IDENTIFIED BY SUN MICROSYSTEMS AS 'SUN DISCOUNT CATEGORY E' RAM (INCLUDING, BUT NOT LIMITED TO, RAM FOR SUN SPARC ENTERPRISE T2000 SERVERS) CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF SUN MICROSYSTEMS; INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. THE TERM 'SUN DISCOUNT CATEGORY E' RAM INCLUDES RAM SO IDENTIFIED CURRENTLY OR IN THE FUTURE, BY SUN MICROSYSTEMS, IN THIS DISCOUNT CATEGORY OR IN A DISCOUNT CATEGORY THAT DIRECTLY REPLACES THIS CATEGORY. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE.	1	APCAT					

PRICE SHEET			PRICE SHEET					
BIDDER : *WEB**WEB**WEB**WEB**WEB**WEB*			NUMBER : 2057000 OPEN DATE : 09/19/07 TIME: 1:00 PM SWC NUMBER : 309					PAGE 43
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00012	COMMODITY CODE: 205-43-069192 ALL MEMORY (RAM) (EXCEPT RAM PROVIDED AS PART OF A SUN STANDARD SERVER CONFIGURATION) IDENTIFIED BY SUN MICROSYSTEMS AS 'SUN DISCOUNT CATEGORY H' RAM (INCLUDING, BUT NOT LIMITED TO, RAM FOR SUN FIRE V445 SERVERS) CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF SUN MICROSYSTEMS; INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. THE TERM 'SUN DISCOUNT CATEGORY H' RAM INCLUDES RAM SO IDENTIFIED CURRENTLY OR IN THE FUTURE, BY SUN MICROSYSTEMS, IN THIS DISCOUNT CATEGORY OR IN A DISCOUNT CATEGORY THAT DIRECTLY REPLACES THIS CATEGORY. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE.	1	APCAT					

PRICE SHEET				PRICE SHEET				
BIDDER : *WEB**WEB**WEB**WEB**WEB*				NUMBER : 2057000 OPEN DATE : 09/19/07 SWC NUMBER : 309				PAGE 44
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00013	COMMODITY CODE: 205-43-069193 ALL MEMORY (RAM) (EXCEPT RAM PROVIDED AS PART OF A SUN STANDARD SERVER CONFIGURATION) IDENTIFIED BY SUN MICROSYSTEMS AS OTHER-THAN 'SUN DISCOUNT CATEGORY A, DISCOUNT CATEGORY E, DISCOUNT CATEGORY F, OR DISCOUNT CATEGORY H' RAM CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF SUN MICROSYSTEMS; INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. THE TERM 'OTHER THAN SUN DISCOUNT CATEGORY A, DISCOUNT CATEGORY E, DISCOUNT CATEGORY F, OR DISCOUNT CATEGORY H' RAM INCLUDES RAM SO IDENTIFIED CURRENTLY OR IN THE FUTURE, BY SUN MICROSYSTEMS, IN DISCOUNT CATEGORIES OTHER THAN THESE CATEGORIES OR IN DISCOUNT CATEGORIES OTHER THAN THOSE THAT DIRECTLY REPLACE THESE CATEGORIES. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE.	1	APCAT					

PRICE SHEET				PRICE SHEET				
BIDDER : *WEB**WEB**WEB**WEB**WEB*				NUMBER : 2057000 OPEN DATE : 09/19/07 TIME: 1:00 PM SWC NUMBER : 309				PAGE 45
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00014	COMMODITY CODE: 205-85-069171 ALL "TYPE I" OR "TYPE II" SERVER-RELATED AND ALL STORAGE SYSTEM-RELATED HARDWARE (ALL HARDWARE EXCEPT SERVERS OR STORAGE SYSTEMS OR ITEMS PROVIDED AS PART OF A SERVER CONFIGURATION DEFINED IN "LINE 0" OF AN ITB SPECIFICATION/CHECKSHEET OR ITEMS PROVIDED AS PART OF A SUN STANDARD SERVER OR STORAGE SYSTEM CONFIGURATION), EXCEPT RAM, CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF SUN MICROSYSTEMS; INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE.	1	APCAT					

