



AGENDA REPORT

Meeting Date: August 19, 2008
Item Number: F- 10
To: Honorable Mayor & City Council
From: Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN
Attachments: 1. Agreement (1)

Item A. APPROVAL OF AMENDMENT NO. 7 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND INTERNATIONAL BUSINESS MACHINES CORPORATION FOR ONGOING MAINTENANCE AND SUPPORT SERVICES FOR THE CITY'S DATA CENTER; AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$287,098.92

RECOMMENDATION

Staff recommends that the City Council approve amendment no. 7 to the agreement and a purchase order in the amount of \$287,098.92 with International Business Machines Corporation (IBM) for ongoing maintenance and support services for the City's Data Center.

INTRODUCTION

IBM provides the ongoing maintenance and support services for the City's infrastructure, composed of the hardware and software systems including the server and storage environment, repairs and upgrades.

DISCUSSION

The amendment provides for the annual maintenance of the IBM hardware and software to ensure ongoing maintenance and support for the City's computing infrastructure and the necessary provision of support services, replacement parts, equipment and software upgrades.

FISCAL IMPACT

Funds were budgeted and are available in the Information Technology's Internal Service Fund for this purpose.

***Item B.* APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$243,953.41 TO Lenco Industries, Inc., FOR THE PURCHASE OF ONE ARMORED SWAT VEHICLE**

RECOMMENDATION

Staff recommends that the City Council approve the purchase order in the amount of \$243,953.41 to Lenco Industries, Inc. for the purchase of one armored SWAT vehicle.

INTRODUCTION

In its annual replacement review, Fleet Services determined that the old SWAT vehicle has met all of the established replacement criteria. The Police Department staff recommended the Lenco BearCat as the most appropriate replacement vehicle. Lenco Industries, Inc., maker of the BearCat, designs and manufactures tactical armored security vehicles for Law Enforcement, Military, Government Agencies and private security forces.

DISCUSSION

Staff is requesting Council to waive the formal bid process so that the purchase can be made more cost effectively under the provisions of the US General Services Administration's (GSA) Disaster Recovery Purchasing program, *Section 833 of the John Warner National Defense Authorization Act for fiscal year 2007 (Public Law 109-364, amended 40 U.S.C. 502) to authorize the Administrator of General Services to provide for the use of Federal Supply Schedules by state and local governments for the purchase of products and services to be used to facilitate recovery from major disasters, terrorism, or nuclear, biological, chemical, or radiological attacks.* Per GSA contract, Lenco Industries, Inc. will extend to the City the same pricing terms and conditions as stipulated. The total cost will be \$243,953.41.

FISCAL IMPACT

Funds were budgeted and are available in the Capital Assets Internal Service Fund for this purpose.

***Item C.* APPROPRIATING FUNDS IN THE AMOUNT OF \$10,000 FOR
THEATRE 40 FOR THE PURCHASE OF THEATER SEATS**

RECOMMENDATION

Staff recommends that the City Council move to appropriate funds in the amount of \$10,000 for Theatre 40-for the purchase of theater seats:

<u>FROM</u>	<u>TO</u>
\$10,000 General Fund unrestricted fund balance 01-30000	\$10,000 Community Support

INTRODUCTION

Theatre 40 is a non-profit professional theater company that has operated in Beverly Hills for over 42 years. In addition to providing professional theater productions, Theatre 40 works with the Beverly Hills Unified School District to provide an after-school program for middle school students and an adult theater appreciation program. The 93-seat Reuben Cordova Theatre has been their home since approximately 1970.

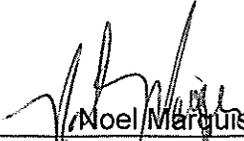
DISCUSSION

The City has received a request from David Hunt Stafford on behalf of Theatre 40 for \$10,000, a one-time increase in Community Assistance Grant funding, for the purchase and installation of 93 theater seats at the Reuben Cordova Theatre located on the campus of Beverly Hills High School. The request is for gently used seats described as in very clean, very good condition at a cost of \$100 per seat installed.

The condition of the existing theater seats is described as worn out to the degree that they are beyond refurbishment or repair. The request is to replace the existing seats with used seats from Assigned Seating and Manufacturing Group at an estimated cost of \$100 per seat, installed, plus tax. In comparison, new seats from the Irwin Seating Company, the same manufacturer, are roughly estimated at approximately \$200 per seat.

FISCAL IMPACT

Funds were not budgeted but are available in the General Fund unrestricted fund balance for this purpose.



Noel Marguis
Finance Approval



Scott G. Miller
Approved By

AMENDMENT NO. 7 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND INTERNATIONAL
BUSINESS MACHINES CORPORATION FOR ONGOING
MAINTENANCE AND SUPPORT SERVICES FOR THE
CITY'S DATA CENTER

NAME OF CONSULTANT:	International Business Machines Corporation ("IBM")
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Sheila Bayati, Client Manager
CONSULTANT'S ADDRESS:	600 Anton Boulevard Costa Mesa, CA 92626
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer Chief Information Officer
COMMENCEMENT DATE:	December 2, 2003
TERMINATION DATE:	June 30, 2009
CONSIDERATION:	Not to exceed \$287,098.92 (Amendment No. 7)

AMENDMENT NO. 7 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND INTERNATIONAL BUSINESS MACHINES CORPORATION FOR ONGOING MAINTENANCE AND SUPPORT SERVICES FOR THE CITY'S DATA CENTER

This Amendment No. 7 is to that certain agreement entitled "Agreement Between the City of Beverly Hills and International Business Machines Corporation for Maintenance and Support Services" between the City of Beverly Hills, a municipal corporation (hereinafter called "City"), and International Business Machines Corporation, a New York corporation (hereinafter "Consultant"), dated December 2, 2003, and identified as Contract No. 372-03 for maintenance and support services in connection with the City's Data Center (the "Agreement").

RECITALS

A. On December 2, 2003, City entered into the Agreement with Consultant for ongoing maintenance and support services in connection with the City's Data Center, as described more fully in the Agreement.

B. On November 16, 2004, the Parties entered into that certain Amendment No. 1 to the Agreement entitled "Amendment No. 1 to Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City's Data Center" to modify the scope of services and to extend the term of the Agreement.

C. On July 5, 2005, the Parties entered into that certain Amendment No. 2 to the Agreement entitled "Amendment No. 2 to Agreement Between the City of Beverly Hills and

International Business Machines Corporation for Ongoing Maintenance and Support Services for the City's Data Center" to modify the scope of services and to extend the term of the Agreement.

D. On July 11, 2006, the Parties entered into that certain Amendment No. 3 to the Agreement entitled "Amendment No. 3 to Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City's Data Center" to modify the scope of services and to extend the term of the Agreement.

E. On July 10, 2007, the Parties entered into that certain Amendment No. 4 to the Agreement entitled "Amendment No. 4 to Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City's Data Center" to modify the scope of services and to extend the term of the Agreement.

F. On May 6, 2008, the Parties entered into that certain Amendment No. 5 to the Agreement entitled "Amendment No. 5 to Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City's Data Center" to modify the scope of services, extend the term of the Agreement and increase the consideration.

G. On June 17, 2008, the Parties entered into that certain Amendment No. 6 to the Agreement entitled "Amendment No. 6 to an Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City's Data Center" to modify the scope of services, extend the term of the Agreement and increase the Consideration

H. City and Consultant desire to further modify the Agreement to amend the scope of services, the term of the Agreement and the consideration.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 1. The Termination Date shall be amended as set forth above.

Section 2. The Consideration shall be amended as set forth above.

Section 3. The Scope of Services shall include the attached Statement of Work for Data Center Services, attached hereto as Exhibit A, and incorporated herein by this reference.

