



AGENDA REPORT

Meeting Date: April 5, 2011
Item Number: F-15
To: Honorable Mayor & City Council
From: David L. Snowden, Chief of Police
Subject: **AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MAINLINE INFORMATION SYSTEMS, INC. FOR STORAGE / DISK AUGMENTATION; AND**

APPROPRIATION OF \$275,000 FROM THE SEIZED & FORFEITED PROPERTY FUND TO ENHANCE POLICE DEPARTMENT OPERATIONS; AND

AUTHORIZE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$98,899.94

Attachments: Agreement

RECOMMENDATION

Staff recommends that the City Council move to appropriate \$275,000 from the Fund 32 fund balance to fund purchases for the Police Department as follows:

PROGRAM	ITEM	ACCOUNT	TOTAL
3202105E126 (FED/JUSTICE)	UNDERCOVER VEHICLE	73020-MAINTENANCE AND REPAIR – AUTOMOTIVE	8,000
		72090-AUTOMOBILE PETROLEUM PRODUCTS	2,000
		74030-FIRE AND OTHER SAFETY EQUIPMENT	5,000
	OVERTIME	71300-OVERTIME	\$150,000
	SERVERS FOR HIGH TECH CRIME UNIT	74160-COMPUTER EQUIPMENT	110,000
GRAND TOTAL			\$275,000

Staff also requests that the City Council award the contract related to Bid No. 11-30, and approve the agreement between the City and Mainline Information Systems, Inc. for purchase and installation of system storage in the amount of \$98,899.94.

INTRODUCTION

With the expansion of the Detective Bureau's enforcement activities, the need for additional expenditures has been identified. These purchases will be made with funds acquired under federal and state asset forfeiture programs. One of the required purchases is for augmentation of the existing network storage system. This expansion is necessary to ensure that enough storage exists for the growing amount of data required by the Detective Bureau's enforcement activities, including large files such as video and photographs.

DISCUSSION

Over the past few years, the Detective Bureau has intensified its investigation of dangerous and prolific narcotics suspects. Oftentimes, exigent circumstances exist that require officers to work overtime in order to complete these investigations and apprehend offenders. In order to maximize the efficiency of narcotics investigations, the appropriation of additional funds for overtime is needed.

Additionally, the department's High Tech Crime Unit continues to examine greater amounts of digital evidence each year. This unit's current equipment does not have the capacity to store additional case evidence. By appropriating funds for the purchase of an additional computer server, the department will gain enough data capacity to comply with the District Attorney's request to store digital evidence for at least five years. Although this request is not mandated by law, it does provide a reasonable timeline to allow most case to be adjudicated. Consequently, this equipment is critical to the continued operation of the High Tech Crime Unit.

Furthermore, as a result of a narcotics case that was worked jointly by the Beverly Hills Police Department and the United States Drug Enforcement Administration, a vehicle was recent seized and forfeited and is available for use in undercover operations. Because this vehicle will not become part of the City's regular fleet, and thus will not be maintained or receive fuel through the Vehicle Shop, funds are needed to place this vehicle into service. At the conclusion of this vehicle's life cycle, it will be sold and the proceeds of that sale will be returned to the department's seized and forfeited property fund.

To meet the data storage needs of the Detective Bureau, Police Department and Information Technology staff released a Request for Proposals, Bid No. 11-30 for Storage/Disk Augmentation on March 3, 2011. Bids were opened on March 24, 2011. The City received two proposals and one "no bid" response. Of these proposals, Mainline Information Systems was the lowest responsible bidder, with a bid proposal almost \$50,000 under the other bidder. While the servers have an estimated useful life of three years, they will not be placed on an equipment replacement schedule at this time. Staff anticipates further developing the City's task force relationships with other regional law enforcement agencies over the next few years, with the goal of forging financial partnerships to share in the purchase of this type of equipment.

