

TAB 3



City of Palmetto Agenda Item

Meeting Date

11/7/11

Presenter: **Jim Freeman**

Department: **City Clerk**

Title: Contract between DSM and Palmetto for IT Virtualization

The City was awarded \$250,000 for energy efficient enhancements as part of the Energy Efficiency Block Grant (EECBG) state program. One of the tasks items involves consolidating our existing servers into two new servers by way of a process called virtualization. This consolidation will save the City energy costs because the power requirements will be much less since we are consolidating from seven servers to two.

The City issued a Request for Quotes(RFQ) on August 31, 2011. Responses were due on September 28, 2011. The City received two responses. DSM Technology Consultants and PCM Networking were the two companies who responded. The quotes were evaluated and graded based on 5 different factors(see attachment A for scoring). Staff recommends DSM to complete the work.

The attached contract meets the requirements of the grant and has a not to exceed price of \$57,656.00. This price could be lower based on actual hours billed during the installation process. The estimated budget for this project was approximately \$40,000, but we have transferred grant budget dollars from one of the other line items(lighting retrofit) that came in under budget. The State energy office has approved our request to transfer the budget dollars from the lighting retrofit to cover the shortfall for this project.

Budgeted Amount:

Approximately
\$58,000

Budget Page No(s):

Available Amount:

\$58,000

Expenditure Amount:

\$58,000

Additional Budgetary Information:

This expenditure is being paid for from the grant dollars the City was awarded as part of the \$250k EECBG grant.

Funding Source(s):

Sufficient Funds Available: ☒ Yes
☐ No

Budget Amendment Required: ☒ Yes
☐ No

Source:

City Attorney Reviewed:

☒ Yes
☐ No
☐ N/A

Advisory Board Recommendation:

☐ For
☐ Against
☒ N/A

Consistent With:

☐ Yes
☐ No
☐ N/A

Potential Motion/ Direction Requested:

Motion to approve and authorize the Mayor to execute the contract with DSM and the City of Palmetto for the of IT virtualization project in an amount not to exceed \$57,656.

Staff Contact:

Jim Freeman

Attachments:

Contract document, scoring sheets

IT Virtualization Project Evaluation Summary

Jim Freeman

DSM		Notes/Comments
Staff Experience(15pts)	14	Provided 5 VM references of recent work. All references spoke very highly and said conversion went very well with little to no downtime. One of references was County Government. Been in business for 24 years. Listed on state contract as IT vendor for disaster recovery and IT consulting. DSM has successfully implemented over 50 VM ware projects.
Qualifications (20 pts)	18	Approximately 40 employees at the corporate location in Lakeland. RFP listed 7 engineers so the bench depth appears to be more extensive if the project runs into trouble. Several of the resources listed appear to have VM ware experience and have work on conversion projects int he past. Several of the engineers have been with DSM for over 5 years.
Fee (30 pts)	30	Fee for both companies was very comparable. DSM choose to reuse some existing hardware for the Vcenter and back-up host which resulted in an overall lower cost on the hardware. Software was comparable between both companies, DSM included a SSL certificate and 10 fewer windows calls. Per unit software licensing was identical for windows calls and sql. Per hour labor rate for DSM was slightly higher at \$135 vs. \$110. However, DSM gave a not to exceed number of 120 and could be lower based on actual hours. PCM gave a estimate of 100-116 hours with verbal not to exceed and could be lower based on actual hours. Overall labor costs for PCM was lower. Total project costs was slightly lower for DSM versus PCM(\$57,656 versus \$58,738.67@116 hrs)
Project Approach (30pts)	30	Overall project approach was slightly more detailed for DSM. Provided a six phase approach which they have used with other clients for 20 years. DSM utilizes templates that appear to help during new server roll-outs. DSM's references were very complementary of the project approach and overall professionalism and organization of the work.
Project Timeline(20pts)	20	Both companies indicated that they could meet the deadline of January 15, 2012. However, if the project ran into trouble, I feel DSM had a few more resources to ensure the project could be completed on time.
Other Factors(5pts)	4	DSM has other experience in disaster recovery and data center operations which may come in handy as we look for alternative solutions for a secondary site. DSM is on state contract as consultants and disaster recovery services. Once again I was impressed by the depth of resources.
Total Score	116	

PCM Networking		Notes/Comments
Staff Experience(15pts)	12	PCM been in business for 15 years with approximately 20 employees. 2 references given for VM ware conversion along with 3 City references. References were favorable, all VM ware conversions were done by Kent. One of the two VM ware conversion was still in process. City references said they were generally happy with service. One City had a bad experience with a network engineer(non VM), but he was quickly replaced. It appears PCM has just recently started doing VM ware conversions and doesn't have as many completed projects compared to DSM.
Qualifications (20 pts)	16	Kent appears to be very knowledgeable and capable of doing the conversion. The depth of other engineers that might be available if the project runs into trouble with implementation or timeframes was not very clear. Some concern as to the additional resources that may be available compared to the other vendor. Kent has been with PCM for 3 years compared to over 5 years with other vendor.
Fee (30 pts)	30	Fee for both companies was very comparable. DSM choose to reuse some existing hardware for the Vcenter and back-up host which resulted in an overall lower cost on the hardware. Software was comparable between both companies, DSM included a SSL certificate and 10 fewer windows calls. Per unit software licensing was identical for windows calls and sql. Per hour labor rate for DSM was slightly higher at \$135 vs. \$110. However, DSM gave a not to exceed number of 120 and could be lower based on actual hours. PCM gave a estimate of 100-116 hours with verbal not to exceed and could be lower based on actual hours. Overall labor costs for PCM was lower. Total project costs was slightly lower for DSM versus PCM if you use max hours(\$57,656 versus \$58,738.67@116 hrs)
Project Approach (30pts)	29	Project approach appeared to be adequate and the estimated hours to complete the project was in line with the other bid. The level of detail in regarding the implementation was not as detailed compared to the other vendor, but not drastically different. I gave a slight edge to DSM based on references and information provided in the response.
Project Timeline(20pts)	20	PCM's timeline conforms to the requirements of the bid and it appears they could meet the desired timeline if no major issues surfaced. I rated both companies the same in this category.
Other Factors(5pts)	5	PCM is based in Sarasota and they have done good work for the City in the past.
Total Score	112	

IT Virtualization Project Evaluation Summary

Todd Williams

	DSM	Notes/Comments
Staff Experience(15 pts)	14	Deeper Bench. More resources. May be important if problems come up.
Qualifications (20 pts)	18	Provided 7 staff engineers with much more experience. National presence with much more experience in VM projects. Engineers have multiple certifications. Also have a DBA.
Fee (30 pts)	30	Very comparable plans and fees. Not to exceed number given in writing. Hardware costs a little cheaper, hourly rates was more, total project costs about the same.
Project Approach (30pts)	29	More detailed approach and project plan. Weekly project updates with deliverables. Templates from past projects will be used. Also they specifically mentioned working with current IT staff to transition knowledge for ongoing maintenance.
Project Timeline(20pts)	20	Week by Week plan. Estimate at 5 weeks and within establish timeframe.
Other Factors(5pts)	5	Have data centers and could help in a disaster. State contractor for IT and DR.
Total Score	116	

	PCM Networking	Notes/Comments
Staff Experience(15pts)	12	Smaller company with what appears to be not as much VM ware projects "under their belt". Some concern about resource availability if problems arise.
Qualifications (20 pts)	14	Number of engineers assigned to the project not as deep. Kent appears to be very knowledgeable and a good technical resource. He appears to be the "go to guy for VM" and currently working on Longboat and Roscamp. No other VM ware experts listed.
Fee (30 pts)	30	Very comparable plans and fees. Not to exceed number given in writing. Hardware costs a little cheaper, hourly rates was more, total project costs about the same.
Project Approach (30pts)	28	Approach was to the project appeared to be adequate. Proposal and specifics not quite as detailed compared to other vendor.
Project Timeline(20pts)	20	Hours appear to be comparable to other vendor. Per conversations with PCM they could meet the Jan. 15th deadline.
Other Factors(5pts)	5	local company
Total Score	109	

Florida Energy Efficient Conservation
Block Grant Agreement 17657 (formerly
ARS016)

City of Palmetto and
DSM Technology Consultants

November 7, 2011

**AGREEMENT
BETWEEN
CITY OF PALMETTO
AND DSM TECHNOLOGY CONSULTANTS**

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This is an AGREEMENT between the City of Palmetto (OWNER) and DSM Technology Consultants (CONTRACTOR).

Clark Communities, Inc. (CONSULTANT) is assisting OWNER with administering an Energy Efficiency & Conservation Block Grant (EECBG) program from the Florida Energy and Climate Commission.

SECTION 1- DEFINITIONS

Wherever used in this Agreement, the following terms have the meaning indicated which are applicable to both the singular and the plural thereof:

1.1 Grant

Grant shall be defined as the Energy Efficient Conservations Block Grant (EECBG) grant number 17657 (formerly ARS016) between the City of Palmetto and State of Florida Executive Office of the Governor, Florida Energy and Climate Commission. A copy of this grant document is on file with the City Clerk for the City of Palmetto.

1.2 Additional Services

Additional Services means the services to be performed or furnished to OWNER by CONTRACTOR as described in Section 4.1 of this Agreement.

1.3 Agreement

Agreement means this contract between the City of Palmetto and DSM Technology Consultants for the virtualization of computer server hardware.

1.4 Project

Project means the services to be performed for or furnished to OWNER by CONTRACTOR as described in Section 2.1 of this Agreement.

1.5 Contractor

CONTRACTOR means DSM Technology Consultants having a contract with OWNER to perform or furnish Basic or Additional Services(as approved) as contained in the Request for Proposal.

1.6 Consultant

CONSULTANT shall mean Clark Communities, Inc. (CCI) who has been contracted by the OWNER to perform grant administration service related to the EECBG #17567 (formerly ARS016) grant.

1.7 Request for Proposal(RFP)

Request for Proposal shall mean the document that was issued on August 31, 2011 with a response due date of September 21, 2011. The deadline was subsequently extended to September 28, 2011. A copy of the RFP and amendments is attached as **exhibit "A"**.

SECTION 2 - CONTRACTOR RESPONSIBILITIES

2.1 Project Scope

CONTRACTOR shall provide to OWNER installation of IT server equipment upgrades as outlined in the proposal that was submitted by DSM Technology Consultants and attached hereto as **Exhibit "B"**. These services shall include serving as OWNER'S contract representative for the installation of energy-efficient IT server hardware (task #3) within the EECBG grant number 17657 (formerly ARS016).

2.2 Construction Phase

CONTRACTOR shall provide all necessary and required duties until completion of the PROJECT. CONTRACTOR shall be the primary responder to the Florida Energy & Climate Commission for all services for the specific line item functions as defined in Section 2.1. CONTRACTOR shall report to Mr. Jim Freeman – Palmetto City Clerk – and shall coordinate all duties through his office.

2.3 Notice of Non-Compliance

CONTRACTOR shall give notice to the OWNER whenever CONTRACTOR becomes aware of any development that would cause non-compliance of the OWNER with respect to the terms of the GRANT or any defect or non-conformance in the work of CONTRACTOR or any sub-contractor.

2.4 CONTRACTOR shall comply with the requirements or any assurances contained in the Request for Proposal(RFP), CONTRACTOR's response to the Request for Proposal(RFP), grant authorization, and any applicable federal, state or local law. This compliance requirement includes the requirements of **Attachment F**, attached hereto and incorporated herein by reference. In the event that Contractor, its employees, subcontractors, agents or assigns fails to comply with the requirements of this Section 2.4, CONTRACTOR shall reimburse the City for any costs, fees, and penalties incurred as a result of such failure.

2.5 Federal Law Provisions

The CONTRACTOR must agree to abide by all Federal Provisions outlined in 10 CFR 600 and ARRA 111-5 upon execution of the contract. If CONTRACTOR does not abide by all Federal and State provisions the City has the right to terminate the contract immediately.

2.6 Buy American Requirements

The CONTRACTOR must agree to abide by all provisions of Section 1605 of the Recovery and Reinvestment Act that requires that all infrastructure projects involving construction, alteration, maintenance or repair of public buildings or public works must be accomplished using iron, steel and manufactured goods produced in the United States. The Buy American provision is only applied in a manner consistent with United States obligations under international agreements.