Section 4. Except as expressly modified by Section 1 of Amendment No. 5, Section 3 of Amendment No. 6 and this Amendment No. 7, all of the provisions of the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____, 200 __ at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

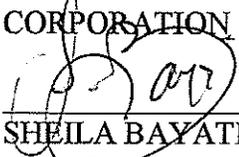
BARRY BRUCKER
Mayor of the City of Beverly Hills,
California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

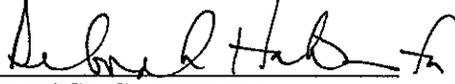
[Signatures continue]

VENDOR: INTERNATIONAL
BUSINESS MACHINES
CORPORATION



SHEILA BAYATI
Client Manager

APPROVED AS TO FORM:



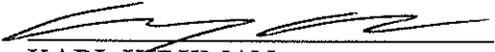
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager



Schedule for Services

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in the referenced Statement of Work. These terms are in addition to those of the referenced Statement of Work and IBM International Customer Agreement (or any equivalent signed by both of us and identified below).

Name and Address of Customer:
CITY OF BEVERLY HILLS
IT DEPT
455 N REXFORD DR
BEVERLY HILLS CA 90210-4857

Customer Billing Address:

Agreement Number: HQ12291
Statement of Work Number: A733GJ
Customer Number: 01782976

Revised Schedule (Yes/No): No
Schedule Effective Date: 08/03/2006
Proposal Reference Date:

Business Partner Name and Address:

Charge Period Charges / Payment Plan (Inclusive of MES):

WSU One Time Charges: 0.00
SWMA ALF One Time Charges: 0.00
MMS for CISCO HW One Time Charges: 0.00
One Time Charges: 0.00

Maintenance Charges: 121,703.56
Service Charges: 0.00
TOTAL CHARGE PERIOD CHARGES: 121,703.56

Charge Period: 06/03/2008
Start Date: 06/02/2009
End Date:

Accumulated Adjustment Invoicing option: N

Contract Term: 1 Year(s)

* Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice.

For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

The Parties need not to sign this Schedule, unless either of us requests it.

Agreed to:

CITY OF BEVERLY HILLS

By: _____
Authorized signature

Name (type or print): _____

Date: _____

Agreed to:

International Business Machines Corporation

By: _____
Authorized signature

Name (type or print): _____

Date: _____

Sheila Bayart
Authorized signature
Date: July 17, 08

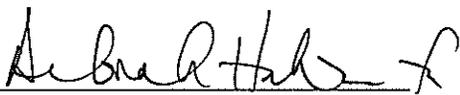
Continuation of City signatures

ATTEST:

BYRON POPE
City Clerk

(SEAL)

APPROVED AS TO FORM:



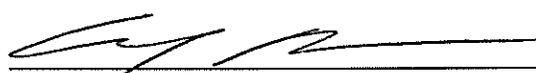
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

IBM Schedule for Services

Enterprise Total for Charge Period by Customer Number Inclusive of MES:

Customer No.	Customer Name	Customer Location	Charges ¹
01782812	CITY OF BEVERLY HILLS	9355 CIVIC CENTER DR, COMPUTER ROOM, BEVERLY HILLS CA 90210-3427	5,653.85
01782876	CITY OF BEVERLY HILLS	450 N REXFORD DR, IT DEPT, BEVERLY HILLS CA 90210-4873	115,950.71
01783202	CITY OF BEVERLY HILLS	9355 CIVIC CENTER DR, SUPPORT GROUP, BEVERLY HILLS CA 90210-3427	99.00
Total			121,703.56

Note: One Time Charges are not included in the Total



Schedule for Services

Maintenance Machine List

-----Eligible Machine Description-----

Mfg	Type	Mod/Feat	Add/Rem	Order/Serial Number	Related Order/Serial Number	Product Description	Qty	Type of Svc	Maint Svc	Charges ²	Charges Start ³	Charges Stop ³
City, State: BEVERLY HILLS CA 90210-3427												
Specified Location: 01782812												
IBM	4364	AC1		00KQZXT78		IBM SYSTEM X3250	1	B	1	500.00		
IBM	7026	6H1		00006753F		7026 6H1 P SERIES 660 MODEL 6H1	1	A	1	2,548.80		
		5212				RS64 IV 2W,600MHZ,4MB L2 CACHE	1					
IBM	7026	6H1		00006999F		7026 6H1 P SERIES 660 MODEL 6H1	1	A	1	2,548.80		
		5212				RS64 IV 2W,600MHZ,4MB L2 CACHE	1					
IBM	7979	AC1		00KQLWL16		XSERIES X3650	1	B	1	0.00	01/25/2010	
IBM	7979	AC1		00KQLZN72		XSERIES X3650	1	B	1	0.00	01/25/2010	
IBM	7979	AC1		00KQNKX54		XSERIES X3650	1	B	1	0.00	01/25/2010	
IBM	7979	AC1		0099B1206		XSERIES X3650	1	B	1	0.00	11/20/2009	
IBM	8840	15U		00KQTRT2M		XSER346 3.0G 2MB 1GB/0HDD	1	B	1	56.25	05/03/2009	
IBM	8864	AC1		0099A4849		IBM SYSTEM X3850	1	B	1	0.00	03/04/2010	
IBM	8864	AC1		0099A9624		IBM SYSTEM X3850	1	B	1	0.00	05/10/2010	
IBM	8864	AC1		0099A9625		IBM SYSTEM X3850	1	B	1	0.00	05/10/2010	
IBM	8864	AC1		0099A9627		IBM SYSTEM X3850	1	B	1	0.00	05/10/2010	
Subtotal										5,653.85		
Without												
MES												
Subtotal										5,653.85		
With												
MES												
City, State: BEVERLY HILLS CA 90210-4873												
Specified Location: 01782976												
IBM	1723	1NX		0023B4796		FLAT PANEL MONITOR WO/KEYS	1	B	1	136.67	07/05/2008	
IBM	1735	L04		002367062		NETBAY LOCAL CONSOLE MANAGER	1	B	1	114.33	06/20/2008	
IBM	1814	7VA		00131750D		DS4200 EXPRESS MODEL 7V	1	B	1	0.00	05/15/2011	
IBM	1814	7VA		00131751K		DS4200 EXPRESS MODEL 7V	1	B	1	0.00	05/15/2011	
IBM	1814	7VA		00133589M		DS4200 EXPRESS MODEL 7V	1	B	1	0.00	05/15/2011	
IBM	2104	DU3		0000DBAC4		EXPANDABLE STORAGE PLUS	1	A	1	1,874.88		
IBM	2104	DU3		0000DBAD4		EXPANDABLE STORAGE PLUS	1	A	1	1,874.88		
IBM	2105	F20		000021708		ENTERPRISE STORAGE SERVER	1	B	1	44,520.00		
		2123				DISK EIGHT PACK 36.4 GB	6					
		2124				72.8GB DISK 8-PACK,10K RP	10					