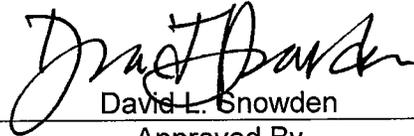
The recommended motion requests that the City Council appropriate \$275,000 from the Seized & Forfeited Property Fund for Detective Bureau expenditures, approve the agreement between the City and Mainline information Systems, and authorize a purchase order for the requested goods and services in the amount of \$98,899.94

FISCAL IMPACT

The costs associated with these purchases total \$275,000 and will be made with funds from the Seized and Forfeited Property Fund. These restricted funds have been received as a result of federal asset seizures and may only be used to enhance the operations of the Police Department. The General Fund will not be impacted by these purchases.



Scott Miller
Finance Approval



David L. Snowden
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND MAINLINE INFORMATION SYSTEMS, INC. FOR
STORAGE/ DISK AUGMENTATION

NAME OF CONSULTANT: Mainline Information Systems, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Sherrie Kishbaugh
Senior Vice President of Operations

CONSULTANT'S ADDRESS: 1700 Summit Lake Drive
Tallahassee, FL 32317

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
ATTN: David Snowden, Chief of Police

COMMENCEMENT DATE: Upon Written Notice to Proceed

TERMINATION DATE: Upon Completion of all services
required by this Agreement

CONSIDERATION: \$98,899.94

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND MAINLINE INFORMATION SYSTEMS, INC. FOR
STORAGE / DISK AUGMENTATION

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Mainline Information Systems, 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.

(a) Consultant shall provide 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 ("Scope of Work"). City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by Consultant must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

(b) Consultant shall comply with the terms of the Request for Proposal 10-18, attached hereto and incorporated herein by this reference as Exhibit A-1 ("RFP"). If there are any terms in the RFP that are inconsistent with the provisions set forth in this Agreement, the terms of this Agreement shall prevail.

Section 2. Time of Performance. Consultant shall commence its services under this Agreement upon receipt of a written notice to proceed from City or upon the Commencement Date set forth above. Consultant shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the Chief Information Officer or his designee.

Section 3. Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services and/or goods required by this Agreement the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the

services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). Consultant shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City.

Section 4. Method of Payment. Unless otherwise provided for herein, Consultant shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall pay Consultant said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 5. Independent Consultant. Consultant is and shall at all times remain, as to City, a wholly independent Consultant. 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 6. Assignment and Subcontracting. This Agreement shall not be assigned in whole or in part, by Consultant without the prior written approval of City. Any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Party Representatives.

(a) Consultant: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Agreement 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 Agreement.

Section 8. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. 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 Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 11. Insurance.

(a) Consultant shall at all times during the term of this Agreement 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 Agreement 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 Consultant in performing the services required by this Agreement.

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

(d) Consultant shall require each of its sub-Consultants to maintain insurance coverage which meets all of the requirements of this Agreement.

(e) The policy or policies required by this Agreement 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.

(f) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either immediately terminate this Agreement 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.

(g) At all times during the term of this Agreement, 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 Agreement, file with the City Clerk such certificate or certificates.

(h) The General Liability policy of insurance required by this Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insured. All of the policies required under this Agreement 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 Agreement.

(i) The insurance provided by Consultant shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City.

(j) 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 12. Indemnification.

(a) Consultant agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any claim, 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 sub consultants, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

(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 from and against any claim, 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 Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

Section 13. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement 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 Agreement, 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 Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

Section 14. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this

Agreement shall become the property of City, and City may use all or any portion of the work submitted by Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 15. 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 17. Non-Disclosure.

(a) Pursuant to the terms of this Agreement, City may provide Consultant with certain documents and/or information, and/or access to certain documents and/or information including public safety documents and/or 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, Consultants and sub consultants shall hold the Information, which at the time of disclosure is identified as being confidential and confirmed in writing as "Confidential", 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,

(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 section survives termination of this Agreement.

Section 18. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years or such other period as notified by the City, in writing, to Consultant. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same, and to inspect all data, documents, proceedings and activities.