2.7 Davis Bacon Requirements

The CONTRACTOR must agree to abide by all provisions of Section 1606 of the Recovery and Reinvestment Act that requires that all laborers and mechanics employed by CONTRACTORS and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

SECTION 3 - OWNER'S RESPONSIBILITIES

- 3.1 OWNER shall designate, in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to OWNER's services for the PROJECT provided that such actions are consistent with City Ordinances and adopted City rules and procedures and the terms of the grant award.
- 3.2 OWNER shall assist CONTRACTOR by placing at CONTRACTOR's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 3.3 OWNER shall arrange for access and make all provisions for CONTRACTOR to enter upon public and private property as required for CONTRACTOR to perform services under this Agreement.
- 3.4 OWNER shall provide accounting and cost estimating as required for the PROJECT; such legal services as OWNER may require or may reasonably request with regard to legal issues pertaining to the PROJECT, including any that

may be raised by CONTRACTOR(s); such auditing services as OWNER may require to ascertain how or for what purpose any CONTRACTOR has used the monies paid under the AGREEMENT; and such inspection services as OWNER may require to ascertain that CONTRACTOR(s) are complying with any law, rule, regulation, or ordinance, code or order applicable to their furnishing and performing the work.

- 3.5 OWNER shall give written notice to CONTRACTOR whenever OWNER becomes aware of any development that affects the scope or timing of the PROJECT or any defect or non-conformance in the work of any Contractor.
- 3.6 OWNER shall furnish or direct CONTRACTOR to provide ADDITIONAL SERVICES as stipulated under Section 4.1 of this Agreement or other services as required.

SECTION 4 – OTHER CLAUSES

4.1 Additional Services

Additional services shall be defined as anything above and beyond the scope of services as contained in the PROJECT. All additional services must be authorized in writing by OWNER before any work of the CONTRACTOR can commence.

These services are not included as a part of PROJECT and shall be included as an Amendment to this AGREEMENT. An additional Scope of Services, with corresponding fee, will be proposed to OWNER at that time.

4.2 Standard of Care

The standard of care for all construction services performed or furnished by CONTRACTOR under this Agreement will be the care and skill ordinarily used by professionals practicing under similar conditions at the time and in the same locality.

4.3 Prohibition Against Contingent Fees

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee of CONTRACTOR to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any person or company other than a bona fide employee of CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

4.4 Remedies

This AGREEMENT shall be governed by the laws of the State of Florida. Unless otherwise provided in this AGREEMENT, all claims, counter-claims,

disputes and other matters in question between the local government and the CONTRACTOR, arising out of or relating to this AGREEMENT, or the breach thereof shall be filed in the courts in and for Manatee County, Florida.

4.5 Access to Records

The OWNER, the Florida Energy & Climate Commission and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this AGREEMENT for the purpose of making audit, examination, excerpts, and transcriptions. CONTRACTOR recognizes that such books, documents, papers and records shall be subject to Chapter 119, Florida Statutes.

4.6 Retention of Records

CONTRACTOR shall return all records relating to this AGREEMENT to the OWNER after final payment and all other pending matters are closed.

4.7 Environmental Compliance

If this AGREEMENT exceeds \$100,000, the CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The CONTRACTOR shall include this clause in any subcontracts over \$100,000.

4.8 Energy Efficiency

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

4.9 Conflicts with Other Clauses

If this AGREEMENT contains any clauses which conflict with the above clauses, then this AGREEMENT will be governed by the clause(s) in this section.

4.10 Notices and Contact

The representative of OWNER responsible for this AGREEMENT is Shirley Groover Bryant, Mayor, City of Palmetto, 516 8th Avenue West, Palmetto, FL 34221.

The representative of CONTRACTOR responsible for this AGREEMENT shall be Jack Trantham, DSM Technology Consultants, 6810 New Tampa Highway Suite 600 Lakeland, FL 33815.

SECTION 5- AMOUNT AND TIMES OF PAYMENT

- 5.1 The fee to perform all services related to this AGREEMENT shall not exceed \$57,656.00 and is contained in the Request for Proposal(RFP) submission from CONTRACTOR which is attached as exhibit "B".
- 5.2 As payment for services in Section 2, OWNER shall pay CONTRACTOR 50% of the AGREEMENT amount at the time materials are ordered and 50% upon completion of the work.
- 5.3 In the event of non-payment of fees for services or costs according to this agreement, CONTRACTOR shall have the right to cease all further services for non-payment, after written notice to the OWNER and shall be relieved of future obligations until payment is received.

SECTION 6- Termination Clause

- 6.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party prior to termination.
- 6.2 This AGREEMENT may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the CONTRACTOR is afforded the same notice and consultation opportunity specified in 6.1 above.
- 6.3 If termination for default is effected by the OWNER, an equitable adjustment in the price for this AGREEMENT shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the OWNER because of the CONTRACTOR's default.
- 6.4 If termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.
- 6.5 Upon receipt of a termination action under paragraphs 6.1 or 6.2 above, the CONTRACTOR shall promptly discontinue all affected work (unless the notice

directs otherwise) and deliver or otherwise make available to the OWNER all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this AGREEMENT, whether completed or in process.

- 6.6 Upon termination, the OWNER may take over the work and may award another party the AGREEMENT to complete the work described in this AGREEMENT.
- 6.7 If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the AGREEMENT price shall be made as provided in paragraph 6.3 above.

SECTION 7- ADDITIONAL TERMS

- 7.1 CONTRACTOR shall release, indemnify, and hold harmless OWNER from and against any claims, fees, and costs including without limitation, reasonable attorney's fees and costs, which may be incurred by the acts of the party as a result of or related to activities pursuant to this AGREEMENT.
- 7.2 Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 7.3 In the event that either party designates different representatives after execution of this AGREEMENT, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this AGREEMENT.
- 7.4 This Agreement constitutes the entire Agreement between OWNER and CONTRACTOR and supersedes all prior written or oral understandings. This AGREEMENT may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 7.5 Prior to starting any work, the awarded CONTRACTOR shall provide a copy of a Certificate of Insurance with the City of Palmetto named as an Additional Insured to liability coverage on the certificate, for the duration of the contract.

All contractors performing services for the City of Palmetto are required to provide notification of Certificate of Insurance cancellation 30-60 days prior to cancellation.

It is the responsibility of the CONTRACTOR to insure that all subcontractors comply with all insurance requirements

A. Workers' Compensation / Employer's Liability

1. Worker's Compensation: meets statutory limits in compliance with the workers' compensation laws of the State of Florida.
2. Employer's Liability: \$500,000 each accident, \$500,000 each employee (disease), \$500,000 disease (policy limit).

B. Commercial General Liability – includes Bodily Injury Liability, Property Damage Liability, Personal Injury Liability and Advertising Injury Liability

Coverage Includes: Premises / Operations
Products / Completed Operations
Contractual Liability
Independent Contractors
Limit of Liability: \$1,000,000 each occurrence
combined single limit or
\$1,000,000 each occurrence /
\$1,000,000 general aggregate.

C. Business Auto Liability

Coverage Includes: Owned Autos
Leased Autos
Hired Autos
Non-owned Autos
Limit of Liability: \$1,000,000 each occurrence
combined single limit or
\$1,000,000 each occurrence /
\$1,000,000 general aggregate

Professional Liability/E&O

Limit of Liability: \$1,000,000 minimum

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 7th Day of the Month of November, 2011.

OWNER:

Honorable Shirley Groover Bryant
Mayor
City of Palmetto

CONTRACTOR

Jack Trantham
Technology Consultant
DSM Technology Consultants

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jefferson-Allsopp, Inc. P. O. Box 3667 439 S. Florida Ave., Suite 201 Lakeland, FL 33802-3667	CONTACT NAME: Lisa Lund PHONE (A/C, No. Ext): 863.688.7691 FAX (A/C, No.): 863.688.6417 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED DSM.NET, INC. 6810 NEW TAMPA HWY SUITE 400, 500 & 600 LAKELAND, FL 33815 FAX: 813-435-2166	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Co		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 10-11

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

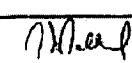
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A	GENERAL LIABILITY		21SBAK88695	12/01/2010	12/01/2011	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (EA OCCURRENCE)</td><td>\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N																			
If yes, describe under DESCRIPTION OF OPERATIONS below																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CITY OF PALMETTO IS ADDED AS ADDITIONAL INSURED TO THE ABOVE GENERAL LIABILITY POLICY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

CITY OF PALMETTO CITY CLERK ATTN: JIM FREEMAN 516 8th AVE WEST PALMETTO, FL 34221	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p> <p>Jamie Pollard/KIM</p>
--	--

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Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not affirmatively or negatively amend, extend, or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder. **IMPORTANT: If SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

Named Insured(s):

TriNet HR Corporation
and all its affiliates and subsidiaries*
DSM.NET Inc (Endorsed as alternate employer)
9000 Town Center Parkway
Bradenton, FL 34202

Insurer Affording Coverage

Charis Casualty Company (A)
Commerce & Industry Ins Company (B)
Ins Co of the State of Pennsylvania (C)
Nat Union Fire Ins Co of Pittsburgh PA (D)
New Hampshire Insurance Company (E)

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the Certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

Type of Insurance	Insurer	Policy Number	State	Effective Date	Expiration Date	Limits <input checked="" type="checkbox"/> WC Statutory Limits
Workers' Compensation	B	046926592	FL	07/01/2011	07/01/2012	Employers Liability
						Bodily Injury By Accident \$ 2,000,000 Each Accident
						Bodily Injury By Disease \$ 2,000,000 Each Person
						Bodily Injury By Disease \$ 2,000,000 Policy Limit

Other: Client: 7ED / 8732

The above referenced workers' compensation policies provide statutory benefits only to the employees of the Named Insured(s) on such policies, not to the employees of any other employer.

*TriNet HR V, Inc; TriNet HR Corporation

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the insurer affording coverage or its designee will endeavor to provide 30 days written or electronic mail notice to the certificate holder named herein, but failure to provide such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives.

Certificate Holder:

DSM.NET Inc
6810 New Tampa Hwy
Ste 600
Lakeland, FL 33815

AON Risk Services Northeast, Inc.

AON Risk Services Northeast, Inc.

(866) 443-8489
Phone

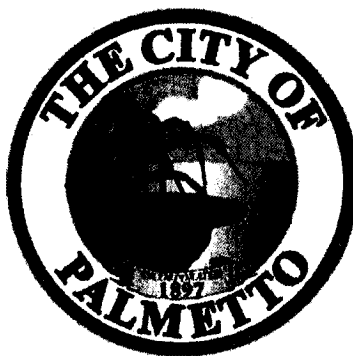
09/12/2011
Date Issued

CITY OF PALMETTO

REQUEST FOR QUOTE

INFORMATION TECHNOLOGY

VIRTUALIZATION



August 31, 2011

**Please Submit Response No Later Than
2:00pm EST on September 21, 2011**

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1. BACKGROUND

The City of Palmetto has been awarded an Energy Efficiency Conservation Block Grant (EECBG). This grant allows the City to promote energy efficiency by reducing the amount of servers within the Information Technology (IT) Department through virtualization. This Request for Quote (RFQ) is being issued by the City of Palmetto to identify qualified vendors or individuals (consultant) who can provide a solution for the virtualization of the equipment within the IT Department.

The City of Palmetto intends to enter into one contract with a qualified vendor to provide the services outlined in this RFQ. The estimated budget for this project is approximately \$50,000.

1.1 Questions Prior to Closing Date

Submission of all questions should be emailed to:

Jim Freeman at jfreeman@palmettofl.org and Nixa Haisley at nhaisley@palmettofl.org no later than 5:00pm on Monday, September 12, 2011.

1.2 Action Resulting from Questions

Any interpretation, correction or change in the Request for Quote (RFQ) documents after receipt and report will be made by email to all registered Consultants by means of a formal written list of questions and answers. The City shall not be responsible for any instructions or information given to consultant orally.

2. INSTRUCTIONS FOR RESPONDENTS

2.1 Pre-proposal Meeting

All vendors intending to respond to this RFQ are highly encouraged to attend our Pre-proposal meeting scheduled for **September 6, 2011 at 2:00pm** in the City Hall Commission Chambers located at 516 8th Avenue West, Palmetto, FL 34221.

The Pre-proposal meeting will include a Project Overview, Site Visit and a Questions & Answer Session.

2.2 Examination of RFQ Documents

Consultants shall promptly examine all of the RFQ documents after receipt and report to the persons named in 1.1 (Questions Prior to the Closing Date) of any errors, omissions or ambiguities discovered therein, or soon as possible or at least five (5) working days prior to the closing date.

2.3 Quote Structure and Content

The requirements of the organization and content of a Quote are described in Section 4 of this document. We ask that Consultant's carefully review this section for compliance.