See Legend for Details



Schedule for Services

Maintenance Machine List

-----Eligible Machine Description-----

Mfg	Type	Mod/Feat	Add/Rem	Order/Serial Number	Related Order/Serial Number	Product Description	Qty	Type of Svc ²	Main. Svc ³	Charges ⁴	Charges Start ⁵	Charges Stop ⁶
IBM	3584	L32		000011655		ULTRASCALABLE TAPE LIBRARY	1	A	1	11,845.44		
		1456				LTO ULTRIUM FC-AL DRIVE SLED	4					
IBM	3584	MES		BHD977	000011655			A	1	0.00	Y	
IBM	3584	MES		BHF853	000011655			A	1	0.00	Y	
IBM	5187	6RY		00KQYCY7		NAS ENGINE	1	B	1	870.83	E	12/31/2008
IBM	7014	T42		000072A4F		RS/6000 SYSTEM RACK	1	A	1	317.16		
IBM	7014	T42		000072A5F		RS/6000 SYSTEM RACK	1	A	1	317.16		
IBM	7014	T42		0000728AF		RS/6000 SYSTEM RACK	1	A	1	317.16		
IBM	7014	T42		00007289F		RS/6000 SYSTEM RACK	1	A	1	317.16		
IBM	7026	6H1		0000DDADA		7026 6H1 P SERIES 660 MODEL 6H1	1	B	1	3,540.00		
		5212				RS64 IV 2W,600MHZ,4MB L2 CACHE	1					
IBM	7026	6H1		0000672AF		7026 6H1 P SERIES 660 MODEL 6H1	1	A	1	2,548.80		
		5212				RS64 IV 2W,600MHZ,4MB L2 CACHE	1					
IBM	7026	6H1		00006722F		7026 6H1 P SERIES 660 MODEL 6H1	1	A	1	2,548.80		
		5212				RS64 IV 2W,600MHZ,4MB L2 CACHE	1					
IBM	7026	6H1		00006729F		7026 6H1 P SERIES 660 MODEL 6H1	1	A	1	2,548.80		
		5212				RS64 IV 2W,600MHZ,4MB L2 CACHE	1					
IBM	7026	6H1		00006882F		7026 6H1 P SERIES 660 MODEL 6H1	1	A	1	2,548.80		
		5212				RS64 IV 2W,600MHZ,4MB L2 CACHE	1					
IBM	7026	6H1		00006883F		7026 6H1 P SERIES 660 MODEL 6H1	1	A	1	2,548.80		
		5212				RS64 IV 2W,600MHZ,4MB L2 CACHE	1					
IBM	7026	6H1		000069A0F		7026 6H1 P SERIES 660 MODEL 6H1	1	A	1	1,952.64		
		5211				RS64 IV 1W,600MHZ,2MB L2 CACHE	1					
IBM	7978	MC1		00KQLDZ72		SYSTEM X3550 SERVER	1	B	1	0.00	W	01/10/2010
IBM	7979	71U		00KDKWNBH		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	0.00	W	12/03/2010
IBM	7979	71U		00KDKWNCB		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	0.00	W	12/03/2010
IBM	7979	71U		00KDKWNGT		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	0.00	W	12/03/2010
IBM	7979	71U		00KDKWNMA		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	0.00	W	12/03/2010
IBM	7979	71U		00KDKWNXH		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	0.00	W	12/03/2010
IBM	7979	71U		00KDKWPKM		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	0.00	W	12/03/2010
IBM	7979	AC1		00KQADCPX		XSERIES X3650	1	B	1	0.00	W	05/14/2011

See Legend for Details



Schedule for Services

Maintenance Machine List

-----Eligible Machine Description-----

Mfg	Type	Mod/ Feat	Add/ Rem	Order/ Serial Number	Related Order/ Serial Number	Product Description	Qty	Type of Svc ²	Maint Svc ³	Charges ⁴	Charges Start ⁵	Charges Stop
IBM	7979	71U		00KQLZN39		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	0.00	01/25/2010	W
IBM	7979	71U		00KQMKYC9		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	0.00	02/05/2011	W
IBM	7979	71U		00KQWCY28		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	0.00	03/31/2010	W
IBM	7979	AC1		00KQXCZC9		XSERIES X3650	1	B	1	0.00	03/19/2011	W
IBM	7979	7AU		00KQYBGN7		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	0.00	04/26/2011	W
IBM	7979	7AU		00KQYBGT1		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	0.00	04/26/2011	W
IBM	7979	AC1		00KQYCV2		XSERIES X3650	1	B	1	0.00	04/26/2010	W
IBM	7979	AC1		00KQYDAD5		XSERIES X3650	1	B	1	0.00	04/26/2010	W
IBM	7979	71U		0099P8312		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	0.00	11/09/2010	W
IBM	7984	AC1		00KQYDZM6		IBM SYSTEM X3455	1	B	1	51.39	04/26/2009	W
IBM	8654	51Y		0078TN263		X SERIES 330	1	A	1	333.33		
IBM	8654	51Y		0078TN748		X SERIES 330	1	A	1	333.33		
IBM	8669	2RX		0078P4229		XSER342 1.13G 512 256/0HD S	1	A	1	450.00		
IBM	8669	2RX		0078P4612		XSER342 1.13G 512 256/0HD S	1	A	1	450.00		
IBM	8669	2RX		0078P4651		XSER342 1.13G 512 256/0HD S	1	A	1	450.00		
IBM	8670	K1X		00KPMCZL9		XSER345 2.67G 512 512/0HDD S	1	B	1	675.00		
IBM	8670	K1X		00KPMCZM0		XSER345 2.67G 512 512/0HDD S	1	B	1	675.00		
IBM	8670	K1X		00KPMCZN2		XSER345 2.67G 512 512/0HDD S	1	B	1	675.00		
IBM	8670	K1X		00KPMDCX5		XSER345 2.67G 512 512/0HDD S	1	B	1	675.00		
IBM	8676	21X		00KPBALL5		XSER335 3.06G 512 512/0HD S	1	A	1	333.33		
IBM	8676	M1X		00KPPCRG1		XSER335 3.06G 512 512/0HDD S	1	B	1	500.00		
IBM	8676	M1X		00KPPCRH2		XSER335 3.06G 512 512/0HDD S	1	B	1	500.00		
IBM	8676	M1X		00KPPCRN0		XSER335 3.06G 512 512/0HDD S	1	B	1	500.00		
IBM	8676	M1X		00KPPCRN6		XSER335 3.06G 512 512/0HDD S	1	B	1	500.00		
IBM	8682	5RY		0078L9784		XSER350 700 2 512/0HD S	1	A	1	999.99		
IBM	8682	5RY		0078L9807		XSER350 700 2 512/0HD S	1	A	1	999.99		
IBM	8682	5RY		0078L9833		XSER350 700 2 512/0HD S	1	A	1	999.99		
IBM	8682	5RY		0078L9837		XSER350 700 2 512/0HD S	1	A	1	999.99		
IBM	8682	5RY		0078L9844		XSER350 700 2 512/0HD S	1	A	1	999.99		
IBM	8682	5RY		0078L9846		XSER350 700 2 512/0HD S	1	A	1	999.99		
IBM	8682	5RY		0078L9847		XSER350 700 2 512/0HD S	1	A	1	999.99		

See Legend for Details



Schedule for Services

Maintenance Machine List

-----Eligible Machine Description-----

Mfg	Type	Mod/ Feat	Add/ Rem	Order/ Serial Number	Related Order/ Serial Number	Product Description	Qty	Type of Svc	Maint. Svc	Charges ⁴	Changes Start ⁵	Changes Stop ⁶
IBM	8682	5RY		0078L9849		XSER350 700 2 512/0HD S	1	A	1	999.99		
IBM	8682	5RY		0078L9854		XSER350 700 2 512/0HD S	1	A	1	999.99		
IBM	8686	8RX		00KPPAPG9		XSER360 2X1.9G 1MB 2GB/0HD S	1	A	1	533.33		
IBM	8686	8RX		00KPPAPM3		XSER360 2X1.9G 1MB 2GB/0HD S	1	A	1	533.33		
IBM	8636	1SU		00KPBPT81		XSER306 2.8G 1MB 512/0HDD E	1	B	1	500.00		
IBM	8637	11U		00KPZWR99		XSER336 3.0G 1MB 1GB/0HD3.5 S	1	B	1	472.26	06/23/2008	
IBM	8637	11U		00KPZWT02		XSER336 3.0G 1MB 1GB/0HD3.5 S	1	B	1	472.26	06/23/2008	
IBM	8637	11U		00KPZWT05		XSER336 3.0G 1MB 1GB/0HD3.5 S	1	B	1	472.26	06/23/2008	
IBM	8637	11U		00KPZWT16		XSER336 3.0G 1MB 1GB/0HD3.5 S	1	B	1	472.26	06/23/2008	
IBM	8637	11U		00KPZWT21		XSER336 3.0G 1MB 1GB/0HD3.5 S	1	B	1	472.26	06/23/2008	
IBM	8637	25U		00KQAZC0H		XSER336 3.2G 2MB 1GB/0HDD S	1	B	1	234.74	12/14/2008	
IBM	8637	25U		00KQAZC5M		XSER336 3.2G 2MB 1GB/0HDD S	1	B	1	234.74	12/14/2008	
IBM	8637	25U		00KQAZD1V		XSER336 3.2G 2MB 1GB/0HDD S	1	B	1	234.74	12/14/2008	
IBM	8837	E1U		00KQNWG8P		XSER336 3.0G 2MB 2GB/0HDD S	1	B	1	104.18	03/18/2009	
IBM	8837	E1U		00KQNWG8R		XSER336 3.0G 2MB 2GB/0HDD S	1	B	1	104.18	03/18/2009	
IBM	8837	E1U		00KQNWG8T		XSER336 3.0G 2MB 2GB/0HDD S	1	B	1	104.18	03/18/2009	
IBM	8837	E1U		00KQNWG8V		XSER336 3.0G 2MB 2GB/0HDD S	1	B	1	104.18	03/18/2009	
IBM	8837	E1U		00KQNWK7L		XSER336 3.0G 2MB 2GB/0HDD S	1	B	1	104.18	03/18/2009	
IBM	8837	E1U		00KQNWK7M		XSER336 3.0G 2MB 2GB/0HDD S	1	B	1	100.01	03/21/2009	
IBM	8837	E1U		00KQPW7R		XSER336 3.0G 2MB 2GB/0HDD S	1	B	1	316.87	12/14/2008	
IBM	8840	45U		00KQBPY1K		XSER346 3.6G 2MB 1GB/0HDD	1	B	1	345.04	12/14/2008	
IBM	8863	E5U		00KQCMZ1G		XSER366 2X3.6GHZ 1MB 2GB 0HD	1	B	1	345.04	12/14/2008	
IBM	8863	E5U		00KQCYR0Z		XSER366 2X3.6GHZ 1MB 2GB 0HD	1	B	1	345.04	12/14/2008	
IBM	8864	AC1		0099A8951		IBM SYSTEM X3850	1	B	1	0.00	04/26/2010	
IBM	9307	4SX		0023A1870		S2 42U STAND RACK CABINET	1	B	1	420.89	06/21/2008	
IBM	9511	AG4		0055FA193		T540 15.0INLCD 15.0V BLK MPR	1	A	1	130.00		
IBM	9511	AG4		0055FA196		T540 15.0INLCD 15.0V BLK MPR	1	A	1	130.00		
IBM	9511	AG4		0055FA197		T540 15.0INLCD 15.0V BLK MPR	1	A	1	130.00		
IBM	9511	AG4		0055FB984		T540 15.0INLCD 15.0V BLK MPR	1	A	1	130.00		
IBM	9511	AG4		0055FB994		T540 15.0INLCD 15.0V BLK MPR	1	A	1	130.00		
IBM	9511	AG4		0055FC079		T540 15.0INLCD 15.0V BLK MPR	1	A	1	130.00		