PRICE SHEET				PRICE SHEET				
BIDDER : *WEB**WEB**WEB**WEB**WEB**WEB*				NUMBER : 2057000 OPEN DATE : 09/19/07 TIME: 1:00 PM SWC NUMBER : 309				PAGE 46
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00015	COMMODITY CODE: 205-85-069172 ALL "TYPE I" OR "TYPE II" SERVER-RELATED AND ALL STORAGE SYSTEM-RELATED HARDWARE (EXCEPT SERVERS OR STORAGE SYSTEMS, PROCESSORS, RAM, FIXED DISK DRIVES, AND HOST BUS ADAPTERS (HBAS), ALL OF WHICH WILL, UNDER THIS SWC, BE CONTAINED IN THE SUN MICROSYSTEMS PRODUCT AND/OR SERVICES CATALOG) CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF ALL OTHER MANUFACTURERS (MANUFACTURERS OTHER THAN SUN MICROSYSTEMS); INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE.	1	APCAT					
00016	COMMODITY CODE: 205-66-070791 ALL SOFTWARE CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF SUN MICROSYSTEMS; INCLUDED BY THE	1	APCAT					

PRICE SHEET				PRICE SHEET				
BIDDER : *WEB**WEB**WEB**WEB**WEB**WEB*				NUMBER : 2057000 OPEN DATE : 09/19/07 TIME: 1:00 PM SWC NUMBER : 309				PAGE 47
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00017	BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE. COMMODITY CODE: 205-66-070792 ALL SOFTWARE CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF ALL OTHER MANUFACTURERS (MANUFACTURERS OTHER THAN SUN MICROSYSTEMS); INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT	1	APCAT					

PRICE SHEET				PRICE SHEET				
BIDDER : *WEB**WEB**WEB**WEB**WEB*				NUMBER : 2057000 OPEN DATE : 09/19/07 TIME: 1:00 PM SWC NUMBER : 309				PAGE 48
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00018	(0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE. COMMODITY CODE: 205-85-069177 ALL OTHER ITEMS (ITEMS NOT DESCRIBED IN PRICE SHEET LINES #S 1 - 14 AND LINE #16, ABOVE AND LINE #20, BELOW, AND LIMITED IN THESE LINES TO THE SUN MICROSYSTEMS PRODUCT AND/OR SERVICES CATALOGS) CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF SUN MICROSYSTEMS; INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL.	1	APCAT					

PRICE SHEET			PRICE SHEET					
BIDDER : *WEB**WEB**WEB**WEB**WEB*			NUMBER : 2057000 OPEN DATE : 09/19/07 TIME: 1:00 PM SWC NUMBER : 309					PAGE 49
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00019	THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE. COMMODITY CODE: 205-85-069178 ALL OTHER ITEMS (ITEMS NOT DESCRIBED IN PRICE SHEET LINES #S 15 AND 17, ABOVE AND LINE #21, BELOW, AND NOT LIMITED TO THE SUN MICROSYSTEMS PRODUCT AND/OR SERVICES CATALOGS) CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF ALL OTHER MANUFACTURERS (MANUFACTURERS OTHER THAN SUN MICROSYSTEMS); INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE.	1	APCAT					

PRICE SHEET				PRICE SHEET				
BIDDER : *WEB**WEB**WEB**WEB**WEB**WEB*				NUMBER : 2057000 OPEN DATE : 09/19/07 TIME: 1:00 PM SWC NUMBER : 309				PAGE 50
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00020	COMMODITY CODE: 948-23-069179 ALL SERVICES (EXCEPT THOSE SERVICES FOR WHICH A UNIT PRICE OR AN HOURLY RATE - NOT A PERCENTAGE - IS REQUIRED TO BE BID ON A PRICE SHEET LINE OF THIS ITB), INCLUDING (BUT NOT LIMITED TO) TRAINING, CONSULTATION, AND/OR 4-YEAR OR 5-YEAR HARDWARE MAINTENANCE, CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF SUN MICROSYSTEMS; INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING BIDDER/CONTRACTOR IN THE PRICING CATALOG CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE.	1	APCAT					
00021	COMMODITY CODE: 948-23-069180 ALL SERVICES (EXCEPT THOSE SERVICES FOR WHICH A UNIT PRICE OR AN HOURLY RATE - NOT A PERCENTAGE - IS REQUIRED TO BE BID ON A PRICE SHEET LINE OF THIS ITB), INCLUDING (BUT NOT LIMITED TO) TRAINING,	1	APCAT					