2.4 Quote Submission Deadline

Submissions are due by **2:00pm on September 21, 2011**. Refer to Section 2.5 for additional details regarding submission of your quote.

2.5 Quote Submission Details

The City requires at minimum one (1) original and two (2) hard copies of all submission material to facilitate review. The City deserves the right to photocopy the submission for the purposes of review. Hard copies are to be clearly labeled "RFQ IT VIRTUALIZATION" and received in City Hall no later than the RFQ closing date noted in Section 2.3 to:

City of Palmetto
c/o Nixa Haisley
516 8th Avenue W
Palmetto, FL 34221

2.6 Late Quotes

Quotes received after the date and time specified will not be considered. Quotes submitted to an address other than as specified above will not be considered. Email quotes will not be accepted.

2.7 Discretion of the City

The City reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the City reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received by the first submission date may or may not be rejected by the City depending on available competition and current needs of the City. Quotes will be reviewed for best value; the most responsive, responsible bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the City, and who is fit and capable to perform the bid as made and best meets the interest of the City.

To be responsive, a bidder shall submit a quote which conforms in all material respects to the requirements set forth in the RFQ.

To be a responsible bidder, the quote shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information the City deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

2.8 Announcement of Successful Consultant

The successful consultant will be advised that they have been identified as the party whom the City wishes to enter into contract negotiations for the supply of the Goods and Services. Unsuccessful consultant will be informed, via email, shortly after the City has selected the successful consultant.

3.0 PROJECT DETAILS

3.1. Background

The City of Palmetto IT Department houses the majority of the City's servers and network equipment. These systems provide critical services for City Hall, Public Works and our Police Department and operate 24 hours a day, 365 days a year. As City services expand, additional spacing and resources must be dedicated to this system. The ability to maximize space, while conserving energy has led us to consider virtualization.

Virtualization enables a reduction of IT costs while increasing the efficiency, utilization and flexibility of existing assets. In January 2011, the City of Palmetto received an assessment outlining how Virtualization could improve our system and streamline energy efficiencies. A total of 7 systems were analyzed and the assessment included two analysis scenarios. (See Attachment VMware Capacity Planner Results)

The IT Virtualization project will provide the City of Palmetto with the following benefits:

1. Decrease in cost and increase efficiencies
2. Substantial reduction in power and cooling
3. Reduction in server footprint
4. A Flexible and fault tolerant infrastructure
5. Equal or greater performance than the current infrastructure

The City is interested in undertaking work that delivers measurable energy consumption and demand savings, accompanied by operating cost savings, to deliver life-cycle cost

savings. The City may use its discretion to forgo proposed work that does not meet its goals for the project; and to add work that enhances project results.

The importance of conserving energy is the primary focus of this change, however, the City encourages its vendors to provide solutions which will maximize the existing budget while meeting established best practices and all the requirements outlined within this RFQ.

It is of the utmost importance that this implementation be a turnkey solution. The City is looking for a vendor that can provide all the necessary hardware, software, implementation and training services for this project.

Vendor will also be required to conform to any reporting requirements of the American Recovery and Reinvestment Act of 2011/Energy Efficiency and Conservation Block Grant Program.

The City currently outsources all of our network management and maintenance to a third party. As a result, our current IT network vendor has a great deal of local knowledge and will be available to assist with the implementation and conversion to the Virtual environment. However, our current IT vendor will not be bidding on this project. The successful bidder will be expected to coordinate the IT Virtualization project implementation with our current vendor and leverage them whenever possible.

3.2 Scope of Services

The contractor's scope of services will include, but is not limited to

- **Overall Discovery and Design**
- **Power Management/Capacity Planning**
- **Hardware Purchase (Servers, network, racks, etc)**
- **All necessary Software/Licensing Purchases**
- **Hardware and Software installation**
- **Backup Software Design, purchase, configuration and installation**
- **Network and Virtualization Configuration**
- **Migration of Physical Servers to Virtual Machines**
- **Validation Testing of hardware, software configuration**
- **Knowledge Transfer/Training**

Vendor should note that due to time constraints associated with this grant, all work must be complete no later than January 15, 2012.

Overall Discovery and Design

Includes assessment of environment, requirements gathering, identification of any dependencies, virtualization guidelines/best practices any additional documentation necessary to support the discovery and design of this virtualization project.

Deliverables: Environmental Assessment; Proposed Virtualization Architecture; Consolidation Scenarios; Virtualization Scope Document – Scope definition; Risk Analysis; preliminary Project Plan.

Power Management/Capacity Planning

The need to reduce and conserve energy is a primary component and goal of this project. Vendor should be able to outline how the proposed plan will reduce existing power consumption. Vendor will be required to properly plan for and implement, with the assistance of City of Palmetto personnel any electrical modifications necessary to support the new virtualized environment.

Deliverables: Impact assessment; list of electrical modifications, proposed changes

Hardware Purchase

Vendor will be required to spec out, deliver and install any hardware necessary for the installation of a virtualized environment. Proposed hardware shall provide high performance, integrated services, storage, networking and power management, optimized power efficiency, redundant network and storage connectivity, redundant power and cooling. Vendors can propose an alternative and equivalent hardware configuration- so long as the proposed hardware meets or exceeds existing performance levels and provides reduced energy requirements.

Deliverable: Server Inventory; Performance Utilization Assessment; Proposed Hardware; Bill of materials for review

Software and Licensing Purchases

Vendor has the option to leverage existing software agreements that exist within the City of Palmetto. Vendor will be responsible for making any necessary software recommendations as well as purchasing and installing any additional software needed to create the virtualized environment.

Deliverables: List of all software requisitions and costs

Hardware and Software installation

Vendor will be required to install and configure any necessary hardware and software required for a virtualized environment

Deliverables: hardware and software requirements, resource allocations for implementation; detailed Project plan.

END OF PAGE

Backup Software Design, purchase, configuration and installation

Virtualization requires specialized backup software. Vendor will be required to propose backup software; acquire, configure and install backup software and coordinate, if necessary with the City's existing backup solution.

Deliverable: impact assessment; proposal, scope of work; project plan

Network and Virtualization Configuration

In conjunction with the City's networking group, Vendor will be required to propose a networking configuration compatible with the new virtualized environment. Vendor should be prepared to conform to existing networking standards and will purchase, install and provide all necessary installation services and hardware equipment for the proposed network.

Deliverable: Statement of professional services required; costs; scope of work; project plan; Bill of materials

Migration of Physical Servers to Virtual Machines

Vendor will be required to migrate proposed servers to a new virtualized infrastructure, minimizing downtime while taking into account best security (and without exceeding) loads on the UPS system.

Deliverable: Work Breakdown Schedule; Project plan

Validation Testing of hardware, Software configuration

Vendor will be required to provide all necessary testing for the proper functionality of all applications, hardware and software that exist within the virtualized environment.

Deliverable: application optimization strategy; acceptance testing/validation plan

Knowledge Transfer/Training

Vendor will be required to provide all the necessary documentation for the newly implemented Virtualized environment. While this project is being proposed as a turnkey solution, the need to have staff properly trained to continue to implement virtualized servers is essential. Vendor will be required to provide all the necessary training to install, configure, deploy and manage existing and future servers in a virtualized environment.

Deliverable: documentation of finalized virtualized infrastructure; training outline; training materials; training schedule

3.3 Current Systems

The City of Palmetto servers reside at two different locations. The first location is at City Hall (516 8th Ave West, Palmetto, FL 34221) and the second location is at the Police Department (1115 10th Street West, Palmetto, FL 34221). Vendor should take this into account when designing a virtual solution and back-up strategy for the City. Refer to the Virtualization assessment for server detail.

Server Standards

The City of Palmetto adheres to a Dell server standard; however, the City may be open to alternative standards and recommendations for a virtualized environment if they present a significant increase in performance, efficiencies and cost savings.

Network Standards

Currently, City of Palmetto has a redundant switched topology using Cisco Catalyst 3560 multilayer switch devices at City Hall, Police and Public Works. These switches connect to each other over single-mode fiber optics and IEEE 802.1q trunks. Each switch participates in a VTP domain where switch-ports are assigned to various VLANs combined with inter-vlan routing and access control lists for maximum security. This network was built according to best practices to be fault tolerant. In keeping with these design priorities the City needs to install a suitable platform with the necessary capacity and throughput to support the proposed virtualized environment.

Vendor will be required to utilize the established City networking vendor to provide networking services and hardware.

3.4 Consultant Pre-Installation Requirements

- a. Site inspection to confirm existing conditions.
- b. Pre-order and pre-installation consultation to discuss project details with the City Clerk and IT Staff.
- c. Confirmation of equipment prior to the consultant ordering.
- d. Verification of existing systems.

3.5 Permits & Other Requirements

- a. Consultant responsible for applying for and securing permits and approvals, if applicable.
- b. Consultant responsible for complying with all applicable provisions in Attachment F, Federal Funding Grantee, Sub-grantee and Consultant Provisions.

END OF PAGE

3.6 Other Services to be Included

- a. Preparation of required documentation if offered a contract.
- b. Preparation of all documentation required by the City of Palmetto, Energy Efficiency Conservation Block Grant (EECBG) Program and local, state and federal entities related to grant reimbursements and grant compliance.
- c. Provide a written warranty for work performed by the contactor.
- d. Provide documentation of any/all independent certifications by independent agencies and labs for all components with such certifications.
- e. Provide applicable Florida License number for all Consultants that will work on the project.
- f. Provide any documentation required or requested for compliance with the EECBG project.

4.0 QUOTE FORMAT AND CONTENT

4.1 Conformance to the RFQ

The responsibility to ensure the submission meets all requirements of this RFQ lies with the consultant; we recommend you review this Section 4.0 thoroughly. If there is any doubt, the consultant is encouraged to seek clarification from the City representative identified in Section 1.1.

4.2 Information to be Evaluated

The information provided by the consultant must allow the City to be able to accurately evaluate the Quote. The City may also consult with other publicly available sources of information in evaluating the Quote.

4.3 Sample Contract

The consultant may include a Sample Contract to be used between the consultant and the City. The Sample Contract shall bind the consultant, if successful, to sign a similar contract for the goods and services outlined in their submission.

4.4 One Document

The Consultant's response to this RFQ must be presented in one document with a total for all work. Submissions composed of multiple documents will not be accepted.

END OF PAGE

4.5 Quote Format and Content

To receive full consideration during evaluation, the Consultant's Quote shall be presented in the following order and include the information noted.

a. Title and Signatory Page

- 1) A title page is required and must be one page in length, must introduce the company and must be signed by the person authorized to sign on behalf of and to bind the company or individual ("the consultant") to the statements made in the submission that follows the title page. The consultant's full legal name, address and telephone number shall be included on the title page of their consultant.

b. Table of Contents

- 1) The submission requires a Table of Contents including section numbers, section headings and page numbers. Evaluation of the Quotes is made easier when proponents respond in a similar manner.

c. Executive Summary

- 1) Quotes must include a short (1-2 pages) summary of the key features of the Consultant's submission.

d. Company Background

- 1) Please list addresses, telephone numbers and areas of expertise.
- 2) Sub Contractors: list addresses, telephone numbers and areas of expertise of each.
- 3) Proposal should be all encompassing, with a single vendor identified as the "responsible lead vendor". Please indicate any needed subcontracted services required to meet the needs of the proposal.

e. Qualifications & Experience of Proposed Project Team

- 1) Prime(s): Provide a detailed resume of the proposed principal-in-charge, and the project manager(s). The Project Manager(s) shall be a full-time employee of the prime(s). Clearly identify experience. Please submit all principals to be involved in the project and their roles and responsibilities for the proposed project. The Proposer shall be a professional currently licensed to do business in the State of Florida.
- 2) Sub-Contractors: Provide a detailed resume of the proposed project manager, who shall be a full-time employee of each sub-contractor for this project. Clearly identify relevant experience. Briefly describe the project responsibility of each team member
- 3) Describe experience in providing the necessary services and project management of at least three (3) projects similar in size and scope to this project. Please provide references to this effect.

- 4) Describe experience and qualifications for providing full services that include, but are not limited to VMware certifications

f. Project Description & Work Breakdown

- 1) A detailed scope of work describing your approach to designing, implementing, managing and coordinating this project. The description should include all tasks listed in the scope of work for all phases of the project and a tentative schedule.
- 2) Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed service. Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.
- 3) Present your concept of the approach and organization required for this project. Indicate your understanding of the critical project elements, and what special approaches your team will feature to control these elements.

g. Proposed Schedule/Timeline for Completions

- 1) Proposal should include an estimated summary timeline for completion of each phase of the project. This should be as detailed as possible, since this will be part of the contractual agreement

h. Costs Breakdown

- 1) The proposal should include a listing of all necessary software and hardware, integration needs and potential costs necessary to complete the project (i.e. hardware, software, installation, licensing, training, networking, etc.)

i. References

- 1) Primes(s): Three business related references, giving name, company, address, telephone number and business relationship.

j. Required Exhibits - Please submit all of the required documents with your proposal.