See Legend for Details



Schedule for Services

Maintenance Machine List

-----Eligible Machine Description-----

Mfg	Type	Mod/Feat	Add/Rem	Order/Serial Number	Related Order/Serial Number	Product Description	Qty	Type of Svc ²	Maint Svc ³	Charges ⁴	Charges Start ⁵	Charges Stop
IBM	9511	AG4		0055FC096		T540 15.0INLCD 15.0V BLK MPR	1	A	1	130.00		
Subtotal Without MES											104,538.71	
Subtotal With MES											104,538.71	
Specified Location: 01783202												
IBM	6578	TCU		0078M9PK3		NETV A40 1.0G 256 12	1	A	1	99.00		
Subtotal Without MES											99.00	
Subtotal With MES											99.00	
Specified Location: 01782976												
IBM	1812	81A		00136608T		DS4000 EXP810 EXPANSION UNIT	1	B	1	0.00	03/14/2010	
IBM	1814	70A		00138595N		DS4700 EXPRESS MODEL 70	1	B	1	0.00	03/14/2010	
IBM	1812	81A		00136944Y		DS4000 EXP810 EXPANSION UNIT	1	B	1	0.00	06/29/2010	
IBM	1812	81A		00136945A		DS4000 EXP810 EXPANSION UNIT	1	B	1	0.00	06/29/2010	
IBM	2861	001		000009113		EXN1000 SATA EXPANSION UNIT	1	A	1	0.00	04/15/2011	
IBM	2861	001		000009114		EXN1000 SATA EXPANSION UNIT	1	A	1	0.00	04/15/2011	
IBM	2861	001		000009115		EXN1000 SATA EXPANSION UNIT	1	A	1	0.00	04/15/2011	
IBM	2861	001		000009116		EXN1000 SATA EXPANSION UNIT	1	A	1	0.00	04/15/2011	
IBM	2861	001		000009117		EXN1000 SATA EXPANSION UNIT	1	A	1	0.00	04/15/2011	
IBM	2868	A20		000000199		N5600 MODEL A20	1	A	1	0.00	04/15/2011	
		6051				CIFS	1				04/15/2011	
		6061				SNAPRESTORE	1				04/15/2011	
		6072				NEARSTORE	1				04/15/2011	
		8257				OP MGR STORE RESOURCE MGMT	1				04/15/2011	
		8265				OPS MGR CORE TIER 5 LICENCE	2				04/15/2011	

See Legend for Details



Schedule for Services

Maintenance Machine List

-----Eligible Machine Description-----

Mfg	Type	Mod/ Feat	Add/ Rem	Order/ Serial Number	Related Order/ Serial Number	Product Description	Qty	Type of Svc ²	Maint. Svc ³	Charges ⁴	Charges Start ⁵	Charges Stop
IBM	3583	L72		000025227		ULTRIUM TAPE LIBRARY	1	B	1	11,412.00		
		8033				LTO 3 LVD ULTRA-160 DRIVE	3			11,412.00		
Subtotal Without MES												
Subtotal With MES												
Total Charge Period Charges for Maintenance Machine List Without MES												
Total Charge Period Charges for Maintenance Machine List With MES												

See Legend for Details



Schedule for Services

Legends:

¹ Charge adjustments related to inventory and service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

²TYPE OF SERVICE

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
This type of repair service includes a response objective and is not a guarantee.
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective.
This type of repair service includes a response objective and is not a guarantee.
- X) EasyServe (remotely delivered services)

³MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Service Upgrade
- 4) Maintenance of Cisco Products
- 5) Maintenance of IBM Machines - Enhanced Service Response
- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- 16) IBM Maintenance Services - First Line Maintenance for Wincoor Nixdorf ATMs
- 17) IBM Maintenance Services - Applications Maintenance Services for Wincoor Nixdorf ATMs
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

⁴Charges shown are for the Charge Period

- A (C) indicates a Machine that will have Usage Charges billed separately
- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service
- An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ServiceElect CHS contract with duplicate Maintenance Services Coverage
- A (K) indicates Assumptive Products included in the total Charge Period Price that are based on the customer provided configuration
- An (N) indicates that the product is a non-GSA Schedule Item
- An (O) indicates a One Time Charge
- A (P) indicates averaged billing or annual prepayment
- An (R) indicates the usage charge rate (Feet, Hours, or Impressions) for a machine under a usage plan
- An (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
- A (W) indicates a Machine under Warranty
- An (X) indicates On-order Products which are shown for planning purposes only
- A (Y) indicates On-order MES products which are shown for planning purposes only. These charges are included in the related machine.

⁵ Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates



Schedule for ServiceElite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which IBM will provide the identified Services as described in the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations. The complete agreement between us about these Services consists of 1) this Schedule 2) the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations, and 3) the IBM Customer Agreement (or any equivalent agreement in effect between us).

Name and Address of Customer:

CITY OF BEVERLY HILLS

Customer Billing Address:

CITY OF BEVERLY HILLS
IT DEPT
455 N REXFORD DR
BEVERLY HILLS CA 90210-4857

Master Services Attachment Number: ALCQ6L

Statement of Work Number: ALCQ6L

Change Authorization Number: 01782976

Customer Number: 01782976

Charge Period Charges / Payment Plan (Inclusive of MES):

WSU One Time Charges: 0.00
SWMA ALF One Time Charges: 0.00
MMS for CISCO HW One Time Charges: 0.00
MMS for CISCO SW One Time Charges: 0.00
MMS for Nortel One Time Charges: 0.00
One Time Charges: 0.00

Schedule Number: ALCQ6L

Revised Schedule: ALCQ6L

Schedule Effective Date: 04/12/2006

Proposal Reference Date: 04/12/2006

ALCQ6L

No

04/12/2006

Transaction Contract Period:

Start Date: 06/03/2007
End Date: 06/02/2008
Renewal Contract Period: 1 Year(s)

Charge Period:

Start Date: 06/03/2008
End Date: 06/02/2009

TOTAL CHARGE PERIOD CHARGES: 44,846.00
Annually

Accumulated Adjustment Invoicing option: N

Automatic Inventory Increase Option Applies: N
Machine Maintenance Services Option #1: N
Software Services Option #2: N
Price Protection Option: Opt#1 Annual Price Protection
Pricing Method: Line Item

* Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice.
For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

The Parties need not to sign this Schedule, unless either of us requests it.

