



AGENDA REPORT

Meeting Date: August 18, 2009
Item Number: F-13
To: Honorable Mayor & City Council
From: David Schirmer, Chief Information Officer
Subject: AWARD OF BID NO. 09-41 TO NETWORLD SOLUTIONS, INC.;

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND NETWORLD SOLUTIONS, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO PROVISION OF SYSTEMS ARCHITECTURE, ADMINISTRATION AND DESIGN SERVICES TO BEVERLY HILLS UNIFIED SCHOOL DISTRICT; AND

AUTHORIZATION TO ISSUE A PURCHASE ORDER TO NETWORLD SOLUTIONS, INC. FOR THESE SERVICES IN AN AMOUNT NOT TO EXCEED \$125,000.

Attachments: 1. Agreement

RECOMMENDATION

The Information Technology Department (IT) recommends approval of an agreement with Network World Solutions, Inc. to provide systems administration support to BHUSD.

INTRODUCTION

The City has an agreement in place with BHUSD to provide information technology consulting services (Agreement No. 68-09). Per the terms of that Agreement, the City agrees to provide up to 4000 hours of consulting services per year, over the term of the three-year agreement. The City has divided the services into two separate categories: (i) systems administration services; and (ii) network administration services. Additionally, the City may utilize third party vendors to assist in providing the services.

DISCUSSION

On May 21, 2009, the City released a Request for Proposals (RFP) soliciting bids for information technology consulting services to BHUSD (Bid No. 09-41). On June 9th,

2009 at 2:00 p.m., sealed bids were opened by the Deputy City Clerk. Ten responses were received.

Of the ten responses, four companies were selected based on the proposals submitted, and the demonstrated capacity and skill to provide the requested service. These four companies were invited to provide additional information in an in-person presentation:

- Network Solutions, Inc: \$55.00 per hour
- Login Consulting Services, Inc: \$62.50 per hour
- Edgesoft, Inc.: \$70.00 per hour
- Infokall, Inc.: \$75.00 per hour

Upon evaluation of the presentations, the City's selection committee determined that Network Solutions, Inc. has the most extensive relevant experience in providing the requested services to school districts. Additionally, Network Solutions, Inc. provided the lowest bid of the four finalists.

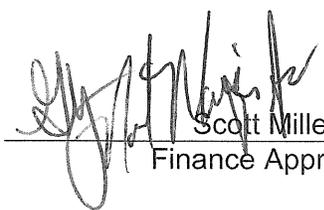
FISCAL IMPACT

This is a cost neutral agreement whereby funding to pay for consulting services is provided to the City by BHUSD, under a separately executed agreement. This agreement between Network Solutions, Inc. and the City provides for an annual not-to-exceed amount of \$125,000 at an hourly rate of \$55.

Pursuant to the Agreement between BHUSD and the City, the City receives \$250,000, annually, \$125,000 will be set aside for this agreement with Network, and \$125,000 will be set aside to be awarded separately for Network Administration Services. The funds have been allocated in the Information Technology budget for Network and Communications, Maintenance and Repair Non-Auto.

Funds for this project are provided as follows:

Budget Unit	Account #	Description of Fund Source/Account #	Amount
4101503BHSD	73030	Network and Communications / Maintenance and Repair Non-Auto	\$125,000.00



Scott Miller
Finance Approval



David Schirmer
Approved By

Attachment 1

Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND NETWORLD SOLUTIONS, INC. FOR INFORMATION
TECHNOLOGY CONSULTING SERVICES RELATED TO
PROVISION OF SYSTEMS ARCHITECTURE,
ADMINISTRATION AND DESIGN SERVICES TO BEVERLY
HILLS UNIFIED SCHOOL DISTRICT

NAME OF CONSULTANT: Networld Solutions, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Darryl Vidal, Vice President

CONSULTANT ADDRESS: 8316 Clairemont Mesa Boulevard, #208
San Diego, California 92111

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David Schirmer,
Chief Information Officer

COMMENCEMENT DATE: Upon receipt of written Notice to Proceed

TERMINATION DATE: December 31, 2011

CONSIDERATION: Not to exceed \$125,000 per year as set forth
in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
NETWORLD SOLUTIONS, INC. FOR INFORMATION TECHNOLOGY
CONSULTING SERVICES RELATED TO PROVISION OF SYSTEMS
ARCHITECTURE, ADMINISTRATION AND DESIGN SERVICES TO
BEVERLY HILLS UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Networld Solutions, Inc. (hereinafter called "Consultant").