Section 19. Notice. Any notice required by this Agreement 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 20. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, 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 21. Exhibits/Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated herein. In case of conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence over the Exhibits.

Section 22. Entire Agreement. This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Consultant.

Section 23. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 24. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement 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.

Section 25. No Third Party Beneficiaries. This Agreement and the obligations hereunder are not intended to benefit any party other than City and Consultant. Except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

Section 26. Equal Opportunity Employer. The Consultant shall be, and its suppliers of materials and services shall also be, an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

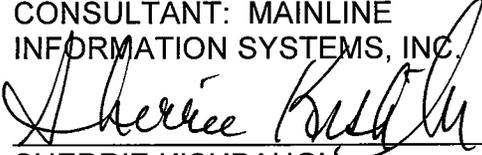
EXECUTED the _____ day of _____, 2011.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills

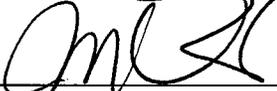
ATTEST:

BYRON POPE
City Clerk

CONSULTANT: MAINLINE
INFORMATION SYSTEMS, INC.


SHERRIE KISHBAUGH
Senior Vice President of Operations

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



DAVID SNOWDEN
Chief of Police



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF SERVICES

Consultant shall provide equipment and information technology services (the "Services") related to the replacement of the City's enterprise storage system as follows:

EQUIPMENT:

ITEM	MFR PART	DESCRIPTION	QTY
1	1814-20A	DS5020 Midrange Disk (Dual Controller)	1
2	5555	Bulk Ordering Feature Indicator	1
3	7393	DS5020 33-64 Disk Drive Att	1
4	7394	DS5020 65-112 Disk Drive Att	1
5	1814-52A	EXP520 Expansion Unit	4
6	2410	SW 4Gbps SFP Transceiver Pair	4
7	4001	DS5020 1 TB/7.2K SATA DDM	64
8	5601	1m Fiber Optic Cable LC-LC	16
9	9021	Attach to DS5020	4
10	9202	Field Integrate	1
11	39Y8857	IBM UPS 3U Run Online Battery Pack	1
12	24195KX	IBM UPS 5000HV Uninterruptible Power Supply	1
13	40K9614	IBM DPI 30a Cord (NEMA L6-30P)	1
14	39Y8951	DPI Universal Rack PDU with Nema L5-20P and L6-20P (US line Cord)	2
		3-Year, 24x7x4 Extended Warranty	
15	N/A	Installation and Implementation Services	1
SHIPPING			
34	N/A	Shipping	N/A
		Taxable Total	
		Non Taxable Total	
		Total = Taxable + Non taxable	

SERVICES:

- Task 1: Site survey and installation planning.
- Task 2: Install and configure DS5020 Midrange Disk (Dual Controllers) with EXP520 expansion units.
- Task 3: Attach four (4) EXP520 Expansion Units to DS5020
- Task 4: Field integrate four (4) EXP520 Expansion Units with the DS5020
- Task 5: Install and configure UPS system.

Task 6: Perform required failover testing.

Task 7: Provide documentation and knowledge transfer relating to storage system set up, manuals and maintenance to City.



EXHIBIT A-1

Request for Proposals: Bid 11-30

NOTICE INVITING PROPOSALS FOR STORAGE / DISK AUGMENTATION

CITY OF BEVERLY HILLS
INFORMATION TECHNOLOGY DEPARTMENT
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CALIFORNIA 90210

Bid No. 11-30

The City of Beverly Hills invites prospective Respondents to submit proposals for Storage / Disk Augmentation for the existing IBM DS 5020 system. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals (RFP).

The RFP is being sent to prospective Respondents via e-mail on or before 5 p.m. (Pacific) on Tuesday, March 8, 2011 and will be posted on the City's website. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, by no later than 2:00 p.m. (Pacific) on Thursday, March 24, 2011, via mail or in-person, at which time they will be opened and publicly read.

Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

All inquiries and comments concerning the RFP must be in writing, directed to the primary contact, Nicole McClinton, for response, and sent via e-mail to nmccclinton@beverlyhills.org. To ensure a timely response, please copy the secondary contact, Tania Schwartz (tschwartz@beverlyhills.org) on all inquiries. Any inquiry should state the question only, without additional information. Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response.

Respondents to the RFP must submit three (3) copies of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

Bid No. 11-30: Storage / Disk Augmentation
Attention: Nicole McClinton
c/o Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210

REQUEST FOR PROPOSALS

Date of Request: March 8, 2011

Bid Number: 11-30

Item Description: The City of Beverly Hills is accepting proposals from qualified firms to provide Storage / Disk Augmentation.

Question Period: Wednesday, March 8, 2011 through Friday, March 18, 2011 @ 12:00 p.m. (Pacific).

All inquiries must be received via e-mail during this period. Emails must be sent to: nmclinton@beverlyhills.org, with a copy to tschwartz@beverlyhills.org.

City's responses to requests and submissions of questions will take the form of Bid Addenda, which will be emailed and posted on the City's website within two business days of receipt.

Open Date: Thursday, March 24, 2011, at 2:00 p.m. (Pacific)

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SECTION 1: MINIMUM QUALIFICATIONS

- 1-1. Respondent firms must have been in the business of providing information technology consulting services similar to those detailed in this RFP for at least five (5) years.
- 1-2. Respondents must have extensive experience servicing federal, state, and/or local government, and must provide a client history to demonstrate that it has had comparable service experience.
- 1-3. Respondents must provide complete proposals or the bid may be rejected by the City as nonresponsive. For detailed information, please see Sections 2, 4, 5 and 6 below.
- 1-4. Respondents' quoted rates must be valid for not less than ninety (90) days after the Open Date.

SECTION 2: GENERAL CONDITIONS

- 2-1. Proposals may be withdrawn at any time prior to the Open Date by submitting a written request via e-mail to: nmccclinton@beverlyhills.org, copy to tschwartz@beverlyhills.org. No proposal may be withdrawn after the Open Date.
- 2-2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the information technology consulting services requested by City in a manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Respondent to request additional compensation.
- 2-3. The Respondent selected for the contract will be responsible for complying with all conditions of this RFP. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make an assessment of the Respondent's services in accordance with the requirements herein.
- 2-4. The form of proposal shall be made in the format requested and each Respondent shall submit, in full, the completed original Bid Form, including its Attachments, along with all other requested documentation as set forth in Section 6 of this RFP. In addition, the Respondent shall furnish, as an enclosure with the proposal, two executed originals of the Agreement as set forth in Attachment B to the Bid Form. The proposal and two signed originals of the Agreement shall be enclosed in a sealed envelope marked and addressed as required herein.
- 2-5. Bid Form & Agreement Signatures: If the proposal is made by a sole owner, it shall be signed with his/her name and his/her address shall be given. If it is made by a partnership, it shall be signed with the partnership name by a member of the firm authorized to bind the partnership who shall also sign his/her own name, and the name and address of each member shall be given. If it is made by a corporation, it shall be made by an officer or other individual who has the full and proper authorization to do so and their address shall be given. If the proposal is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have full and proper authorization to do so and their address shall be given.