Agreed to:

Agreed to:

By: _____
Authorized signature

Name (type or print): _____

Date: _____

International Business Machines Corporation

By: _____
Authorized signature

Name (type or print): _____

Date: _____

Sheryl Bayat
July 17, 09

Continuation of City signatures

ATTEST:

BYRON POPE
City Clerk

(SEAL)

APPROVED AS TO FORM:



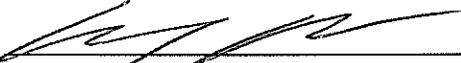
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager



Schedule for ServiceElite

Enterprise Total for Charge Period by Customer Number Inclusive of MES:

Customer No.	Customer Name	Customer Location	Charges ⁴
01782976	CITY OF BEVERLY HILLS	450 N REXFORD DR, IT DEPT, BEVERLY HILLS CA 90210-4873	44,846.00
Total			44,846.00

Note: One Time Charges are not included in the Total



Schedule for ServiceElite

Services List

Customer Technical Contact Name (if applicable):
 Customer Primary Technical Contact name :
 Customer Primary Technical Contact phone number :

-----Eligible Machine Description-----

Type	Model	Serial/Order Number	Support Service	Product Group / Service Option	Qty	Charges ⁴	Services Start	Charges Start ⁵	Charges Stop
			Specified Location: 01782976						
			IBM MA SERVICE FOR MVS			44,846.00			
			IBM MA SERVICE FOR MVS			44,846.00			
						\$ 44,846.00			

City, State: BEVERLY HILLS CA 90210-4873

IBM MA SERVICE FOR MVS

Subtotal

Total Charge Period Charges for Services List

Note: One Time Charges are not included in these totals.
 See Legend for Details



Schedule for ServiceElite

Legends:

¹ Charge adjustments related to inventory and service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

²TYPE OF SERVICE

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day.
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective.
- E) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective.
- F) This type of repair service includes a response objective and is not a guarantee.
- G) This type of repair service includes a response objective and is not a guarantee.
- H) EasyServe (remotely delivered services)

³MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Service Upgrade
- 4) Maintenance of Cisco Products
- 5) Maintenance of IBM Machines - Enhanced Service Response
- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- 14) IBM Maintenance Services - First Line Maintenance for Wincor Nixdorf ATMs
- 15) IBM Maintenance Services - Applications Maintenance Services for Wincor Nixdorf ATMs
- 16) IBM Maintenance Services - Applications Maintenance Services for Wincor Nixdorf ATMs
- 17) IBM Maintenance Services - Applications Maintenance Services for Wincor Nixdorf ATMs
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

⁴Charges shown are for the Charge Period

- A (C) indicates a Machine that will have Usage Charges billed separately
- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service
- An (F) indicates an Assumptive Product included in the total Charge Period Price that has a manually inserted serial number and configuration provided by the customer
- An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ ServiceElect CHIS contract with duplicate Maintenance Services Coverage
- A (K) indicates Assumptive Products included in the total Charge Period Price that are based on the customer provided configuration
- An (N) indicates that the product is a non-GSA Schedule item
- An (O) indicates a One Time Charge
- A (P) indicates averaged billing or annual prepayment
- An (R) indicates the usage charge rate (Feet, Hours, or Impressions) for a machine under a usage plan
- A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
- A (W) indicates a Machine under Warranty
- An (X) indicates On-order Products which are shown for planning purposes only
- A (Y) indicates On-order MES products which are shown for planning purposes only. These charges are included in the related machine.

⁵Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates



Schedule for Services

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in the referenced Statement of Work. These terms are in addition to those of the referenced Statement of Work and IBM International Customer Agreement (or any equivalent signed by both of us and identified below).

Name and Address of Customer:
CITY OF BEVERLY HILLS
IT DEPT
450 N REXFORD DR
BEVERLY HILLS CA 90210-4873

Customer Billing Address:
CITY OF BEVERLY HILLS
IT DEPT
455 N REXFORD DR
BEVERLY HILLS CA 90210-4857

Business Partner Name and Address:

Agreement Number: HQ12291
Statement of Work Number: AT04G6
Customer Number: 01782976

Revised Schedule (Yes/No): No
Schedule Effective Date: 09/28/2005
Proposal Reference Date:

Charge Period Charges / Payment Plan (Inclusive of MES):
WSU One Time Charges: 0.00
SWMA ALF One Time Charges: 0.00
MMS for CISCO HW One Time Charges: 0.00

Charge Period:
Start Date: 06/01/2008
End Date: 05/31/2009

TOTAL CHARGE PERIOD CHARGES: 10,205.64
Contract Term: 1 Year(s)
Accumulated Adjustment Invoicing option: N

* Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice.

For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

The Parties need not to sign this Schedule, unless either of us requests it.

Agreed to:

CITY OF BEVERLY HILLS

By: _____
Authorized signature

Name (type or print): _____

Date: _____

Agreed to:

International Business Machines Corporation

By: _____
Authorized signature

Name (type or print): _____

Date: _____

Continuation of City signatures

ATTEST:

BYRON POPE
City Clerk

(SEAL)

APPROVED AS TO FORM:



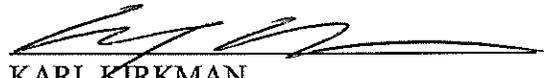
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager



Schedule for Services

Enterprise Total for Charge Period by Customer Number Inclusive of MES:

Customer No.	Customer Name	Customer Location	Charges ⁴
01782812	CITY OF BEVERLY HILLS	9355 CIVIC CENTER DR, COMPUTER ROOM, BEVERLY HILLS CA 90210-3427	1,796.00
01782976	CITY OF BEVERLY HILLS	450 N REXFORD DR, IT DEPT, BEVERLY HILLS CA 90210-4873	8,409.64
Total			10,205.64

Note: One Time Charges are not included in the Total



Schedule for Services

Services List

Customer Technical Contact Name (if applicable): J. Nicole McClinton
 Customer Primary Technical Contact name: J. Nicole McClinton
 Customer Primary Technical Contact phone number:

-----Eligible Machine Description-----

Type	Model	Serial Order Number	Support Service	Product Group / Service Option	Qty.	Charges ⁴	Services Start	Charges Start	Charges Stop
------	-------	---------------------	-----------------	--------------------------------	------	----------------------	----------------	---------------	--------------

Specified Location: 01782812

City, State: BEVERLY HILLS CA 90210-3427

SWMA FOR AIX

898.00

SUPPORT
SUBSCRIPTION
E5
NUMBER OF PROCESSORS 2
PRIME SHIFT

7026 6H1 00006999F

SWMA FOR AIX

898.00

SUPPORT
SUBSCRIPTION
E5
NUMBER OF PROCESSORS 2
PRIME SHIFT

7026 6H1 00006753F

Subtotal

1,796.00

Specified Location: 01782976

City, State: BEVERLY HILLS CA 90210-4873

SWMA FOR AIX

898.00

SUPPORT
SUBSCRIPTION
E5
NUMBER OF PROCESSORS 2
PRIME SHIFT

7026 6H1 0000672AF

SWMA FOR AIX

898.00

SUPPORT
SUBSCRIPTION

See Legend for Details



Schedule for Services

Services List

-----Eligible Machine Description-----

Type	Model	Serial / Order Number	Support Service	Product Group / Service Option	Qty.	Charges ⁴	Services Start	Charges Start ³	Charges Stop
7026	6H1	00006722F	SWMA FOR AIX	E5 NUMBER OF PROCESSORS PRIME SHIFT	2				
				SUBSCRIPTION SUPPORT E5	1	898.00			
7026	6H1	00006729F	SWMA FOR AIX	E5 NUMBER OF PROCESSORS PRIME SHIFT	2				
				SUPPORT SUBSCRIPTION E5	1	898.00			
7026	6H1	00006882F	SWMA FOR AIX	E5 NUMBER OF PROCESSORS PRIME SHIFT	2				
				SUBSCRIPTION SUPPORT E5	1	898.00			
7026	6H1	00006883F	SWMA FOR AIX	E5 NUMBER OF PROCESSORS PRIME SHIFT	2				
				SUBSCRIPTION SUPPORT E5	1	449.00			