- 1) No Lobbying Affidavit
- 2) Drug Free Workplace Certification
- 3) Public Entity Crimes Statement

END OF PAGE

4.15 Evaluation Criteria

Quotes for IT virtualization will be reviewed by designated staff. Quotes will be considered on an equal competitive basis. The following criteria will be used in the review process:

- a. Staff Experience** **15 Points**
Past, recently completed or on-going projects that will substantiate experience.
- b. Qualifications** **20 Points**
Professional background and qualifications of team members and firms comprising the team.
Special resources the team offers that are relevant to the successful completion of the project.
- c. Fee** **30 Points**
Ability to encompass all costs within current quote.
Cost Effectiveness
Cost control procedures in design and construction.
- d. Project Approach** **30 Points**
Understanding of the nature and extent of the services required.
A specific outline of how the work will be performed.
Awareness of potential problems and providing possible solutions.
Phased timeline of the project
- e. Project Timeline** **20 Points**
Ability to meet or exceed establish timeframes.
- f. Other Factors** **5 Points**
Presentation, completeness, clarity, organization and responsiveness of quote.
Prior EECBG grant experience will also be considered.

4.16 Federal Law Provisions

The consultant must agree to abide by all Federal Provisions outlined in 10 CFR 600 and ARRA 111-5 upon execution of the contract. If consultant does not abide by all Federal and State provisions the City has the right to terminate the contract immediately.

4.17 Buy American Requirements

The consultant must agree to abide by all provisions of Section 1605 of the Recovery and Reinvestment Act that requires that all infrastructure projects involving construction, alteration, maintenance or repair of public buildings or public works must be accomplished using iron, steel and manufactured goods produced in the United States. The Buy American provision is only applied in a manner consistent with United States obligations under international agreements.

END OF PAGE

4.18 Davis Bacon Requirements

The consultant must agree to abide by all provisions of Section 1606 of the Recovery and Reinvestment Act that requires that all laborers and mechanics employed by Consultants and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

5.0 GENERAL TERMS & CONDITIONS

5.1 Termination of the RFQ

The City may terminate this RFQ for any reason at any time without liability to any other consultant for the cost of preparing and submitting a Quote.

5.2 Contractual Obligations

The RFQ neither expresses nor implies any obligation on the part of the City to enter into a contract with any Consultants submitting a Quote.

5.3 Indemnification of the City

Consultants agree to indemnify and hold harmless the City, its officers, director, volunteers, successors, and assigns from and against any and all direct loss, liability, claim, damages, or expenses (including legal fees on a complete indemnity basis), which may be brought against the City by any third party pertaining to the goods and services that are the subject of this RFQ.

5.4 Sub-Contracting

It is understood and agreed that the consultant will be an independent consultant and that employees or agents of the consultant or sub-contractors identified in the submission will perform all services. Over the duration of the services Consultants shall not assign the performance of the services to other vendors, Consultants or agents not included in their submission as part of their proposed tem, without the owners written consent.

5.5 Storage of Materials

The consultant must provide secure storage of all materials and assumes responsibility for all associated material.

END OF PAGE

5.6 Previous Communications between the City and Consultants

This RFQ document contains the entire requirements relating to this Request for Quote. Other information and/or documentation provided to the consultant or obtained by the consultant prior to the release of this RFQ shall not have any force or effect.

5.7 Proprietary Information in Quote

It is recognized that Quotes submitted might contain unique concepts and ideas. If Consultants require that any concepts, ideas or materials arising from their Quotes be considered proprietary, such material must be clearly marked and its proprietary nature specified at the time of submission, otherwise the City is not precluded from using these concepts, ideas or materials.

5.8 Governing Law

It is agreed and understood by both parties that the laws of Florida as applicable govern this RFQ and any potential subsequent agreements.

5.9 Clarification of Intent

Without prejudice to the City's right to reject submissions of non-compliance, the City reserves the right to request clarification in writing where the Consultant's intent is unclear or to request amendment where, in the City's opinion, minor non-compliance is involved. In addition, the City may require additional information from Consultants, at its discretion.

5.10 No Payment

There will be no payment to Consultants for work related to and materials supplied in preparation and presentation of their responses to this RFQ.

5.11 Amendments to Quotes

After the RFQ closing date, amendments to the consultant's Quote will not be accepted. However, during the evaluation representatives of the evaluation team may, at their discretion, submit questions or conduct interviews with Consultants to obtain clarification.

5.12 Response Team

The Consultant must certify that the Quote is irrevocable by the Consultant and will remain in effect and open for acceptance for a period of two (2) months following the RFQ closing date. The Consultant cannot change the pricing or the structure of the proposed terms and conditions during this period.

5.13 Publicity

The successful vendor agrees to participate in and support publicity of the project(s) to enhance public knowledge and awareness of energy conservation.

5.14 Irrevocable Offer

Any quote may be withdrawn up until the date and time set for opening of the quote. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to the City of Palmetto the goods and/or services set forth in the attached specifications until one or more of the bids have been duly accepted by the City.

5.15 Public Records

The applicant understands that upon receipt of the quote by the City, the proposal documents become a "public record", as defined in Chapter 119, Florida Statutes, and those documents are subject to public disclosure in accordance with that Chapter.

6. CONSULTANT INSURANCE

6.1 Insurance Requirements

Prior to starting any work, the awarded Consultant shall provide a copy of a Certificate of Insurance with the City of Palmetto named as an Additional Insured to liability coverage on the certificate, for the duration of the contract.

All Consultants performing services for the City of Palmetto are required to provide notification of Certificate of Insurance cancellation 30-60 days prior to cancellation.

It is the responsibility of the consultant to insure that all sub Consultants comply with all insurance requirements.

October 25, 2011



Virtualization Deployment RFP

Prepared for:

City of Palmetto



October 25, 2011

Jim Freeman
City of Palmetto
516 8th Ave. West
Palmetto, FL 34221

Dear Jim,

Thank you for the opportunity for DSM to revise our proposal based upon our meeting earlier this week. We are excited about assisting with this business critical IT project for your organization. This RFP is valid for 2 months from this date.

Please review the following information, budget etc. and let me know when we can discuss further. DSM is a consulting services firm that focuses on the best technologies to implement based upon budget and recovery time objectives. As we discussed if you can acquire the hardware and software at a better price than listed below great, DSM would like to be your implementation IT partner specialist for the migration and deployment services side of this project.

In summary a partnership with DSM will provide the following:

- A business partner that will strive to become a trusted advisor
- Data center, virtualization and cloud expertise
- Consultative relationship, not a reseller
- Complete customer satisfaction with 24 year proven history of success
- Reduction in total costs including cost of downtime
- Preparing for future events/growth
- Ensuring business continuity
- Increased efficiency, scalability and redundancy
- Leveraging current investments
- Improving ROI

Please don't hesitate to contact us, if you have any additional questions or recommendations. We look forward to working with you on this initiative.

Thank You,

Sincerely,

A handwritten signature in black ink, appearing to read "Patricia Jimenez", with a long, sweeping horizontal line extending to the right.

Patricia Jimenez

1.0 Acceptance/Signature Page

Except as herein amended, changed, or modified, all other terms, conditions, and obligations of the Agreement dated October 25, 2011 shall remain in full force and effect.

By signature, this Task Order is accepted and DSM is authorized to proceed at the direction of the City of Palmetto Representative in accordance with the Scope of services.

Option 1 Project Total \$55,598.00 _____

Option 2 Project Total \$63,182.00 _____

Option 3 Project Total \$57,656.00 _____

Purchase Order # _____

DSM.net, Inc.

City of Palmetto

By: _____
Signature

By: _____
Signature

Name: Karl Muehlberger
Print Name

Name: _____
Print Name

Title: CFO

Title: _____

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Disclaimer

The following report contains confidential information. Do not distribute, email, fax or transfer via any electric mechanism unless it has been approved by your organization's security policy. All copies and backups of this document should be maintained on protected storage at all times. Do not share any of the information contained within this report with anyone unless you confirm they are authorized to view the information.

3.0 Executive Summary

City of Palmetto (COP) is concerned with underutilized capacity, performance, and increased management costs. DSM Virtualization solutions will allow COP to better manage costs and improve efficiency based on business solutions designed to create flexible, responsive IT infrastructure, aligned with business objectives.

DSM has successfully implemented over 50 VMware virtualization projects consisting of over 500 servers assisting our clients with design and architecture, needs analysis and requirements, capacity planning, and consolidation. In addition, DSM engineers designed and deployed three VMware farms within DSM data centers

For more than 5 years, DSM's proven and tested methodology for virtualization has:

- ✓ Reduced energy and power usage by up to 50%
- ✓ Improved overall system utilization by up to 40%
- ✓ Allow customers to respond to changes in your business such as introduction to new applications
- ✓ Reduced monthly hardware costs by as much as 40%
- ✓ Reduced IT operation costs by as much as 60% while increasing the efficiency, utilization and flexibility of existing assets
- ✓ Reduced provisioning time to bring applications online faster

Our goal is to offer options that have been tested and proven to be enterprise class solutions yet at the same time fit within our client's budget. We look at cost not only from capital expenses but from the cost of downtime if a solution has not been proven. Prior to implementing any solutions, DSM engineers test within a lab within our data center. Within this proposal, we are providing two options, both which provide the resiliency and scalability, and negate any single points of failure.

DSM's formula for success is the deployment of enterprise class solutions that have been tested within several environments, researched and proven to outperform other solutions.

4.0 Company Background

DSM Technology Consultants
6810 New Tampa Highway Suite 600
Lakeland, FL 33815
863-802-8888

DSM Technology Consultants (DSM) is a Florida registered, owned and operated Corporation specializing in Data Center Services, Disaster Recovery and Business Continuity, IT Integration Services, Consulting Services, and Application Development. DSM has provided these technology based services to a number of public and private organizations since 1986.



Florida State Contracts:

Information Technology Consulting Services

Contract Number: 973-561-010-1

Effective Dates: 09/15/2009 -08/31/2012

IT Disaster Recovery Contract

Contract Number: 991-268-11-1

Effective Dates: 08/10/2010 - 08/09/2015

DSM's corporate facility is located in Lakeland and contains approximately forty employees, most of which are technical. DSM is a closely held private corporation with multi-million dollar annual revenue stream.

DSM has forged a number of alliances and partnerships with companies such as Microsoft, VMware, Citrix, and others to provide management and technical consulting solutions to its clients. We currently have a corporate presence in Lakeland FL, Winter Haven FL, Orlando and Plano TX.

DSM service philosophy is to provide premier consulting and integration services to our customer base as well as data center and disaster recovery services to a market that is forced to reduce budgets to sustain business.

DSM is a fully capable Microsoft Gold Partner and VMware VAC with extensive networking experience and proven ability in operating and maintaining complex network infrastructure for clients and within our Data Center Network and within our clients businesses. Our infrastructure was designed with resilience and high availability in mind. The DSM differentiator is our talented and experienced staff that makes our data centers and service offerings compelling to our clients.

Whether we are discussing infrastructure as a service (IaaS), Platform as a service (PaaS), Software as a service (SaaS) or disaster recovery, DSM provides a quality of service that is required and demanded by various customers both inside our data centers and throughout the state of Florida. DSM has been committed to excellence for more than twenty-four years and thrives on providing clients with an industry-leading range of business solutions.

5.0 Areas of expertise

DSM assists companies with planning, building, and securing, maintaining, managing and hosting critical data. DSM operates with four divisions, System Integration, Data center Operations, Consulting and Application web development.

1. **System Integration** – Team consists of cross certified engineers that have been employed with DSM anywhere from 5-19 years. DSM has 24 years of experience with Microsoft Deployments and Maintenance including AD, Exchange, SQL, SharePoint, terminal services, VMware assessments and deployments, migrations- OS, Mail, Data center and Network such as LAN/WAN integration and security.
2. **Data Center Network and Operations**-Four Managed enterprise class co-location facilities with 70,000 square feet available , 1000+ Workspace Recovery seats, Disaster Recovery Hosting solutions- Warm, Hot and cold , VMware farm and SAN/blade infrastructure with dedicated and leased options, Virtual DR, private and shared Cloud solutions.
3. **Application Web Development**-With 20+ years experience in application development, mainly Oracle and Microsoft technologies, leading a development team of approx. 70 personnel. DSM has deployed 50+ SharePoint projects in the last two years and provides custom applications for iPhone, iPad and Android and blackberry.
4. **Consulting**- IT to Business alignment, Disaster Recovery (DR) Planning, Risk Assessments, Gap Analysis, Business Continuity Planning and Business Process Improvement

DSM does not use subcontractors, all are employees of DSM.