PRICE SHEET			PRICE SHEET					
BIDDER : *WEB**WEB**WEB**WEB**WEB**WEB*			NUMBER : 2057000 OPEN DATE : 09/19/07 TIME: 1:00 PM SWC NUMBER : 309					PAGE 51
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
	CONSULTATION, AND/OR 4-YEAR OR 5-YEAR HARDWARE MAINTENANCE, CONTAINED IN THE CURRENT PRODUCT AND/OR SERVICES CATALOGS OF ALL OTHER MANUFACTURERS (MANUFACTURERS OTHER THAN SUN MICROSYSTEMS); INCLUDED BY THE BIDDER/CONTRACTOR IN THE PRICING CATALOG EXTRACT(S) FOR THIS ITB/SWC SUBMITTED TO AND ACCEPTED BY THE STATE; AND FALLING WITHIN THE SCOPE OF THIS ITB. UNIT APCAT = AS PER CATALOG A SINGLE PERCENTAGE (%) PLUS (+) OR MINUS (-) EXPRESSED AS: (+) FOR A MARK-UP/SURCHARGE (-) FOR A DISCOUNT (0) FOR NET COST. FAILURE TO INDICATE A MINUS (-) WILL RESULT IN THE BID BEING CONSIDERED AS A PLUS (+) FOR A MARK-UP/SURCHARGE. THIS PERCENTAGE MUST ALSO BE ENTERED IN THE APPROPRIATE LINE(S) OF THE ITB EVALUATION MODEL. THE STATE WILL APPLY THIS PERCENTAGE TO THE PRICES (CONTAINED IN THE PRICING CATALOG EXTRACT) OF ALL CONTRACT ITEMS MEETING THE DESCRIPTION GIVEN ABOVE.							
00022	REQUISITION LINE CANCELLED							
00023	REQUISITION LINE CANCELLED							
00024	REQUISITION LINE CANCELLED							
00025	REQUISITION LINE CANCELLED							
00026	REQUISITION LINE CANCELLED							

PRICE SHEET				PRICE SHEET				
BIDDER : *WEB**WEB**WEB**WEB**WEB*				NUMBER : 2057000 OPEN DATE : 09/19/07 SWC NUMBER : 309				PAGE 52
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	+/- PERCENT				
00027	REQUISITION LINE CANCELLED							
00028	REQUISITION LINE CANCELLED							
00029	REQUISITION LINE CANCELLED							
00030	REQUISITION LINE CANCELLED							
00031	REQUISITION LINE CANCELLED							
00032	REQUISITION LINE CANCELLED							
00033	REQUISITION LINE CANCELLED							
00034	REQUISITION LINE CANCELLED							
00035	REQUISITION LINE CANCELLED							
00036	REQUISITION LINE CANCELLED							
00037	REQUISITION LINE CANCELLED							
00038	REQUISITION LINE CANCELLED							
00039	REQUISITION LINE CANCELLED							