See Legend for Details



Schedule for Services

Services List

-----Eligible Machine Description-----

Type	Model	Serial/Order Number	Support Service	Product Group / Service Option	Qty.	Charges ⁴	Services Start	Charges Start ⁵	Charges Stop
7026	6H1	000069A0F	SWMA FOR HACMP	SOFTWARE MAINTENANCE E5	1	1,300.00			
7026	6H1	00006722F	SWMA FOR HACMP	NUMBER OF PROCESSORS PRIME SHIFT	2				
7026	6H1	00006729F	SWMA FOR AIX	SOFTWARE MAINTENANCE E5	1	1,300.00			
7026	6H1	00006729F	SWMA FOR AIX	NUMBER OF PROCESSORS PRIME SHIFT	2				
7026	6H1	00006729F	SWMA FOR AIX	SUBSCRIPTION SUPPORT E5	1	870.64	06/13/2008	06/13/2008	06/13/2008
7026	6H1	0000DDADA		NUMBER OF PROCESSORS PRIME SHIFT	2				
Subtotal						8,409.64			
Total Charge Period Charges for Services List						\$ 10,205.64			

Note: One Time Charges are not included in these totals.
See Legend for Details

IBM Schedule for Services

Legends:

¹ Charge adjustments related to inventory and service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

²TYPE OF SERVICE

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day.
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
This type of repair service includes a response objective and is not a guarantee.
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective.
This type of repair service includes a response objective and is not a guarantee.
- X) EasyServe (remotely delivered services)

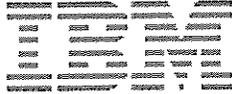
³MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Service Upgrade
- 4) Maintenance of Cisco Products
- 5) Maintenance of IBM Machines - Enhanced Service Response
- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- 16) IBM Maintenance Services - First Line Maintenance for Wincor Nixdorf ATMs
- 17) IBM Maintenance Services - Applications Maintenance Services for Wincor Nixdorf ATMs
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- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service
- An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ ServiceElect CHIS contract with duplicate Maintenance Services Coverage
- A (K) indicates Assumptive Products included in the total Charge Period Price that are based on the customer provided configuration
- An (N) indicates that the product is a non-GSA Schedule Item
- An (O) indicates a One Time Charge
- A (P) indicates averaged billing or annual prepayment
- An (R) indicates the usage charge rate (Feet, Hours, or Impressions) for a machine under a usage plan
- A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
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- A (Y) indicates On-order MES products which are shown for planning purposes only. These charges are included in the related machine.

⁵Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates



International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

Customer information

Company name CA City of Beverly Hills
Address 455 North Rexford Drive
Beverly Hills, California 90210
United States

Renewal quote number 0025717326
Renewal due date 01-Aug-2008
Agreement number 0000130144
Site number 7199797
IBM customer number 0985895
Offering type Passport Advantage
Contract option GOVERNMENT
Anniversary August
Primary contact name Nicole McClinton
Phone 310-285-2597
Fax 310-246-1567
Email nmccinton@beverlyhills.org

Renewal Quote

SQO reference 0000092314
Relationship SVP level GV
Currency US Dollar
Quote expiration date

Any and all prices herein are suggested prices only and are subject to change at IBM's sole discretion. Products listed herein are subject to withdrawal or modification by IBM at any time at IBM's sole discretion.

Quote details

Quantity	Part number	Part description	Total points	Total price
400	E020CLL	IBM DB2 Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	136.00	4,252.00
	Charge unit	Processor Value Unit (PVU)		
	Item points	0.34		
	Item price	10.63		
	Proration	This renewal part number has been priced on a pro-rated basis		
	Software maintenance	Start date: 01-Jun-2008 End date: 31-Jul-2008		
1	E01MJLL	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	3.78	116.89
	Charge unit	Authorized User		
	Item points	3.78		
	Item price	116.89		
	Proration	This renewal part number has been priced on a pro-rated basis		
	Software maintenance	Start date: 01-Jun-2008 End date: 31-Jul-2008		

600	E029ELL IBM Tivoli Storage Manager Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	36.00	1,086.00
	Charge unit Processor Value Unit (PVU)		
	Item points 0.06		
	Item price 1.81		
	Proration This renewal part number has been priced on a pro-rated basis		
	Software maintenance Start date: 01-Jun-2008 End date: 31-Jul-2008		
80	E02B6LL IBM Tivoli Storage Manager for Mail 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	8.80	277.60
	Charge unit Processor Value Unit (PVU)		
	Item points 0.11		
	Item price 3.47		
	Proration This renewal part number has been priced on a pro-rated basis		
	Software maintenance Start date: 01-Jun-2008 End date: 31-Jul-2008		
10	E029KLL IBM Tivoli Storage Manager 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	0.30	10.10
	Charge unit Processor Value Unit (PVU)		
	Item points 0.03		
	Item price 1.01		
	Proration This renewal part number has been priced on a pro-rated basis		
	Software maintenance Start date: 01-Jun-2008 End date: 31-Jul-2008		
4	E00A3LL IBM Tivoli Web Site Analyzer Managed Processor Annual SW Subscription & Support Renewal	11.36	351.36
	Charge unit Managed Processor		
	Item points 2.84		
	Item price 87.84		
	Proration This renewal part number has been priced on a pro-rated basis		
	Software maintenance Start date: 01-Jun-2008 End date: 31-Jul-2008		
300	E025SLL IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	42.00	1,317.00
	Charge unit Processor Value Unit (PVU)		
	Item points 0.14		
	Item price 4.39		
	Proration This renewal part number has been priced on a pro-rated basis		
	Software maintenance Start date: 01-Jun-2008 End date: 31-Jul-2008		
1	E00A4LL IBM WebSphere Studio Application Developer Integration Edition User Annual SW Subscription & Support Renewal	6.89	212.50
	Charge unit User		
	Item points 6.89		
	Item price 212.50		
	Proration This renewal part number has been priced on a pro-rated basis		
	Software maintenance Start date: 01-Jun-2008 End date: 31-Jul-2008		
400	E020CLL IBM DB2 Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	136.00	25,500.00
	Charge unit Processor Value Unit (PVU)		
	Item points 0.34		
	Item price 63.75		
	Software maintenance Start date: 01-Aug-2008 End date: 31-Jul-2009		

1	E01MJLL IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	3.78	701.30
	Charge unit Authorized User		
	Item points 3.78		
	Item price 701.30		
	Software maintenance Start date: 01-Aug-2008 End date: 31-Jul-2009		
600	E029ELL IBM Tivoli Storage Manager Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	36.00	6,510.00
	Charge unit Processor Value Unit (PVU)		
	Item points 0.06		
	Item price 10.85		
	Software maintenance Start date: 01-Aug-2008 End date: 31-Jul-2009		
80	E02B6LL IBM Tivoli Storage Manager for Mail 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	8.80	1,667.20
	Charge unit Processor Value Unit (PVU)		
	Item points 0.11		
	Item price 20.84		
	Software maintenance Start date: 01-Aug-2008 End date: 31-Jul-2009		
10	E029KLL IBM Tivoli Storage Manager 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	0.30	60.40
	Charge unit Processor Value Unit (PVU)		
	Item points 0.03		
	Item price 6.04		
	Software maintenance Start date: 01-Aug-2008 End date: 31-Jul-2009		
4	E00A3LL IBM Tivoli Web Site Analyzer Managed Processor Annual SW Subscription & Support Renewal	11.36	2,108.00
	Charge unit Managed Processor		
	Item points 2.84		
	Item price 527.00		
	Software maintenance Start date: 01-Aug-2008 End date: 31-Jul-2009		
300	E025SLL IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	42.00	7,905.00
	Charge unit Processor Value Unit (PVU)		
	Item points 0.14		
	Item price 26.35		
	Software maintenance Start date: 01-Aug-2008 End date: 31-Jul-2009		
1	E00A4LL IBM WebSphere Studio Application Developer Integration Edition User Annual SW Subscription & Support Renewal	6.89	1,275.00
	Charge unit User		
	Item points 6.89		
	Item price 1,275.00		
	Software maintenance Start date: 01-Aug-2008 End date: 31-Jul-2009		
Total		1,326.26	53,350.35

A SERVICES PROPOSAL FOR

City of Beverly Hills

to provide:

Hourly Technical Consulting Services

submitted by

IBM

600 Anton Boulevard

Costa Mesa, CA 92626

July 1, 2008 – June 30, 2009

Executive Summary

IBM Global Services is pleased to present this Statement of Work for hourly consulting assistance at City of Beverly Hills (City).