6.0 Qualifications & Experience Project Team

Lead Consultant

Mike McMillan

Director of System Integration, Senior Consultant, VMware VSP, VTSP

Mr. McMillan has over twenty-four (24) years of experience in information technology. Mr. McMillan has served a variety of roles at DSM over the last nineteen (19) years. Mr. McMillan serves as a Senior Consultant and practice leader of DSM's Systems Integration division. As a leading consultant, Mr. McMillan works with various industries providing project management, infrastructure design, LAN/WAN and wireless design, virtualization strategies for both servers and desktops, cost containment, IT automation, security, disaster recovery and systems integration expertise. Mr. McMillan has advised CFO's, CIO's and IT Directors with strategic planning that has saved various organization thousands of dollars.

Project Manager:

Jack Trantham

Technology Consultant, BS Industrial Engineering, VMware VSP, HP CSP

For the last 19 years Mr. Trantham has been providing a variety of roles within the DSM organization such as: account manager, consultant, project leader, data center implementation specialist, sales engineer, and customer service and project manager. Trantham has changed the business environment at DSM to quickly adapt to the needs of our customers.

Mr. Trantham plays an active role with all four of DSM's divisions (systems integration, consulting service, data center and SharePoint development). He has multitude of business software, hardware solutions and process consulting experience assisting both small and large businesses align IT to their business goals. Jack's key asset is listening to the business challenges and providing sound technology choices as a trusted advisor with many long term relationships.

Sample of Engineers

Frankie Majowich

Senior Engineer – BS in Computer Science, MCSE, CCNA, CCDP, VCP

Mr. Majowich has been working in the IT industry for over twelve (12) years. Mr. Majowich holds numerous certifications including; MCSE, CCA, CCNA, CCDA and VCP. Mr. Majowich is an accomplished engineer specializing in security, IDS, Windows migrations, LAN/WAN infrastructure, Virtual Servers and Desktops and Linux solutions. Mr. Majowich works closely with DSM clients who need specialized staff augmentation, project consulting, virtualization design specifications, network management solutions and infrastructure design and implementation solutions. Mr. Majowich holds a Bachelor's degree in Computer Science and Mathematics from Florida Southern College.

Arnaldo Cabral

Senior Engineer – MCSE, VCP, CCNA

Mr. Cabral (AC) is a very experienced Systems Engineer with over thirteen (13) years of experience with system and network integration. AC holds Microsoft, Cisco and VMware certifications and has extensive experience in Linux and programming. AC is an experienced engineer with a broad range of knowledge in the Win-Tel environments. AC has deployed and maintained both physical and virtualization infrastructures and is key engineer on all projects he is associated with. His vast experience as a consultant makes him a highly respected resource providing design, deployment and high end troubleshooting services.

Brian Banaszynski

Systems Engineer – MCSE, VCP

Mr. Banaszynski has been in the Information Technology industry for over 8 years and has extensive experience with Microsoft, System Administration and deployment of new systems. Mr. Banaszynski is extremely knowledgeable with Microsoft Server products, including Window 2000, Server 2003, Server 2008

r2, Active Directory and Exchange. In addition to his Microsoft Skills, Mr. Banaszynski is a specialist in VMware deployments and virtualization of existing infrastructure. Mr. Banaszynski also has a strong background in Linux solutions. Mr. Banaszynski works closely with our key clients who need staff augmentation, project consulting, design specifications, network management solutions

Keith Herrington

Systems Engineer –AS in Electronics, MCP, A+

Mr. Herrington has been with DSM for over 11 years and has served in numerous positions including Computer Technician, System Administrator and System Engineer. Mr. Herrington has successfully supported large complex customers with over 20 servers covering multiple locations, and over 200 users. As an engineer Mr. Herrington has extensive knowledge on Microsoft Server 2003 r2, Windows NT, Windows 2000, Active Directory, Exchange 2000 /2003 as well as multiple versions of SQL. Mr. Herrington is extremely knowledgeable with Windows Desktops including Windows 9x, Me, XP, Vista and a variety of Thin Clients using both Citrix and Terminal Services. In addition to his Microsoft skills, Mr. Herrington is very strong in Citrix, Cisco Networking, Wireless infrastructure and a variety of backup and storage solutions including NAS and SANs

Tyson Sands

Systems Engineer – MCP, VCP

Mr. Sands has been in the Information Technology industry for over 6 years and has extensive experience with VMware, Active Directory and SAN environments, System Administration and deployment of new systems. Mr. Sands also has a strong background in assessment and discovery server and network documentation. Mr. Sands works closely with our clients who need staff augmentation, project consulting, design specifications, network management solutions and virtualization infrastructure design and implementation solutions.

Other full time resources available.

7.0 Experience in providing the necessary services

Include Project management of at least three (3) projects similar in size and scope to this project. Describe experience and qualifications for providing full services that include, but are not limited to VMware certifications

DSM provides a quality of service that is required and demanded by various customers both inside our data centers and throughout the State of Florida.

Sumter County was experiencing issues with performance, multiple campus locations, growth and limited staff. DSM provided an assessment of their environment, determined best options for productivity and budget and worked with the customer to minimize impact on users and increasing redundancy and saving money in the process.

DSM assisted Sumter County with eliminating the cost, complexity and performance issues of under-utilized or inefficient IT infrastructure by virtualization and consolidation. DSM solutions allowed them to better manage costs and improve efficiency based on their business priorities. By aligning their IT infrastructure with business objectives, they were able to achieve greater flexibility and consistency across their IT environment.

Checkers Drive-In Restaurants' was experiencing system outages, compliance issues, increased costs, little room for growth and new management mandates contributing = to decision to consolidate and modernize the company's IT operations. As with any major business transformation project, the risks were many. The company's IT infrastructure consisted of a variety of computing platforms, servers and applications that touched every part of the business. Service disruptions and damage to ongoing operations are very real threats when taking apart and reassembling key IT components. The need for the IT infrastructure migration to be completed quickly compounded those risks considerably.

In order to simplify its IT service delivery and make it more reliable and cost-effective, Checker's decided to move to a more logical outsourced model. The choice to outsource all IT to a third party data center facility would also allow the Checker's staff to get out of the day-to-day IT operations and focus on their core business. To ensure success, the company turned to DSM Technology Consultants for assistance. DSM's comprehensive understanding of the existing Checkers IT environment, coupled with an on-site assessment, helped to determine obstacles to performing the migration, strategies for moving forward and the potential for return-on-investment.

Through discovery and analysis, DSM consultants provided an assessment report that clearly stated the vision and objectives for the migration and established a strategy. They also presented Checker's with was a complete migration scope of work which included every detail from cabling needed, to ISP coordination and security components/configurations modifications, to testing of the migrated environment.

DSM's methodology kept to the timelines, milestones and budget throughout the two month long engagement. Through rigorous controls and teamwork, all issues were faced

and solved so that the overall project was completed on time, on budget and with minimal disruption to the business.

Inetico, customer of DSM since 2009, provides travel plan members across the United States and Puerto Rico superior systems for both claims and care management services to maximize their client's savings. They were concerned about single points of failure, running out of space, lack of redundancy with their systems and issues with the space they were leasing. DSM provided a complete IT assessment, virtualized all of their systems and assisted Inetico with migrating their servers to DSM Lakeland data center. Inetico continues to rely on our engineering team for assistance with IT projects as well as Adhoc service.

8.0 Project Description & Work Breakdown

1) A detailed scope of work describing your approach to designing, implementing, managing and coordinating this project. The descriptions should include all tasks listed in the scope of work for all phases of the project and a tentative schedule.

Based upon our discovery and the VMware capacity planner DSM recommends at a high level 2 new virtual host servers with options for either Drobo or SAN solution to meet your critical project needs and budget. DSM feels strongly that you need an enterprise solution that has redundancy built into the new solution and the best option would be a multiple host server with separate SAN.

DSM recommends enterprise solutions only from VMware, Dell, Microsoft and Veeam. We would like to reuse your newest Dell server for a third host DR solution for your Drobo's with Veeam for backup only.

If DSM is selected, first we would order the necessary equipment. This generally takes 1-2 weeks between ordering and delivery and would allow us to perform all upfront planning and kickoff meeting details.

DSM would start the engagement with a project kickoff meeting. This would be a "what to expect" from all parties. Timelines, resources allocated from both sides, accounting invoicing preferences, weekly project status update time confirmed, deadlines or exception dates for work would all be discussed and documented.

Via VMware we would use templates DSM has created for servers which are being upgraded so we start clean then add applications, permissions, printers etc. to this to save time. These templates can be for a variety of servers like domain controllers, Exchange, application servers and SQL. We estimate a few servers would have to be migrated using the physical to virtual migration tools instead of templates. We have accounted for both of these types of work in the labor section of the cost breakdown below. Once all servers, templates and upgrades have been completed/migrated to the new virtual hosts and tested we would rebuild your Dell R710 server as the third host for Disaster Recovery.

DSM would work with BI-IT to deploy Kaseya or WSUS for patch management of all servers as well as the existing anti-virus solution. We have worked with Kaseya, but can team with BI-IT since they will be using this solution once the project is completed. This would assist them with managing the environment.

It is our understanding you currently use SQL 2008 and approximately 3 Windows 2008 licenses. We have included time to validate SQL 2008 is deployed from best practices. Any changes that need to be made when moving this to the virtual platform will be included since we know this was a concern earlier in the year. Via the ordering process above we would confirm this is the case and then fill in the gaps of the licenses or CALs. There is a breakdown of software listed in the cost section below.

Once we have migrated to the new virtual environment we have to be able to manage the host and resource allocation as well as perform backups on the images and data quickly. Therefore, we would be setting up this new server in parallel to the hosts so they are ready at the same time. vCenter would be implemented to watch and notify as well as move images between hosts or allocate more resources to a guest server. Veeam/Acronis would be used to schedule and manage the backups to your Drobo devices. It would also be used to replicate data/images between hosts and the DR environment.

DSM uses sound project management methods by:

- ✓ Validating all phases and test images, backup, server management prior to moving to another task.
- ✓ Providing weekly status calls to provide project updates, new developments, changes etc.

An important element in this project is to make sure that BI-IT acquires information via working together with DSM for knowledge transfer in the important stages throughout the project. This will allow them to maintain and manage the environment moving forward with only limited DSM support if at all.

Scope as outlined in RFP:

1. Overall Discovery and Design – Performed earlier this year
2. Power Management/Capacity Planning – Performed earlier this year
3. Hardware Purchase (Servers, network, racks, etc) – included below in cost breakdown
4. All necessary Software/Licensing Purchases – included below in cost breakdown
5. Hardware and Software installation – included below in cost breakdown
6. Backup Software Design, purchase, configuration and installation – included below in cost breakdown
7. Network and Virtualization Configuration – included below in cost breakdown
8. Migration of Physical Servers to Virtual Machines – included below in cost breakdown
9. Validation Testing of hardware – included below in cost breakdown

2) Vendors are asked to clearly identify any limitations or exceptions to the Requirements inherent in the proposed service. Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.

Based upon our discovery we do not see a need to modify your network infrastructure with the exception of potentially adding a gigabit connection to your emergency operation center for DR.

It was our assumption that you already had SQL 2008 running and needed to migrate old versions/databases to this version therefore we did not include SQL software and licenses. If we need to address this or revise our proposal we can do so at a later date.

DSM would work with BI-IT on the Kaseya and anti-virus deployment on the new environment.

DSM would like to use the newest existing Dell server (R710 approximately a year old) for a third host to be located at PD, CH or your EOC for DR.

DSM would like to use your existing Drobo's for backup of the SAN.

3) Present your concept of the approach and organization required for this project. Indicate your understanding of the critical project elements, and what special approaches your team will feature to control these elements.

City of Palmetto is looking for consolidation and uniformity of systems for ease of administration, increased redundancy and failover with a recovery time of less than a day, as well as:

1. Decrease costs while increasing efficiencies
2. Substantial reduction in power and cooling
3. Reduction in server footprint
4. A Flexible and fault tolerant infrastructure
5. Equal or greater performance than the current infrastructure

DSM is proposing three solutions.

Option 1 is multiple virtual host servers with 2 Drobo units for storage and Veeam/DFS to replicate images and data between these servers which would be difference locations (City Hall and the Police Department) as well as replication to a third location or to your Emergency operation center DR environment as connectivity is in place.

Option 2 is a multiple virtual host servers with Dell Equallogic SAN storage at the same location either City Hall or Police Department and Veeam to provide backup and replication to a third location or to your operation center DR environment as connectivity is in place. This solution addresses all of your outlined 5 needs.

Option 3 is a multiple virtual host servers with Dell Powervault SAN storage at the same location either City Hall or Police Department and Veeam to provide backup and

replication to a third location or to your operation center DR environment as connectivity is in place. This solution addresses most of your outlined 5 needs.

Project: Virtualization Deployment

Option I Drobo Storage Dell Server Solution

Hardware – Recommend 2 new servers for virtual host servers to run your guests along with 2 Drobo units for storage solution with at least 8 TB raw per device. These two host devices would be in separate locations (Police Department and City Hall) for redundancy and disaster recovery best practices considering you have fiber connecting the buildings. A third existing server (710) and Drobo(s) would be deployed at a third location with fiber connectivity or the emergency operations center for DR as connectivity exists. This DR environment would be replicated to via Veeam therefore having all server images and data in the event of a host or SAN failure of the primary environment.

Virtual Hosts to be attached to Drobo or Dell SAN Solution

Base Unit:	PE T610 Tower Chassis for Up to Eight 3.5-Inch Hard Drives and Intel 56XX Processors (224-8474)
Processor:	PowerEdge T610 Shipping (330-4119)
Memory:	32GB Memory (8x4GB), 1333MHz 2R LV RDIMMs at Std Volt for 2 Proc, Mirroring (317-8516)
Memory:	DIMM Blank for PowerEdge T610 (317-0266)
Memory:	DIMM Blank for PowerEdge T610 (317-0266)
Memory:	DIMM Blank for PowerEdge T610 (317-0266)
Memory:	DIMM Blank for PowerEdge T610 (317-0266)
Monitor:	Embedded Broadcom, GB Ethernet NICS with TOE (430-1764)
Video Card:	E5506 Xeon Processor, 2.13GHz 4M Cache, 800MHz Max Mem (317-0260)
Video Memory:	E5506 Xeon Processor, 2.13GHz 4M Cache, 800MHz Max Mem (317-1219)
Video Memory:	PowerEdge T610/T710 Heat Sinks for 2 Processors (317-0265)
Hard Drive:	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5in Hotplug Hard Drive (341-8718)
Hard Drive Controller:	PERC H700 Integrated RAID Controller, 512MB Cache (342-0694)
Floppy Disk Drive:	Power Saving BIOS Setting (330-3491)
Operating System:	No Operating System (420-6320)
NIC:	Broadcom 5709 Dual Port 1GbE NIC w/TOE PCIe-4 (430-3251)
NIC:	Broadcom 5709 Dual Port 1GbE NIC w/TOE PCIe-4 (430-3251)
Modem:	IDRAC6 Enterprise (467-8648)
CD-ROM or DVD-ROM Drive:	Optical SATA for PowerEdge T610/T710 (330-4219)
CD-ROM or DVD-ROM Drive:	16X DVD-ROM,SATA, INTERNAL (313-9100)
Speakers:	Redundant Fan Option (317-0276)
Documentation Diskette:	Dell Management Console (330-5280)
Documentation Diskette:	Electronic System Documentation and OpenManage DVD Kit (330-3554)
Feature:	RAID 1 for H700, PERC 6/i, H200 or SAS 6/iR Controllers (341-8776)
Feature:	No Rack Rails or Cable Management Arm for Rack Chassis (330-3553)
Service:	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 2Year Extended (992-7652)
Service:	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year (993-1690)
Service:	Dell Hardware Limited Warranty Extended Year (993-8338)
Service:	Dell Hardware Limited Warranty Plus On Site Service Initial Year (993-8337)
Service:	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEED (993-8379)
Service:	Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system (994-4019)
Installation:	On-Site Installation Declined (900-9997)
Misc:	High Output Power Supply Redundant, 870W (330-3549)
Misc:	No Power Cord (310-8057)

146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5in Hotplug Hard Drive (341-8718)
--

Drobo Storage Solution

	Drobo 8-Bay SAN Storage for Business (B800i) with 8X 1TB Western Digital WD2003FYYS Drives (8TB)
Service:	Non-Mission Critical: Next business day On-site Service 3 years

Option 2 Equallogic SAN Storage Dell Server Solution

Hardware – Recommend 2 new servers (listed above) for virtual host servers to run your guests along with a storage solution with at least 7.2 TB raw. These two host devices would be in the same location either Police Department or City Hall. A third existing server (710) and Drobo(s) would be deployed at the other location with fiber connectivity or the emergency operations center for DR as connectivity exists. This DR environment would be replicated to via Veeam therefore having all server images and data in the event of a host or SAN failure of the primary environment.

Dell Equallogic SAN Solution

Base Unit:	Dell EqualLogic PS4100X, Mainstream Performance, 10K SAS Drives (225-1078)
Processor:	7.2TB capacity, 10K SAS, 24x 300GB (342-3378)
Hard Drive Controller:	Dual Controller, HA with fallover (331-2530)
Documentation Diskette:	EqualLogic array may not be returned (468-8817)
Factory Installed Software:	Asynchronous Replication (468-7110)
Software Disk Two:	Snapshots/Clones with integration for MS SQL, Exchange, Hyper V and VMware (468-7155)
Feature:	SAN HQ multi group monitoring software (468-7156)
Feature:	RackRails, RapidRails for Dell Rack (330-6048)
Service:	Dell Hardware Limited Warranty Initial Year (932-8307)
Service:	Dell Hardware Limited Warranty Extended Year (936-8168)
Service:	Non-Mission Critical: Next business day On-site Service After Problem Diagnosis, 2 Year Extended (954-7042)
Service:	Non-Mission Critical: Next business day On-site Service After Problem Diagnosis, Initial Year (957-9400)
Service:	EqualLogic Advanced Software Warranty and Service, Access, 3 Year (953-9989)
Service:	ProSupport: Next business day HW / SW Tech Support and Assistance, 3 Year (954-7142)
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-9 (989-3439)
Installation:	On-Site Installation Declined (900-9997)
Misc:	Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151)

Software – Recommend VMware Essentials Plus bundle for 3 hosts and up to 6 processors and Vcenter with 1 year subscription. Veeam Essentials Plus bundle 3 hosts and up to 6 processors with 1 year support. Windows 2008 software and CALs, Exchange 2010 software and CALs. Exchange will require an SSL multi-name certificate for 2010 exchange.

Option 3 Powervault SAN Storage Dell Server Solution

Hardware – Recommend 2 new servers (listed above) for virtual host servers to run your guests along with a Powervault storage solution with at least 7.2 TB raw. These two host devices would be in the same location either Police Department or City Hall. A third existing server (710) and Drobo(s) would be deployed at the other location with fiber connectivity or the emergency operations center for DR as connectivity exists. This DR environment would be replicated to via Veeam therefore having all server images and data in the event of a host or SAN failure of the primary environment.

Dell Powervault SAN Solution

Base Unit:	PV MD3220I,RKMNT,ISCSI, 24 Bay, Dual Controller (224-8318)
Hard Drive:	HD Multi-Select (341-4158)
Mouse:	300G,SAS8GB,10K,2.5 HDD (341-9877) - Quantity 24
Sound Card:	Bezel Option, MD3220I (313-9920)
Bundled Software:	License Key Snapshot (8 per LUN) and Virtual Disk Copy (421-3439)
Feature:	RackRails, RapidRails for Dell Rack (330-6048)
Service:	Dell Hardware Limited Warranty Plus On Site Service Initial Year (922-5607)
Service:	Pro Support : Next Business Day Onsite Service After Problem Diagnosis, 2Year Extended (926-9522)
Service:	ProSupport : 7x24 HW / SW Tech Support and Assistance , 3 Year (926-9562)
Service:	Dell Hardware Limited Warranty Plus On Site Service Extended Year (929-6228)
Service:	Pro Support : Next Business Day Onsite Service After Problem Diagnosis, Initial Year (931-1980)
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-9 (989-3439)
Installation:	Proactive Maintenance Service Declined (926-2979)
Support:	Proactive Maintenance Service Declined (926-2979)
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 6 feet / 2 meter (310-9965)
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 6 feet / 2 meter (310-9965)

Software – Recommend VMware Essentials Plus bundle for 3 hosts and up to 6 processors and Vcenter with 1 year subscription. Veeam Essentials Plus bundle 3 hosts and up to 6 processors with 1 year support. Windows 2008 software and CALs, Exchange 2010 software and CALs. Exchange will require an SSL multi-name certificate for 2010 exchange.

City of Palmetto

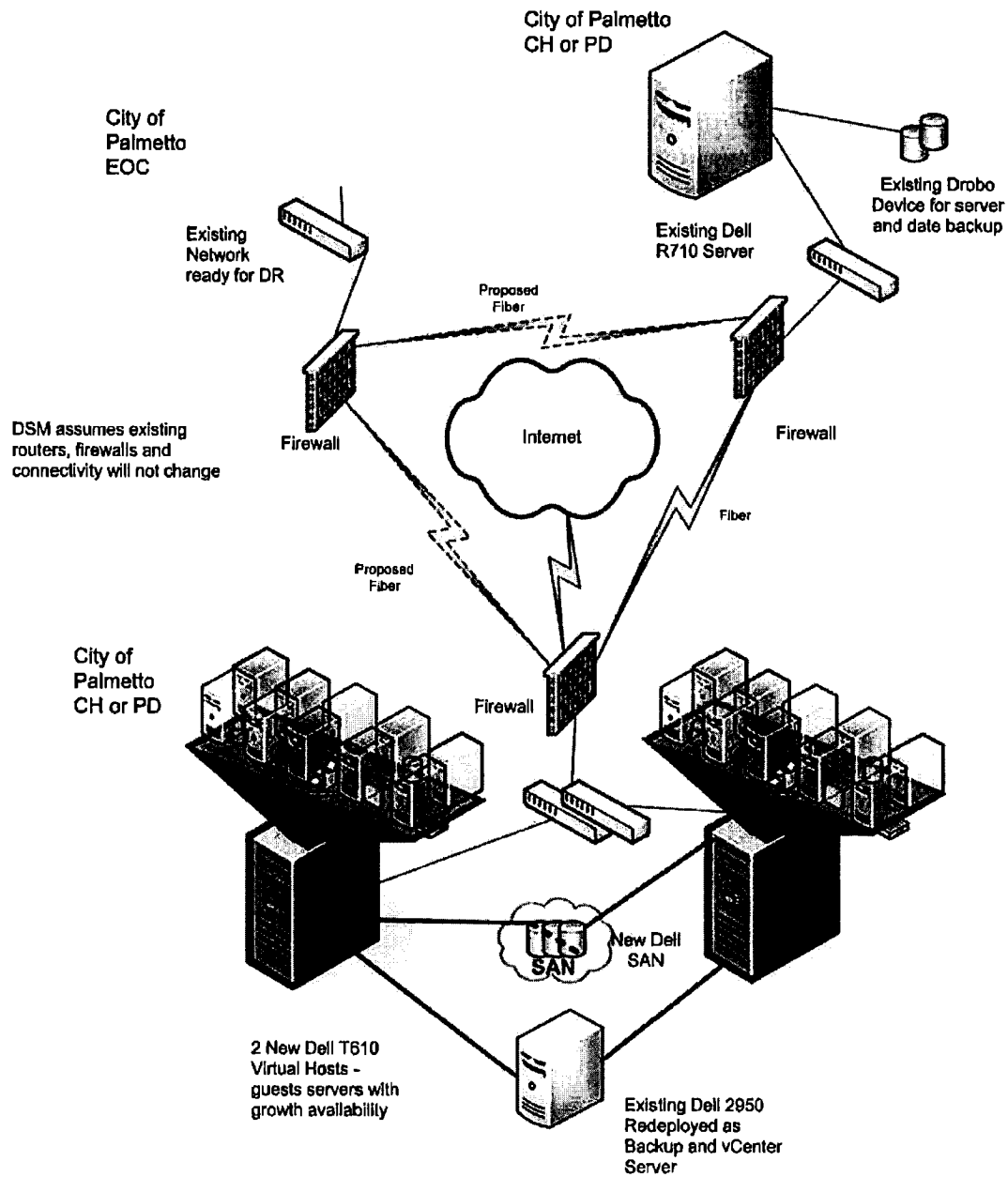


Diagram for Options 2 or 3 SAN Solutions

Deployment – Below in the cost breakdown section is a budget to deploy all three DSM virtual infrastructure options.

9.0 Proposed Schedule/Timeline for Completions

1) Proposal should include an estimated summary timeline for completion of each phase of the project. This should be as detailed as possible, since this will be part of the contractual agreement

From proposal/contract signature to completion would be 5 weeks.
Signature – 1 week

Ordering equipment – 1 week
Kickoff

Virtual implementation – 1 week
Testing

Migration of users and data – 1 week
Testing

Backup, replication and server management – 1 week
Testing
Knowledge transfer
Project complete final meeting

Labor budget is 120-122 hours for the three options. This number is a not to exceed figure, we will bill actual time which could be less than this estimated total.

10.0 Costs Breakdown

1) The proposal should include a listing of all necessary software and hardware, integration needs and potential costs necessary to complete the project (i.e. hardware, software, installation, licensing, training, networking, etc.)

Option 1 - Drobo Storage Solution				
	Description	Qty	Rate	Extended
	Hardware			
	Dell T610 virtual host server	2	\$3,850.00	\$7,700.00
	2 - 146GB, 32GB RAM, 2 quad core processors			
	Drobo B800i	2	\$6,300.00	\$12,600.00
	8 x 1TB = 8TB Raw -7200k SATA drives			
	3 Year NBD Support			
	Redeploy existing Dell 2950 for backup and vCenter server	1	\$0.00	\$0.00
	Redeploy existing Dell 710 for third host and			
	Existing Drobo's for backup storage	1	\$0.00	\$0.00
	Sub-Total Hardware			\$20,300.00
	Description	Qty	Rate	Extended
	Software			
	VMware vSphere Essentials Plus	1	\$3,995.00	\$3,995.00
	VMware vSphere Essentials Plus 3 Year Sub	1	\$2,900.00	\$2,900.00
	Veeam Essentials Bundle	1	\$1,995.00	\$1,995.00
	Veeam Essentials Bundle 1 Year Sub	1	\$339.00	\$339.00
	Windows Server 2008 r2 Enterprise (3 Std owned)	1	\$1,879.00	\$1,879.00
	Windows CALs	50	\$24.00	\$1,200.00
	Exchange 2010 Standard	1	\$565.00	\$565.00
	Exchange CALs	100	\$54.00	\$5,400.00
	SSL Certificate	1	\$150.00	\$150.00
	Sub-Total Software			\$18,423.00

Phase	Description	Qty	Rate	Extended
	Labor			
1	Project Initiation			
	a. Consultant	1	\$150.00	\$150.00
	b. Engineer	1	\$150.00	\$150.00
2	VMware Deployment			
	a. Installation VMware on up to (3) host systems (2 new and 1 existing 1 year old server)	12	\$150.00	\$1,800.00
	b. Patch and test	2	\$150.00	\$300.00
	c. Kaseya (BI-IT)/WSUS setup	2	\$150.00	\$300.00
	d. Deploy Templates for virtual guests 7	14	\$150.00	\$2,100.00
	e. P2V systems to be virtualized 2	6	\$150.00	\$900.00
	f. Drobo deployment	8	\$150.00	\$1,200.00
	g. Projected after hours work	6	\$225.00	\$1,350.00
3	Application Migration			
	a. Windows SBS 2003-2008 server migration	2	\$150.00	\$300.00
	b. Exchange 2003-1010	28	\$150.00	\$4,200.00
	c. SQL 2008 imaging or template deployment	6	\$150.00	\$900.00
	d. Test	2	\$150.00	\$300.00
4	Backup Installation			
	a. Setup Veeam	2	\$150.00	\$300.00
	b. Setup Replication between servers/sites	8	\$150.00	\$1,200.00
	c. Test	2	\$150.00	\$300.00
5	Setup vCenter			
	a. New management server setup	6	\$150.00	\$900.00
	b. Setup Windows 2008 R2 template	4	\$150.00	\$600.00
	c. Install existing Anti-Virus	3	\$150.00	\$450.00
	d. Test management console	1	\$150.00	\$150.00
6	Project Management			
	a. PM and Consulting	6	\$150.00	\$900.00
	b. Knowledge Transfer throughout project estimated 20 hours	0	\$150.00	0
	Sub-Total Labor	122		\$18,750.00
One Time 10% Discount State contract				\$1,875.00
Grand Total after Discount		122		\$16,875.00

Total

\$55,598.00

Shipping and tax if applicable additional

Option 2 - Equallogic SAN Storage Solution				
	Description	Qty	Rate	Extended
	Hardware			
	Dell T610 virtual host server	2	\$3,850.00	\$7,700.00
	2 - 146GB, 32GB RAM, 2 quad core processors			
	Dell Equallogic PS4100	1	\$20,184.00	\$20,184.00
	7.2TB Raw - 24 300GB 10k SAS drives			
	3 year SAN NBD Support			
	Redeploy existing Dell 2950 for backup and vCenter server	1	\$0.00	\$0.00
	Redeploy existing Dell 710 for third host and Existing Drobo's for backup storage	1	\$0.00	\$0.00
	Sub-Total Hardware			\$27,884.00
	Description	Qty	Rate	Extended
	Software			
	VMware vSphere Essentials Plus	1	\$3,995.00	\$3,995.00
	VMware vSphere Essentials Plus 3 Year Sub	1	\$2,900.00	\$2,900.00
	Veeam Essentials Bundle	1	\$1,995.00	\$1,995.00
	Veeam Essentials Bundle 1 Year Sub	1	\$339.00	\$339.00
	Windows Server 2008 r2 Enterprise (3 Std owned)	1	\$1,879.00	\$1,879.00
	Windows CALs	50	\$24.00	\$1,200.00
	Exchange 2010 Standard	1	\$565.00	\$565.00
	Exchange CALs	100	\$54.00	\$5,400.00
	SSL Certificate	1	\$150.00	\$150.00
	Sub-Total Software			\$18,423.00
Phase	Description	Qty	Rate	Extended

	Labor			
1	Project Initiation			
	a. Consultant	1	\$150.00	\$150.00
	b. Engineer	1	\$150.00	\$150.00
2	VMware Deployment			
	a. Installation VMware on up to (3) host systems (2 new and 1 existing 1 year old server)	12	\$150.00	\$1,800.00
	b. Patch and test	2	\$150.00	\$300.00
	c. Kaseya (BI-IT)/WSUS setup	2	\$150.00	\$300.00
	d. Deploy Templates for virtual guests 7	14	\$150.00	\$2,100.00
	e. P2V systems to be virtualized 2	6	\$150.00	\$900.00
	f. SAN deployment	8	\$150.00	\$1,200.00
	g. Projected after hours work	6	\$225.00	\$1,350.00
3	Application Migration			
	a. Windows SBS 2003-2008 server migration	2	\$150.00	\$300.00
	b. Exchange 2003-1010	28	\$150.00	\$4,200.00
	c. SQL 2008 imaging or template deployment	6	\$150.00	\$900.00
	d. Test	2	\$150.00	\$300.00
4	Backup Installation			
	a. Setup Veeam	2	\$150.00	\$300.00
	b. Setup Replication between servers/sites	8	\$150.00	\$1,200.00
	c. Test	2	\$150.00	\$300.00
5	Setup vCenter			
	a. New management server setup	6	\$150.00	\$900.00
	b. Setup Windows 2008 R2 template	4	\$150.00	\$600.00
	c. Install existing Anti-Virus	3	\$150.00	\$450.00
	d. Test management console	1	\$150.00	\$150.00
6	Project Management			
	a. PM and Consulting	6	\$150.00	\$900.00
	b. Knowledge Transfer throughout project estimated 20 hours	0	\$150.00	0
	Sub-Total Labor	122		\$18,750.00
One Time 10% Discount State contract				\$1,875.00
Grand Total after Discount		122		\$16,875.00
Total				\$63,182.00
Shipping and tax if applicable additional				

Option 3 - Powervault SAN Storage Solution				
	Description	Qty	Rate	Extended
	Hardware			
	Dell T610 virtual host server	2	\$3,850.00	\$7,700.00
	2 - 146GB, 32GB RAM, 2 quad core processors			
	Dell Powervault MD3220i	1	\$14,928.00	\$14,928.00
	7.2TB Raw - 24 300GB 10k SAS drives			
	3 year SAN NBD Support			
	Redeploy existing Dell 2950 for backup and vCenter server	1	\$0.00	\$0.00
	Redeploy existing Dell 710 for third host and			
	Existing Drobo's for backup storage	1	\$0.00	\$0.00
	Sub-Total Hardware			\$22,628.00
	Description	Qty	Rate	Extended
	Software			
	VMware vSphere Essentials Plus	1	\$3,995.00	\$3,995.00
	VMware vSphere Essentials Plus 3 Year Sub	1	\$2,900.00	\$2,900.00
	Veeam Essentials Bundle	1	\$1,995.00	\$1,995.00
	Veeam Essentials Bundle 1 Year Sub	1	\$339.00	\$339.00
	Windows Server 2008 r2 Enterprise (3 Std owned)	1	\$1,879.00	\$1,879.00
	Windows CALs	50	\$24.00	\$1,200.00
	Exchange 2010 Standard	1	\$565.00	\$565.00
	Exchange CALs	100	\$54.00	\$5,400.00
	SSL Certificate	1	\$150.00	\$150.00
	Sub-Total Software			\$18,423.00
Phase	Description	Qty	Rate	Extended
	Labor			
1	Project Initiation			

	<i>a. Consultant</i>	1	\$150.00	\$150.00
	<i>b. Engineer</i>	1	\$150.00	\$150.00
2	VMware Deployment			
	<i>a. Installation VMware on up to (3) host systems</i>	12	\$150.00	\$1,800.00
	<i>(2 new and 1 existing 1 year old server)</i>			
	<i>b. Patch and test</i>	2	\$150.00	\$300.00
	<i>c. Kaseya (BI-IT)/WSUS setup</i>	2	\$150.00	\$300.00
	<i>d. Deploy Templates for virtual guests 7</i>	14	\$150.00	\$2,100.00
	<i>e. P2V systems to be virtualized 2</i>	6	\$150.00	\$900.00
	<i>f. SAN Powervault deployment</i>	6	\$150.00	\$900.00
	<i>g. Projected after hours work</i>	6	\$225.00	\$1,350.00
3	Application Migration			
	<i>a. Windows SBS 2003-2008 server migration</i>	2	\$150.00	\$300.00
	<i>b. Exchange 2003-1010</i>	28	\$150.00	\$4,200.00
	<i>c. SQL 2008 imaging or template deployment</i>	6	\$150.00	\$900.00
	<i>d. Test</i>	2	\$150.00	\$300.00
4	Backup Installation			
	<i>a. Setup Veeam</i>	2	\$150.00	\$300.00
	<i>b. Setup Replication between servers/sites</i>	8	\$150.00	\$1,200.00
	<i>c. Test</i>	2	\$150.00	\$300.00
5	Setup vCenter			
	<i>a. New management server setup</i>	6	\$150.00	\$900.00
	<i>b. Setup Windows 2008 R2 template</i>	4	\$150.00	\$600.00
	<i>c. Install existing Anti-Virus</i>	3	\$150.00	\$450.00
	<i>d. Test management console</i>	1	\$150.00	\$150.00
6	Project Management			
	<i>a. PM and Consulting</i>	6	\$150.00	\$900.00
	<i>b. Knowledge Transfer throughout project estimated 20 hours</i>	0	\$150.00	0
	Sub-Total Labor	120		\$18,450.00
One Time 10% Discount State contract				\$1,845.00
Grand Total after Discount			120	\$16,605.00
Total				\$57,656.00
Shipping and tax if applicable additional				

11.0 References

1. Sumter County Bradley Arnold 352-793-0200 Bradley.arnold@sumtercounty.gov
2. State Attorney's Office Dick Donahoe 813-274-1964 donahoed@sao13th.com
3. Checkers Jennifer Durham 813-283-7000 durhamj@checkers.com
4. Inetico Cliff Palmer 813-258-2200 Cliffpalmer@inetico.com
5. Florida Rural Legal Services Rudy Chagoya 863-688-7376 rchagoya@frls.org
6. Certified Foundations Inc. Larry Liggett 863-859-3889 larry@cfi-1.com

12.0 Required Exhibits

Please submit all of the required documents with your proposal.

- 1) No Lobbying Affidavit
- 2) Drug Free Workplace Certification
- 3) Public Entity Crimes Statement

Submitted previously not included in this revised version.

13.0 DSM Dynamic Methodology

Central to providing comprehensive Security Services is DSM's Dynamic Methodology, which is a well-defined, fully scalable assessment process. Based upon nearly two decades of systems integration and assessment work, it assures that each client's assessment, regardless of scope, focus or business/operational circumstances, will yield reliable and repeatable results. Our comprehensive approach gives customers the information they need to make sound security-related business decisions as well as provides a baseline for security management and measurement programs.

Flexible and customizable, our Dynamic Methodology results in a tailored risk profile prepared exclusively for each client. This profile ultimately drives a set of recommendations and practices most appropriate for the client's environment be it general security, COOP & COG, HIPAA, GLBA, etc. These practices then become the roadmap for the organization, providing specific guidelines and implementation strategy for a continuous enterprise-wide IT security program.

Our methodology (as depicted in Figure 1) is a six-phased approach that begins with discovery and culminates with a maintenance program. Depending on the needs of the client, this methodology can be expanded or minimized to meet the client's needs. Overall, DSM looks at the entire IT environment, assesses the risks, creates a plan for securing critical vulnerabilities and threats and provides a solution for monitoring over time all of which are tied to your business needs.

DSM performed phase 1 and 2 earlier this year. We would perform phases 3-5 via this project and phase 6 would be the knowledge transfer to BI-IT for them to continue managed services.

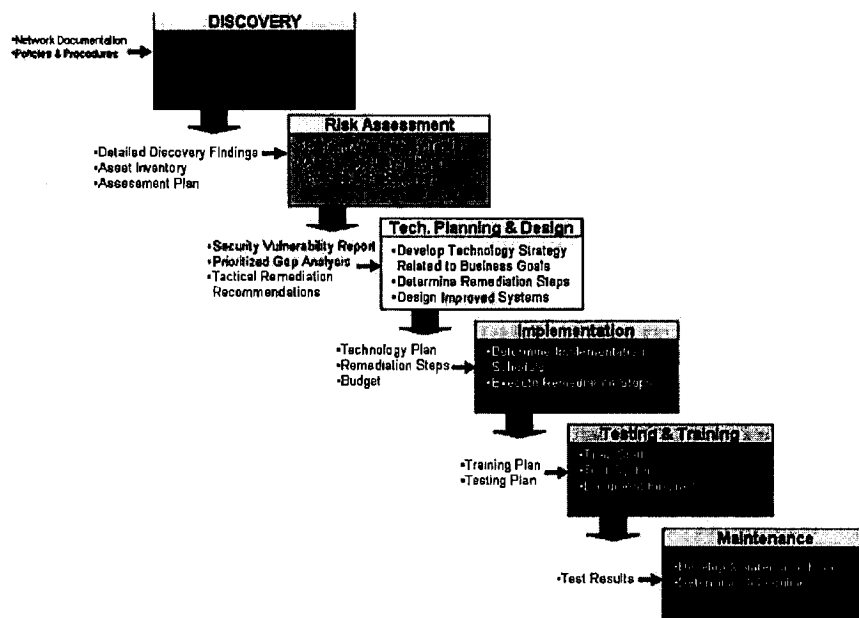


Figure A-1: Dynamic Security Methodology

Phase 1 – Discovery

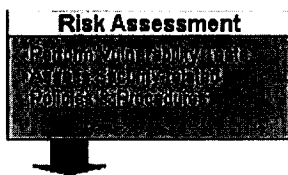


Any comprehensive security program must begin with a discovery phase, whereby the various IT assets are identified. This can be accomplished both manually and automatically. DSM's approach combines interviews with appropriate personnel, documentation review and automated scanning of your network. This data is then correlated, analyzed and presented to the organization to verify the detailed network environment.

Importance – Network identification or discovery is critical to any security program because it provides the foundation or current state baseline on which to evaluate the computing environment without omitting any critical assets that may have otherwise been inadvertently overlooked.

Differentiation – What makes DSM's approach different than other competitors is that we employ several automated tools to help gather and document information quickly and cost-effectively. This automation provides comprehensive system information in a fraction of the time and at a fraction of the cost as compared to a manual approach.

Phase 2 – Risk Assessment



Once the computing environment has been identified, the systems must be evaluated from a security perspective. During this phase we look for faults, performance issues, security concerns, threats, vulnerabilities and trending information.

With this data, we can then provide you with a gap analysis between existing and desired state as well as high-level recommendations for remediation

Importance – Our assessment of your systems helps you highlight weaknesses that may compromise the security of your systems and mission critical information. It also provides you a framework for overcoming these weaknesses as related to industry standards and best practices.

Differentiation – DSM takes a system-wide approach and focuses on overall remediation and proactive problem-solving to give you the best solution for your environment. Many other organizations will simply focus on delivering a point solution and tactical response. DSM, however, focuses on “what is causing the problem” and delivers both a tactical response and strategic remediation.

Phase 3 – Technical Planning & Design

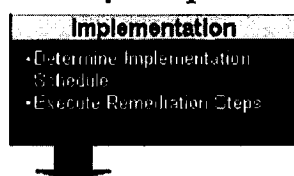


Once the Risk Assessment is complete and initial recommendations made, it is imperative to carefully plan and design the best implementation of these recommendations. Often trade-offs must be made because not everything can be done at once. It is during this phase that those critical business decisions are made.

Importance – Planning and design are often either overlooked or not given the appropriate time to make the best decisions for an organization. By taking the time upfront in the planning phase, implementation is much more likely to be successful and meet your business needs.

Differentiation – DSM’s ability to leverage our core competencies in the systems integration and technology field enables us to better understand your overall business needs. This results in a technology plan that mirrors your business needs with the appropriate technology.

Phase 4 – Implementation

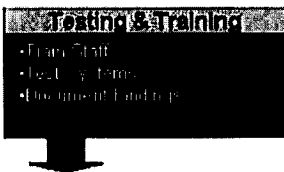


During the implementation phase, DSM becomes part of the client’s team that executes the technology plan and remediation steps resulting from Phase 3. Depending upon the client’s skill level and resource availability, DSM can either fully implement the solution or provide staff augmentation as necessary. At this point, the planning has been completed and the work is much more technical than strategic.

Importance – The importance of the implementation phase is to have a team that not only is capable of executing against a plan but can also verify the assumptions and decisions made during the planning phase.

Differentiation – DSM’s ability to carry a client through the discovery, assessment and planning phases to implementation ensures continuity of service as well as a complete understanding of why implementation decisions were made. Additionally, DSM focuses on skills transference during implementation so that clients are able to be self-sufficient at the end of the project. Many security companies do not assist with implementation.

Phase 5 – Testing and Training



The testing and training phase is critical for a turnkey solution. During this phase, DSM makes sure that all systems and remediation work as intended. In addition to working hand-in-hand with client staff during implementation, DSM provides training on any technology unfamiliar to the client.

Importance – Testing and training are critical to ensuring that the implementation phase was successful. Prior to going live with any IT changes in an organization; the systems must be tested for any new vulnerabilities as well as operability.

Differentiation – What makes DSM's security testing plans different from others is that they have been tried and perfected in our own data center. DSM can better identify with the challenges your operation faces.

Phase 6 – Maintenance



Security assessments are only a snapshot in time. They assess vulnerabilities and threats on given systems, under certain conditions at a specific point in time. New systems and/or applications come on line constantly, new vulnerabilities are created, organizational changes occur, etc. Our maintenance

phase provides clients with a plan and scheduling for continual monitoring of security.

Importance – Any security approach must be ongoing. Not only do security threats change, but also technology is constantly changing. Managing a security program requires businesses to constantly monitor and update the program to meet current business needs.

Differentiation – DSM offers vITs Managed Services to assist with the maintenance of your infrastructure. In this case BI-IT would be providing managed services designed to provide an ongoing security maintenance program. Additionally managed services can be used to maximize system uptime and improve the performance of critical networks, systems and applications.

NO LOBBYING AFFIDAVIT

STATE OF Florida

COUNTY OF Polk

This, 28 of September, 2011

being first duly sworn, deposes and says that he or she is the authorized representative of
DSM.net, Inc.

(Name of the authorized contractor, firm or individual), maker of the attached request for bid released by the City of Palmetto, and that the proposer and any of its agents agrees to abide by the City of Palmetto's no lobbying restrictions in regards to this solicitation.

Shelley Robinson
Affiant

The foregoing instrument was acknowledged before me this 28th day of September, 2011, by **Shelley Robinson, CMO**, of DSM.net, Inc, a Florida corporation since 1986, who is personally known to me, who produced as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

Signature

Print Name

NOTARY PUBLIC-STATE OF

My Commission Expires:

Commission No.



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DRUG FREE WORK PLACE CERTIFICATION

SWORN STATEMENT PURSUANT TO ORDINANCE NO. 505, AMENDING CHAPTER 2, SECTION 2-57, PALMETTO CODE OF ORDINANCES, ON DRUG FREE WORK PLACES.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Palmetto (the "CITY"), by:

Shelley Robinson, CMO

(Print individuals name and title)

For: **DSM.net, Inc.**

(Print name of entity submitting sworn statement)

whose business is: **DSM Technology Consultants (DSM.net, Inc.)**

and (if applicable) its Federal Employer Identification Number (FEIN) is **59-3592671**. (If the entity has no FEIN, include the social security number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a CITY contract for public improvements, procurement of goods or services (including professional services) or a CITY lease, franchise, concession or management agreement, or shall receive a grant of CITY monies unless such person or entity has submitted a written certification to the CITY that it will provide a drug free work place by:

1. Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
 - I. The dangers of drug abuse in the work place;
 - II. the person's or entity's policy of maintaining a drug free environment at all its work places, including, but not limited to, all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
 - III. any available drug counseling, rehabilitation, and employee assistance programs; and
 - IV. the penalties that may be imposed upon employees for drug abuse violations.
2. Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advise as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post, in a prominent place at all of its work places, a written statement of its policy containing the foregoing elements I through IV.
3. Notifying the employee in the statement required by subsection 1 that this is a condition of employment the employee will:
 - I. Abide by the terms of the statement; and
 - II. Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

4. Notifying the CITY within ten (10) days after receiving notice under subsection 3 from an employee or otherwise receiving actual notice of such conviction.
5. Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
6. Making a good faith effort to continue to maintain a drug free work place through implementation of sections 1 through 5 stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE CITY OF PALMETTO IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OF THE PALMETTO CITY CLERK DETERMINES THAT:

1. Such person or entity has made false certification;
2. such person or entity violates such certification by failing to carry out the requirements of sections 1, 2, 3, 4, 5 or 6 or Ordinance No. 505, amending Chapter 2, Section 2-57, Palmetto Code of Ordinances, or
3. such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Ordinance No. 505.

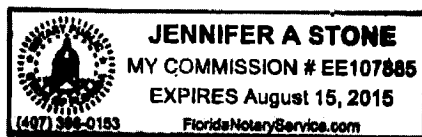
Shelley A. Robinson
(Signature)

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 28 day of September, 2011, by Shelley A. Robinson, as CMD of DSM-Pet Inc, on behalf of _____.

☒ who is personally known to me, ☐ or who produced as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)



Jennifer A. Stone
Signature

Jennifer A. Stone
Print Name
NOTARY PUBLIC-STATE OF FLORIDA
My Commission Expires: _____
Commission No. _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC

OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Palmetto (the "CITY") by:

Shelley Robinson, CMO

(Print individuals name and title)

For: **DSM.net, Inc.**

(Print name of entity submitting sworn statement)

whose business is: **DSM Technology Consultants (DSM.net, Inc.)**

Whose business address is:

6810 New Tampa Highway Suite 600 Lakeland, FL 33518

And (if applicable) its Federal Employer Identification Number (FEIN) is:

59-3592671

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arms length agreement, shall be a prima facie case that one (2) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to propose on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies). SA Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

(Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: 9/28/11

Signature Shelley A. Robinson

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 28th day of

September, 2011, by Shelley A. Robinson as of

, on behalf of DSM.net, Inc.

who is personally known to me, or who produced as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

Signature

Print Name

NOTARY PUBLIC-STATE OF

My Commission Expires:

Commission

Jennifer A Stone



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**ATTACHMENT F
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND CONTRACTOR
PROVISIONS**

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS016**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. Equal Employment Opportunity - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in

accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)) - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. Compliance with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.
11. Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to

purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

14. Compliance with environmental standards which may be prescribed to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
16. Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)
17. Compliance with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
20. Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
21. Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.

22. The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.
23. Compliance with the Buy American Act (41 U.S.C. 10a-10c) By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
24. Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects
 - a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
 1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
 2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
 - b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
 - c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.
25. Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.
26. Segregation of Costs – Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.
27. False Claims Act – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal

or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.