RECITALS

A. City desires to have certain services provided as set forth in Exhibit A, attached hereto and incorporated herein by this reference (the "Services").

B. Consultant represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services. Consultant shall provide information technology consulting services as more particularly described in Exhibit A, in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Compensation.

A. City agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

B. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including but not limited to, all labor, materials, delivery, tax, assembly and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

Section 3. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 4. Assignment and Subcontracting. Consultant shall not assign or attempt to assign any portion of this Contract, or subcontract any required performance hereunder, without the prior written approval of City. Consultant, however, shall at all times be responsible for the services performed by any subcontractors.

Section 5. Party Representatives.

(a) Consultant: Responsible Principal. Consultant's Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Contract and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal by Consultant shall not be made without the prior written consent of City.

(b) City Representative. The City Manager or his designee shall represent City in the implementation of this Contract.

Section 6. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Contract.

Section 7. Interests of Consultant. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Contract. No person having any such interest shall be employed by or be associated with Consultant.

Section 8. Insurance.

(a) Consultant shall at all times during the term of this Contract carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.

(b) Consultant shall at all times during the term of this Contract carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to City in writing and be approved by City. Further, Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Contract is completed.

(c) Consultant shall at all times during the term of this Contract carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by this Contract.

(d) Consultant agrees to maintain in force at all times during the performance of work under this Contract workers' compensation insurance as required by law.

(e) Consultant shall require each of its sub-Consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Contract.

(f) The policy or policies required by this Contract shall be issued by an insurer admitted in the State of California and with a rating of at least a B+,VII in the latest edition of Best's Insurance Guide.

(g) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Contract or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(h) At all times during the term of this Contract, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth on Exhibit C, attached hereto and incorporated herein, or a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Contract, file with the City Clerk such certificate or certificates.

(i) The policies of general liability and vehicle liability insurance required by this Contract shall contain an endorsement naming the City and City's elected officials, officers and employees, as well as the Beverly Hills Unified School District ("District") and its elected officials, officers and employees, as additional insureds. All of the policies required under this Contract shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Contract.

(j) The insurance provided by Consultant shall be primary to any coverage available to City and District. The policies of insurance required by this Contract shall include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City and District.

(k) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Section 9. Indemnification.

(a) Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, and every officer, employee and agent of the City, as well as the District and its elected officials, its officers and employees, from any claims, liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Consultant, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Contract.

(b) Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City, as well as the District and its elected officials, its officers and employees, from and against any liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Consultant under this contract infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

Section 10. Termination.

(a) City may cancel this Contract, with or without cause, at any time upon five (5) days written notice to Consultant. Consultant agrees to cease all work under this Contract on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Contract by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Contract, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Contract.

Section 11. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's services.

Section 12. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Contract shall become the property of City, and City may use all or any portion of the work submitted by Consultant pursuant to this contract as City deems appropriate.

Section 13. Non-Disclosure.

(a) Pursuant to the terms of this contract, City may provide, or will provide Consultant with certain information, and/or access to certain information including public safety information (the "Information"), which was or will be obtained by the City pursuant to a license agreement with a third party, or which is the proprietary information of the City, or which is not publicly known. Consultant, its employees, agents, representatives, contractors and subcontractors shall hold the Information private and confidential, and shall not:

(i) Use the Information, nor cause the Information to be used for any purpose other than in performance of its duties to the City under this Agreement,

(ii) Participate in the wrongful use, illegal use, or unauthorized disclosure of the Information, or

(iii) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties. This provision survives termination of this Agreement.

Section 14. Notice. Any notice required by this Contract shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 15. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Contract, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 16. Entire Contract. This Contract represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by a written instrument signed by both City and Consultant.

Section 17. Governing Law. The interpretation and implementation of this Contract shall be governed by the domestic law of the State of California.

Section 18. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

EXECUTED the ____ day of _____, 2009.