Based on the successful deployment of IBM xSeries and pSeries Systems and Storage Area Management (SAN), along with Tivoli Storage Manager (TSM), IBM shall now support changes and additional services for the City's fiscal year 2008 - 2009 with a pool of 200 consulting hours.

The benefits that City will gain from this proposal include:

- Easy access to consulting resources
- Rapid resource allocation based on specific needs
- If available, the IT Specialist that knows your account will be the first to assist with needed services.

Statement of Work

This Statement of Work defines the scope of work to be accomplished by IBM under the terms and conditions of the IBM Customer Agreement (*Agreement*) or equivalent. The tasks to be performed by IBM are defined and an Estimated Schedule is provided. In addition, the responsibilities of City of Beverly Hills (City) are listed.

The Statement of Work includes the following subsections:

- Scope of Services
- Key Assumptions
- IBM Responsibilities
- City of Beverly Hills Responsibilities
- Other Terms and Conditions
- Estimated Schedule
- Deliverable Materials
- Completion Criteria
- Charges

No cost changes to this Statement of Work will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure". The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, or other terms of this Statement of Work. Any change to this Statement of Work that would exceed the amount in section 1.7 of this Statement of Work requires a new Statement of Work to be executed by IBM and City.

For purposes of this Statement of Work and any subsequent no cost changes to this Statement of Work, "project" shall be defined as any project management and technical services authorized by City to be performed by IBM, as described in Section 1.0, Scope of Services.

The following are incorporated in and made part of this Statement of Work:

- Appendix A, "Deliverable Guidelines"
- Appendix B, "Project Change Control Procedure"

1.0 Scope of Services

IBM will provide up to two hundred (200) hours of project management and technical consulting services to City through June 30, 2009 in the following areas:

- IBM xSeries and pSeries servers
- Storage Area Network (SAN)
- Tivoli Storage Manager (TSM)

The allocation of these hours to specific engagements will be determined by City and agreed to by IBM.

1.1 Key Assumptions

This Statement of Work and IBM's estimates to perform are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Appendix B, "Project Change Control Procedure".

1. This Statement of Work addresses only City location at Beverly Hills, CA.
2. Some IBM activities on this project may be performed on IBM premises. The time spent on these contract-related IBM activities will be billable to City.
3. Some of the Services may be performed by an IBM subcontractor.

4. IBM will provide Services under this Statement of Work during normal business hours, 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, except IBM holidays, unless otherwise specified.

1.2 IBM Responsibilities

The specific Services to be provided by IBM under this Statement of Work are described in this section.

1.2.1 Project Management

Description: The objective of this task is to provide an individual ("IBM Project Manager") to provide direction to and control of IBM project personnel, and to establish a framework for project communications, reporting, procedural and contractual activity. The major sub tasks are:

1. Maintain project communications through the City Project Manager.
2. Establish documentation and procedural standards for the development of this project.
3. Prepare a project plan at the onset of this project for performance of this Statement of Work. The project plan will define tasks, schedule and responsible person(s) or organization for each milestone.
4. Conduct project status meetings.
5. Prepare and submit monthly Status Reports.
6. Review and administer Project Change Control with the City Project Manager.

Completion Criteria: This activity will be complete when the other activities described as IBM Responsibilities have been completed, according to their completion criteria, or IBM has met the criteria defined in the Completion Criteria section of this Statement of Work.

Deliverables: Monthly Status Reports

1.2.2 Engagement Kickoff and Project Planning Meeting

Description: An engagement kickoff and project planning meeting between IBM and City will occur as soon as possible after a specific request from an authorized City representative. This meeting may be held via telephone conference call. The purpose of this meeting is to give the IBM team member(s) a high level understanding of City's objectives and system environment, to develop an engagement plan, and to complete a project plan for a specific engagement when required. The typical engagement agenda might include:

1. Expectations for this engagement
2. Development of an engagement plan and schedule
3. Confirmation of the engagement schedule

Completion Criteria: This task will be complete when the requested engagement is kicked off.

Deliverable: None.

1.2.3 Document Findings and Recommendations for each Engagement

Description: IBM will summarize key findings and conclusions and provide recommendations to assist City in understanding how specific changes will impact the future of equipment and applications. These changes will be related to fine tuning the City's current environment with respect to the systems indicated in Section 1.0 of this Scope of Services.

Completion Criteria: This task is complete when IBM has reported its findings to the City Project Manager.

Deliverable: Summary of Findings and Recommendations.

1.3 City of Beverly Hills Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the *Agreement* and are to be provided by City at no charge to IBM.

1.3.1 City of Beverly Hills Project Manager

Prior to the start of this Statement of Work under the *Agreement*, City will designate a person, called the City Project Manager, to whom IBM communications will be addressed and who has the authority to act for City in all aspects of the contract.

The City Project Manager shall:

1. Serve as the interface between IBM and all City departments, organizations and sites participating in this project.
2. With the IBM Project Manager, develop the project plan prior to implementation for each engagement.
3. With the IBM Project Manager, administer the Project Change Control Procedures.
4. Attend project status meetings.
5. Obtain and provide information, data, decisions and approvals, within five (5) working days of IBM's request, unless both IBM and City agree to an extended response time.
6. Help resolve project issues and escalate issues within City's organization, as necessary.

1.3.2 Office Space and Other Facilities

City shall:

1. Provide suitable office space, office supplies, furniture, telephone and other facilities equivalent to those provided to City employees for the IBM project team while working on City premises.
2. Provide necessary clerical and reproduction services for project staff while working on City premises.
3. Provide necessary machine time, related services, and supplies for project planning, tracking, documentation, and reporting activities.
4. Ensure access to the site for IBM personnel. Most of the work involved in this project will be performed during normal working hours (8:00am to 5:00pm). However, on some occasions, City may need to provide access to facilities outside of these hours.

1.4 Other Terms and Conditions

1. City is solely responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data.
2. City agrees to allow IBM and its entities to store and use City contact information, including names, phone numbers, and e-mail addresses, anywhere IBM does business. Such information will be processed and used in connection with the IBM and City business relationship, and may be provided to contractors, Business Partners, and assignees of IBM and its entities for uses consistent with their collective business activities, including communicating with City (for example, for processing orders, for promotions, and for market research).
3. City will identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes and ensure that deliverables of the project meet those requirements.
4. Required Approvals. Where agreement, approval, acceptance, or consent by either party is required by any provision of this Statement of Work or the Agreement, such action shall not be unreasonably delayed or withheld, which, unless otherwise specified herein, shall mean not withheld or denied for more than ten (10) business days.
5. Indemnification. IBM shall indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City (collectively "City"), while acting within the scope of their duties as such, from and against any and all claims,

demands or causes of action of any kind or character (including reasonable attorney's fees and any amounts paid in settlement agreed to by IBM) in an amount finally awarded by a court, to the extent resulting from violation of laws, rules or regulations, bodily injury, death, or damage to real and tangible personal property caused by IBM under this Statement of Work and the Agreement. The foregoing indemnity applies provided that City promptly notifies IBM in writing following receipt of notice of any such claim, suit or proceeding and shall give IBM such information and cooperation as is reasonable under the circumstances. IBM shall have the duty to keep City informed of the progress of each such matter but shall have sole authority to defend or settle the same at IBM's sole cost and expense.