Bid 11-30: Storage / Disk Augmentation

- 2-6. Respondents' failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City. Unauthorized conditions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.
- 2-7. Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.
- 2-8. The City of Beverly Hills shall not be liable for any pre-contractual expenses incurred by any proper or the selected Respondent. Proposers shall not include any such expenses as part of the price proposal in response to this RFP.
- 2-9. This Request for Proposals, the Bid Form, its attachments, the Responsive Proposal, and Addenda, if any, will be incorporated as part of the Contract.
- 2-10. Every supplier of materials and services and all Respondents doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.
- 2-11. The Respondent selected for the contract shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a City assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

SECTION 3: INSURANCE AND INDEMNIFICATION REQUIREMENTS

- 3-1. The Respondent selected ("Consultant") shall at all times during the term of the resulting Agreement 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.
- 3-2. Consultant shall at all times during the term of the Agreement 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 Consultant in performing the services required by the Agreement.
- 3-3. Consultant agrees to maintain in force at all times during the performance of work under the Agreement workers' compensation insurance as required by law.
- 3-4. Consultant shall require each of its sub-consultants or sub-consultants to maintain insurance coverage which meets all of the requirements of the Agreement.
- 3-5. The policy or policies required by the Agreement 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.
- 3-6. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent's expense, the premium thereon.
- 3-7. At all times during the term of the Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on 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 the Agreement, file with the City Clerk such certificate or certificates.
- 3-8. The policies of insurance required by the Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insured. All of the policies required under the Agreement 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 the Agreement.

SECTION 3: INSURANCE AND INDEMNIFICATION REQUIREMENTS (CONT'D)

- 3-9. The insurance provided by Consultant shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City.
- 3-10. 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.
- 3-11. 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 from and against any claim, 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 Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.
- 3-12. 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 from and against any claim, 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 Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)

SECTION 4: BACKGROUND INFORMATION

- 4-1. The City of Beverly Hills Information Technology department established a Mission Statement as an outward commitment to making development and enhancement of the City's technological infrastructure a priority. The Mission Statement included the following:
- Information Technology will be a leader among municipal Information Technology service providers.
 - In partnership with City departments, Information Technology will provide strategic vision for effective information systems.
 - Accomplishment of this mission will facilitate knowledge sharing and will result in satisfied customers.
- 4-2. The City of Beverly Hills completed an expansion of the City's storage capabilities with the implementation of a new Enterprise Storage System in 2010 to provide scalability and supportability for the anticipated information systems that are planned for implementation during the next five to seven years.
- 4-3. The City now requires augmentation of storage / disk systems that will be integrated with the City's new Enterprise Storage System.
- 4-4. The Department of Information Technology for the City of Beverly Hills invites consulting firms to submit written responses detailing their professional experience and history providing consulting services related to application development and application services for web-based activities in state and local government as set forth in this RFP.

SECTION 5: REQUIREMENTS

5-1 Scope of Services: The City requires a proposal that details the tasks and deliverables set forth in this RFP. The scope of services, including equipment, is set forth in Exhibit A to the Agreement and includes the following:

5-2 IBM STORAGE SYSTEM / EQUIPMENT

PLEASE REFER TO THE DETAILED PART LIST ON PAGE 17 - ATTACHMENT A TO BID FORM PRICING SHEET

- 5-2.1 One (1) DS5020 Midrange Disk (Dual Controllers)
- 5-2.2 One (1) Bulk Ordering Feature Indicator
- 5-2.3 One (1) DS5020 33-64 Disk Drive Att
- 5-2.4 One (1) DS5020 65-112 Disk Drive Att
- 5-2.5 Four (4) EXP520 Expansion Units
- 5-2.6 Four (4) SW 4Gbps SFP Transceiver Pairs
- 5-2.7 Sixty-Four (64) DS5020 1 TB/7.2K SATA DDM
- 5-2.8 Sixteen (16) 1m Fiber Optic Cable LC-LC
- 5-2.9 One (1) IBM UPS 3U Run Online Battery Pack
- 5-2.10 One (1) IBM UPS 5000HV Uninterruptible Power Supply
- 5-2.11 One (1) IBM DPI 30a Cord (NEMA L6-30P)
- 5-2.12 Two (2) DPI Universal Rack PDU with Nema L5-20P and L6-20P (US line cord)
- 5-2.13 3 Year 24X7X4 Warranty Services Upgrade (WSU)

5-3 Services: The City is seeking a highly skilled consulting firm to provide IBM Implementation Services for the implementation of the system identified above. The overall services must include but not limited to the following services:

- 5-3.1 Site survey and installation planning.
- 5-3.2 Integrate the EXP 520 expansion units to the existing system DS5020 system.
 - 5-3.2.1 Four (4) Attach the EXP520 Expansion Units to DS5020
 - 5-3.2.2 Four (4) Field Integrate the EXP520 Expansion Units with the DS5020
- 5-3.3 Install and configure UPS system.