CITY OF BEVERLY HILLS
A Municipal Corporation

NANCY KRASNE
Mayor of the City of Beverly Hills

ATTEST:

(SEAL)
BYRON POPE
City Clerk

NETWORLD SOLUTIONS, INC.:

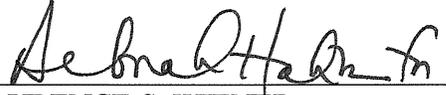

DARRYL VIDAL

Vice President


LORI GREEN

Secretary

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


DAVID SCHIRMER
Chief Information Officer

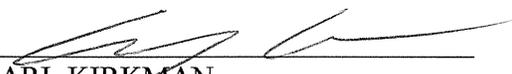

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide information technology consulting services (the “Services”) related to City’s provision of Systems Architecture, Administration and Design services to the District, as directed by City. Consultant shall warranty all Services for one year. The Services shall include, but are not limited to the following:

TASK 1: Systems Architecture, Administration and Design

- (a) Provide analysis of High-Availability requirements, technology improvement opportunities, and IT operational improvements.
- (b) Design fault-tolerant system architectures to run mission-critical applications.
- (c) Architect migration strategies to extend current infrastructure, business systems and processes in a High-Availability and managed services design.
- (d) Ensure quality deliverables, meets project time-frames, and achieves a high-degree of customer satisfaction.
- (e) Resolve complex issues and enable staff, developers and consultants in successful completion of their duties.
- (f) Design and administer highly-available Relational Database systems, Intranet and Internet systems, E-mail systems, and File/Print servers.
- (g) Architect enterprise solutions utilizing IBM Web-Sphere, IBM DB2, IBM AIX, Microsoft Windows servers, HACMP, Windows clustering, SAN, NAS, Tivoli Storage Manager and Fiber Channel Networks.
- (h) Architect and administer policies and procedures related to system security, client and server access, Active Directory, Exchange, LDAP, Firewalls, VPN, secure remote access, Internet access, virus protection, Security filtering, Data Center planning, security and maintenance.
- (i) Architect and administer the District’s Disaster Recovery Plan to ensure the backup and restoration of data, systems, and high-availability resources in the event of catastrophic failure.
- (j) Maintain high-availability environment including secondary and tertiary data replication measures.
- (k) Work in a heterogeneous environment consisting of Windows systems, UNIX systems, centralized storage, centralized backups and fiber channel networks.
- (l) Ensure high-availability of systems across the Municipal Area Network.
- (m) Administer and support Enterprise Storage Systems.
- (n) Administer and support Tivoli Storage Manager.
- (o) Administer and support AIX, Web-Sphere, DB2, HACMP and Informix.
- (p) Administer and support ieSkill in Windows servers, Active Directory, MS Exchange, IBM Director and Windows clustering.
- (q) Provide documentation created in Visio, MS Project, Imaging Software and other MS Office tools for documentation.
- (r) Utilize High-Availability best practices.

- (s) Provide services related to Active Directory, Microsoft Exchange, email gateways, spam filtering systems, print services, web servers and application servers.
- (t) Provide services in a heterogeneous environment consisting of Windows, Unix, centralized storage, centralized backup, fiber channel network, email systems, databases and virtualization.
- (u) Provide services related to networking components including DHCP, DNS, VLANs, Switches, Routers, two factor authentication, LAN, WAN, VPN, LDAP and Firewall.
- (v) Provide services related to databases including MS-SQL, DB2, Oracle and database administration techniques such as SQL scripting, stored procedures, backup, restore, data migration etc.
- (w) Provide services related to virtualization techniques including VMware, Microsoft Virtual server and Unix server virtualization
- (x) Ensure quality deliverables, meet project time-frames, and achieve a high-degree of customer satisfaction.
- (y) Provide services related to high availability techniques including Microsoft Clustering, HACMP, Database clustering and application server clustering.
- (z) Provide services related to backup, recovery and disaster recovery techniques.

TASK 2: Additional Information Technology Consulting Services

- (a) As directed by the City, Consultant shall provide ongoing supplemental systems support and systems administration in the following areas:
 - i. Maintenance of software and system configurations
 - ii. Analysis of hardware and software problems
 - iii. Generation of related reports, change logs and documentation
 - iv. Security enhancements
 - v. Monitoring of system performance
 - vi. Software enhancements
 - vii. Documentation of systems based on industry best practices using Visio, MS Project, Imaging Software and other MS Office tools
- (b) As directed by the City, Consultant shall provide additional information technology consulting services to the District to ensure the integrity, security and functionality of the District's systems.

EXHIBIT B

COMPENSATION and PAYMENT

City shall pay Consultant compensation at a blended rate of Fifty-Five Dollars (\$55) per hour for scheduled service during normal business hours. The total sum shall not exceed the amount of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) per year, as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement.

Consultant shall submit a monthly itemized statement to City for its services performed for the prior month, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. City shall pay Consultant all undisputed amounts of such billing within thirty (30) days of receipt.