6. Intellectual Property Indemnification. IBM shall indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City (collectively "City"), from and against any and all claims, demands or causes of action of any kind or character (including reasonable attorney's fees and any amounts paid in settlement agreed to by IBM) in an amount finally awarded by a court, resulting from, arising out of or in any way related to any claim that the Deliverables or Services, in part or in whole and solely to the extent caused by IBM pursuant to the terms of this Scope of Work and the Agreement, infringe any rights of any third party in or to any U.S. patent, trademark, copyright, service mark, trade name, trade secret or similar proprietary rights conferred by contract or by common law or by any law of the United States or any state therein. The foregoing indemnity applies provided City promptly notifies IBM in writing following its receipt of notice of any such claim, suit or proceeding and shall give IBM such information and cooperation as is reasonable under the circumstances. IBM shall have the duty to keep City informed of the progress of each such matter but shall have the sole authority to defend or settle the claim at IBM's sole cost and expense. IBM's obligation to indemnify City under this Section shall only apply if: (a) City has made all payments to IBM required by this Statement of Work and the Agreement and complied with all applicable provisions of this Section and the Agreement; and (b) the infringement alleged in any such claim, suit or proceeding does not result from any of the following: (i) any modification of the Deliverables provided under this SOW or the equipment and/or software specified in Section 1.0 of this Statement of Work by City, or use of the specified equipment and/or software in other than its specified operating environment;(ii) incorporation into the Deliverables or the specified equipment and/or software of anything City provides or IBM's compliance with any designs, specifications, or instructions provided by City or by a third-party on behalf of City; (iii) infringement by non-Consultant product(s) alone; or (iv) the combination, operation, or use of the Deliverables or the specified equipment and/or software with other Products not provided by IBM as part of the Deliverables provided under this SOW or the equipment and/or software specified in Section 1.0 of this Scope of Services, or the combination, operation, or use of the Deliverables or the specified equipment and/or software with any product, data, or apparatus that IBM did not provide.

7. Limitation of Liability. Circumstances may arise where, because of a default on IBM's part or other liability, City is entitled to recover damages from IBM. In each such instance, regardless of the basis on which City is entitled to claim damages from IBM (including fundamental breach, negligence, or other contract or tort claim), IBM is liable for no more than:

- a) The payments referred to in subsection 6 above regarding Intellectual Property Indemnification;
- b) Damages for bodily injury (including death) and damage to real property and tangible personal property; and
- c) The amount of any other actual direct damages, up to the greater of \$100,000 or the compensation IBM received under this Statement of Work and the Agreement.

IBM shall not be liable for any of the following, even if informed of their possibility: (a) loss of, or damages to, records or data; (b) special, incidental, or indirect damages; (c) any economic consequential damages; or (d) lost profits, business, revenue, goodwill, or anticipated savings. The limitations set forth in this Section shall also apply to any of IBM's subcontractors and Program Developers and represent the maximum for which

IBM and its subcontractors and Program developers are collectively responsible.

1.5 Estimated Schedule

Estimated Start Date = July 1, 2008

Estimated End Date = June 30, 2009

Reasonable effort shall be made to keep the schedule dates intact.

IBM shall not be responsible for delays or additional requirements imposed by any government agencies, labor disputes, fire, unavoidable casualties, or unforeseen conditions.

1.6 Deliverable Materials

The following items will be delivered to City under this Statement of Work. See Appendix A, "Deliverables Guidelines", for a description of each deliverable.

- Status Report
- Summary of Findings and Recommendations

1.7 Completion Criteria

IBM shall have fulfilled its obligations under this Statement of Work when any one of the following first occurs:

1. IBM accomplishes the IBM tasks described under "IBM Responsibilities" in accordance with the mutually agreed to requirements.
2. IBM provides the number of hours of Services specified under "Charges" or any subsequent Change Authorization.
3. Either IBM or City terminates this Statement of Work under the terms of the Agreement.
4. The Estimated End Date is reached.

1.8 Charges

The charges for the Services described in this Statement of Work are estimated as follows:

IBM will provide the Services described in this Statement of Work for up to two hundred (200) hours at an hourly rate of \$225.00. The total estimated funding requirements for these tasks, including an estimated travel budget of \$6,750, is \$51,750. The hours authorized by City and specified here do not imply or commit a fixed-price contract. If IBM determines that it is necessary to exceed the hours or the Estimated End Date, the parties may revise this Statement of Work in accordance with the procedures set forth in Appendix B. If City alternatively chooses to terminate IBM's Services, City agrees to pay IBM for actual hours expended and any travel and living expenses incurred by IBM up to the date of written notification by City.

The Total Charge for the services provided under this Statement of Work is an amount that will not exceed \$51,750, including a travel budget in an amount that will not exceed \$6,750, unless otherwise authorized and mutually agreed to in writing through the Project Change Control Procedure described in Appendix B.

City will be invoiced monthly for actual hours and travel and living expenses incurred during the previous month. Travel and living expenses are included in the above estimates.

Invoices are payable within 30 days of receipt in accordance with City's standard practice.

IBM agrees to provide the Services described in this SOW provided City accepts this SOW, without modification, by signing in the space below on or before July 31, 2008.

Each party agrees that the complete agreement between IBM and City about these Services consists of 1) this Statement of Work and 2) the IBM Customer Agreement (or any equivalent agreement signed by both parties).

Agreed to:

City of Beverly Hills

By: _____
Authorized signature

Name (type or print):

Date:

Customer number: 1782976

Customer address:

455 North Rexford Drive
Beverly Hills, CA 90210

Agreed to:

International Business Machines Corporation

By:  _____
Authorized signature

Name (type or print): Bryan Tutton

Date: 6/9/08

Agreement Number: HQ12291

Statement of Work number:

IBM Office address:

IBM Corporation
600 Anton Boulevard
Costa Mesa, CA 92626

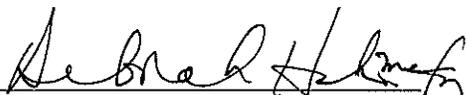
Continuation of City signatures

ATTEST:

BYRON POPE
City Clerk

(SEAL)

APPROVED AS TO FORM:



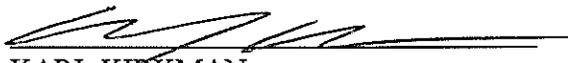
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

Appendix A. Deliverable Guidelines

Appendix A. Deliverable Guidelines

Status Report

Purpose: IBM will provide a Status Report during the project to describe the activities which took place during that period. Significant accomplishments, milestones, and problems will be described.

Delivery: One hard copy will be delivered to the City Project Manager within five working days following the reporting period.

Content: The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control activity
- Problems, concerns, and recommendations
- Hours summary

Summary of Findings and Recommendations

Purpose: IBM will provide a summary of key findings and conclusions and provide recommendations to assist City in understanding how specific changes will impact the future of City's equipment and applications.

Delivery: One hard copy will be delivered to the City Project Manager.

Content: The report will consist of the following, as appropriate:

- Key findings and conclusions
- Recommendations

Appendix B. Project Change Control Procedure

When both parties agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms, and will take the form attached hereto. Depending on the extent and complexity of the requested changes, IBM may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, IBM will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Sample PCR Document



Change Authorization for Project Management and Technical Consulting Services

This Change Authorization ("PCR") is to modify the existing Statement of Work dated July 1, 2008 between the City of Beverly Hills ("City") and International Business Machines Corporation ("IBM").

The Scope of Services is amended as follows: See Attached Pages

Except as set out herein, all other terms & conditions remain unchanged and in full force and effect.

IBM agrees to provide the Services described in this PCR, provided City accepts this PCR, without modification, on or before MM/DD/YY by signing in the space provided below.

Each of us agrees that the complete agreement between us about these Services consists of

- 1) this Change Authorization,
- 2) the referenced Statement of Work, and
- 3) the IBM Customer Agreement or IBM Agreement for Services, as applicable.

Agreed to:

City of Beverly Hills

By: _____

Authorized signature

Name (type or print):

Date:

Customer Number:

Customer Address: **455 North Rexford Dr.
Beverly Hills, CA 90210**

Project Name or Identifier:

Agreed to:

International Business Machines Corporation

By: _____

Authorized signature

Name (type or print):

Date:

Reference Agreement Number:

Reference Statement of Work Number:

Change Authorization Number:

IBM Office Number:

IBM Office Address: