

AWARD OF SERVICE AGREEMENT TO
PURCHASE A STORAGE ARRAY NETWORK
February 23, 2010
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All scores received were reviewed and found to be responsive. The Source Selection Committee voted unanimously for Impex Technologies, Inc., due to their proposal being the lowest priced of all proposals received.

FINANCIAL IMPACT

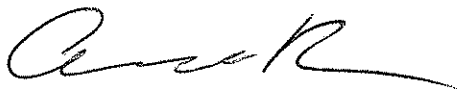
The financial impact for this project is \$31,323.75. This amount was budgeted in the 2009/10 budget as part of the Information Technology internal service fund.

RECOMMENDATION

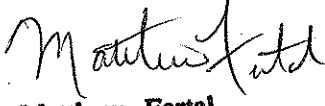
It is recommended that the City Council:

- Award a service agreement to Impex Technologies to provide one (1) Storage Array Network including three (3) years of support and service in the firm fixed price of \$31,323.75; and
- Authorize the City Manager to execute the service agreement on behalf of the City of Garden Grove.


CHARLES KALIL
Information Technology Director


By: Anand Rao
Information Systems Manager

Recommended for Approval


Matthew Fertal
City Manager

Attachment: 1. Professional Services Agreement
2. RFP No. S-1054 Memorandum

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2010, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Impex Technologies Inc.**, here in after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide One (1) DELL EqualLogic PS4000E iSCSI Array with 16 x 1 TB 7.2 K SATA drives and dual controllers, and three (3) years of support for service and parts on a 24 hr / 7 day a week basis and 4 hour response time.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** This Agreement shall cover services rendered for the performance period of three (3) years from full execution of the agreement. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Scope of Work (Attachment "A"). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Pricing Proposal, which is attached as Attachment "B" and is hereby incorporated by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows: Compensation under this agreement shall be a firm fixed price of Thirty One Thousand Three Hundred Twenty Three Dollars and 75/100, \$31,323.75, of which \$30,123.75 is for One (1) DELL EqualLogic PS4000E iSCSI Array with 16 x 1 TB 7.2 K SATA drives and dual controllers and \$1,200.00 is for the Three (3) Year Support and Service Agreement, payable in arrears and

in accordance with Pricing Proposal, which is attached as Attachment B and is hereby incorporated by reference. All work shall be in accordance with RFP No.S-1054 and the Scope of Services, which is attached as Attachment A, and is hereby incorporated by reference.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on pricing included in Proposal Pricing (Attachment "B").
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving three (3) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount, which may become due to CONTRACTOR.

6. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
7. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
8. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
9. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
10. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. CONTRACTOR
Impex Technologies Inc.
Attention: Rajiv Shah, President
2311 W. 205th Street, Suite 104
Torrance, CA 90501-1455

b.	(Address of City)	(with a copy to):
	City of Garden Grove	Garden Grove City Attorney
	11222 Acacia Parkway	11222 Acacia Parkway
	Garden Grove, CA 92840	Garden Grove, CA 92840

11. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
12. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
13. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions

of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

14. **Time of Essence.** Time is of the essence in the performance of this Agreement.
15. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
16. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
17. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

18. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may be entitled. If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense or such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

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(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Impex Technologies, Inc.

By: Rajiv Shah

Name: Rajiv Shah

Title: Principal

Date: 12/21/09

Tax ID No. 95-4671710

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

[Signature]
Garden Grove City Attorney

12/23/09
Date

ATTACHMENT "A"
RFP No. S-1054
CITY OF GARDEN GROVE

Provide the City of Garden Grove with One (1) DELL EqualLogic PS4000E iSCSI Array with Three (3) Years of Support and Service

SCOPE OF WORK

A. INTRODUCTION: The City of Garden Grove is seeking proposals from companies for one (1) DELL EqualLogic PS4000E iSCSI Array with 16 x 1 TB 7.2 K SATA drives and dual controllers, and three (3) years of support for service and parts on a 24 hr / 7 day a week basis and 4 hour response time. The City's currently owns two EqualLogic Storage Arrays and is looking to expand its storage capabilities.

B. REQUIREMENTS: The City of Garden Grove has defined the following requirements:

1. One (1) DELL EqualLogic PS4000E iSCSI Array with 16 x 1 TB 7.2 K SATA drives and dual controllers.
2. The proposed system must have 16TB of raw space.
3. Enterprise level support in the form of 24/7 online and telephone access, software maintenance and updates, and four-hour advance hardware replacement.

IMPEX TECHNOLOGIES, INC.
 2311 W. 205th Street, Suite 104
 Torrance, CA 90501-1455
 (310) 320-0280

"ATTACHMENT B"

PROPOSAL PRICING

Proposal must include ALL costs and fees associated with providing the equipment and support services, including all wages, overhead, mileage, insurance, benefits, and other expenses. **No fees, costs or charges will be considered or paid by CITY that are not identified in this proposal.**

Please **DO NOT** change/alter this page in any way! This page must be submitted with your proposal to be considered complete.

PROPOSAL PRICE	
Proposal Pricing Must be Stated as Follows:	
A) One (1) DELL EqualLogic PS4000E ISCSI Array with 16 x 1 TB 7.2 K SATA drives and dual controllers	
PRICE	\$ <u>27,700.00</u>
SALES TAX 8.75%	\$ <u>2,423.75</u>
TOTAL PRICE	\$ <u>30,123.75</u>
B) Three (3) years of support for service AND parts on a 24 hr / 7 day a week basis and 4 hour response time.	\$ <u>1,200.00</u>
C) TOTAL PROPOSAL AMOUNT Combined Total of Both A and B	\$ <u>31,323.75</u>
Total Proposal Amount Written In Words	
THIRTY ONE THOUSAND THREE HUNDRED TWENTY THREE AND SEVEN FIVE CENTS	
When there is a discrepancy between the words and figures, the WORDS WILL GOVERN.	

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Charles Kalil
 Dept: Information Technology
 Subject: RFP No. S-1054 to Provide One (1) DELL EqualLogic PS4000E iSCSI Array and Three (3) years of support for service and parts.

From: Kingsley Okereke
 Dept: Finance
 Date: December 18, 2009

OBJECTIVE

Provide proposal analysis, evaluation results, and recommendation to Provide One (1) DELL EqualLogic PS4000E iSCSI Array with 16 x 1 TB 7.2 K SATA drives and dual controllers, and three (3) years of support for service and parts on a 24 hr / 7 day a week basis and 4 hour response time.

ANALYSIS

RFP No. S-1054 was advertised on November 4, 2009 and re-advertised on November 11, 2009. The proposal document was posted on the City's website on November 4, 2009, via the Planet Bids on-line bidding system.

EVALUATION

Three (3) proposals were received and opened on November 18, 2009. The Source Selection Committee (SSC) review scores were completed on December 14, 2009. The analysis below indicates the Proposal Pricing and the final SSC scores:

COMPANY NAME	TOTAL COST	FINAL SSC SCORES 12/14/09
Impex Technologies, Inc. Torrance, CA	\$31,323.75	2890
Mosaic Technology	\$33,665.56	2781
Business Services	\$38,979.99	2431

All proposals received were reviewed and found to be responsive.


All proposers were within the competitive range, however the Source Selection Committee (SSC) unanimously agreed to award the contract to Impex Technologies, Inc., due to their proposal being the lowest priced of all three proposals received.

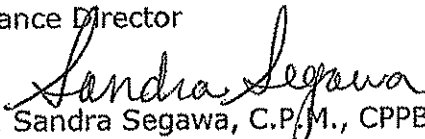
RECOMMENDATION

It is recommended that the Information Technology Department seek City Council approval to:

- Award a contract to the highest scoring proposer, Impex Technologies Inc., in the firm fixed price amount of \$31,323.75.
- Authorize the City Manager to execute the contract.

If you have questions, please contact Sandra Segawa at Ext. 5050.


KINGSLEY OKEREKE *for Kingsley Okereke*
Finance Director


By: Sandra Segawa, C.P.M., CPPB
Purchasing Agent

Cc: Anand Rao

AGREE

Anand Rao

Charles Kalil

Noel Proffitt