PRICE SHEET		INVITATION TO BID		
BIDDER : *WEB**WEB**WEB**WEB**WEB**WEB*		NUMBER : 2057000 OPEN DATE : 09/19/07 TIME: 1:00 PM SWC NUMBER : 309		PAGE 53
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
00040	COMMODITY CODE: 948-23-069578 HOURLY RATE: PPM (BETWEEN 7:00 A.M. AND 4:30 P.M. LOCAL TIME, MONDAY THROUGH FRIDAY, EXCEPT STATE HOLIDAYS) HARDWARE CONFIGURATION AND/OR TUNING CONSULTING SERVICES, WITHIN THE STATE'S ENVIRONMENT/INFRASTRUCTURE, FOR ANY EQUIPMENT DELIVERED UNDER THIS CONTRACT OR ANY EQUIPMENT WITH WHICH EQUIPMENT DELIVERED UNDER THIS CONTRACT WILL INTEROPERATE. THIS SERVICE MAY BE PERFORMED ONLY BY A BADGED EMPLOYEE OF SUN MICROSYSTEMS. UNIT HOUR = PER PPM HOUR	200	HR	\$ _____
00041	COMMODITY CODE: 948-23-069579 HOURLY RATE: NON-PPM (AT ALL OTHER TIMES EXCEPT THOSE TIMES DESCRIBED IN LINE 40, IMMEDIATELY ABOVE, AS PPM) HARDWARE CONFIGURATION AND/OR TUNING CONSULTING SERVICES, WITHIN THE STATE'S ENVIRONMENT/INFRASTRUCTURE, FOR ANY EQUIPMENT DELIVERED UNDER THIS CONTRACT OR ANY EQUIPMENT WITH WHICH EQUIPMENT DELIVERED UNDER THIS CONTRACT WILL INTEROPERATE. THIS SERVICE MAY BE PERFORMED ONLY BY A BADGED EMPLOYEE OF SUN MICROSYSTEMS. UNIT HOUR = PER NON-PPM HOUR	75	HR	\$ _____
00042	COMMODITY CODE: 983-57-069580 FLAT FEE: RAPID DELIVERY, INCLUDING INSIDE DELIVERY, TO ANY LOCATION IN THE CONTIGUOUS UNITED STATES OF UP TO TWO "TYPE II" SERVER SYSTEMS OR OF LESS THAN 275 POUNDS OF "TYPE II" SERVER-RELATED HARDWARE ORDERED IN RESPONSE TO A CATASTROPHIC EVENT. DELIVERY MUST BE EFFECTED WITHIN THE TIMEFRAME SPECIFIED IN THE ITB. UNIT INCIDENT = AS PER INCIDENT OF DELIVERY OF SPECIFIED EQUIPMENT	10	INCID	\$ _____
00043	COMMODITY CODE: 983-57-069581 FLAT FEE: RAPID DELIVERY, INCLUDING INSIDE DELIVERY, TO ANY LOCATION IN THE CONTIGUOUS UNITED STATES OF BETWEEN 275 POUNDS AND 400 POUNDS, INCLUSIVE, OF "TYPE II" SERVER-RELATED HARDWARE, EXCLUDING SERVER SYSTEMS, ORDERED IN RESPONSE TO A CATASTROPHIC EVENT. DELIVERY MUST BE EFFECTED WITHIN THE TIMEFRAME SPECIFIED IN THE ITB. UNIT INCIDENT = AS PER INCIDENT OF DELIVERY OF SPECIFIED EQUIPMENT	10	INCID	\$ _____

PRICE SHEET		INVITATION TO BID		
BIDDER : *WEB**WEB**WEB**WEB**WEB*		NUMBER : 2057000 OPEN DATE : 09/19/07 TIME: 1:00 PM SWC NUMBER : 309		PAGE 54
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
00044	COMMODITY CODE: 948-23-069582 HOURLY RATE: PPM (BETWEEN 7:00 A.M. AND 4:30 P.M. LOCAL TIME, MONDAY THROUGH FRIDAY, EXCEPT STATE HOLIDAYS) SOFTWARE CONFIGURATION AND/OR TUNING CONSULTING SERVICES, WITHIN THE STATE'S ENVIRONMENT/INFRASTRUCTURE, FOR ANY EQUIPMENT DELIVERED UNDER THIS CONTRACT OR ANY EQUIPMENT WITH WHICH EQUIPMENT DELIVERED UNDER THIS CONTRACT WILL INTEROPERATE. THIS SERVICE MAY BE PERFORMED ONLY BY A BADGED EMPLOYEE OF SUN MICROSYSTEMS. UNIT HOUR = PER PPM HOUR	200	HR	\$ _____
00045	COMMODITY CODE: 948-23-069583 HOURLY RATE: NON-PPM (AT ALL OTHER TIMES EXCEPT THOSE TIMES DESCRIBED IN LINE 44, IMMEDIATELY ABOVE, AS PPM) SOFTWARE CONFIGURATION AND/OR TUNING CONSULTING SERVICES, WITHIN THE STATE'S ENVIRONMENT/INFRASTRUCTURE, FOR ANY EQUIPMENT DELIVERED UNDER THIS CONTRACT OR ANY EQUIPMENT WITH WHICH EQUIPMENT DELIVERED UNDER THIS CONTRACT WILL INTEROPERATE. THIS SERVICE MAY BE PERFORMED ONLY BY A BADGED EMPLOYEE OF SUN MICROSYSTEMS. UNIT HOUR = PER NON-PPM HOUR	75	HR	\$ _____