Bid 11-30: Storage / Disk Augmentation

5-3.4 Perform required failover testing.

5-3.5 Documentation and knowledge transfer to the customer

5-4. For all work to be completed under the Agreement, Consultant shall provide a detailed scope of work with detailed deliverables and payment milestones for review and acceptance by City. Upon City review and approval, the scope of work, deliverables and payment schedule shall be made a part of the submitted proposal and be added to the Agreement as if originally set forth in full.

SECTION 6: FORMAT OF RESPONSE / PROPOSAL

(Label and include the following sections/subsections in the proposal. Number each page individually and provide a table of contents.)

- 6-1. Consultants interested in responding should submit a packet that includes the following:
 - 6-1.1 Bid Form. Complete and execute the attached Bid Form and its attachments (A, B and C).
 - 6-1.2 Agreement. Execute two copies of the Agreement.
 - 6-1.2.1.1 Detail Exhibit A – Detailed Scope of Services to be provided as required by Section 5.4
 - 6-1.2.1.2 Detail Exhibit B – Detailed Schedule of Rates and Payment and Deliverable Schedule for equipment and services as required by Section 5.4
 - 6-1.3 Company Description. A description of the company, including the organization's experience and history providing services to state and local government agencies.
 - 6-1.4 Experience. Provide a detailed description of related experience, which should include descriptions for specific projects and examples (e.g., URL, CD, DVD, etc.).
 - 6-1.5 References. Provide a listing of relevant professional references, including contact information. In addition, provide no less than 3 references of completed projects with similar size and scope.
 - 6-1.6 Additional Materials. Include any additional materials that may be relevant to a determination of suitability for the engagement. If you would like to include sample materials, please limit them to hardcopies no larger than 50 pages, or CD / DVD submissions of any size.

PART 7: SELECTION PROCESS

- 7-1. The City reserves the right to accept or reject any and all bids and reserves the right to waive informalities and irregularities in the proposal process. The City also reserves the right to withdraw this Request for Proposal or decline to award a contract at its sole discretion. The City may reject proposals from Respondents who cannot satisfactorily prove the experience and qualifications required by this RFP and the Scope of Services.
- 7-2. The City of Beverly Hills reserves the right to require any or all Respondent(s) to either make a presentation that illustrates their abilities relative to this effort and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, the Respondent(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.
- 7-3. The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion.
- 7-4. The Respondent understands that it will be bound by its proposal as set forth in the bid forms, including the Agreement included therein, if Respondent is selected by the City and that selection is approved by the City Council.

6-1.1 Bid Form

SECTION IV - BID FORM (Must be completed by Bidder)

The undersigned hereby submits this proposal and binds itself to execute a contract in the form provided for herein.

Having examined the agreement and the specifications referred to in this RFP and all conditions affecting the work, the undersigned hereby proposes and agrees to furnish all materials, supplies, equipment or services set forth herein subject to all conditions outlined in this Bid Document, including the general provisions of the RFP, at prices indicated below:

Company Name Mainline Information Systems, Inc.

Name of Proposer and Title: Garland Galatas, Account Executive

Telephone 714.367.7947 Address Anaheim, CA 92817

Email address: garland.galatas@mainline.com

Total Amount of Bid Proposal: \$98,899.94

Payment Terms Net 30 from date of invoice

Warranty 36 Month 24x7x4 (per Bid request) Exceptions or Deviations attached ___ YES
X NO

Delivery 14 (Number of Days)

General:

1. F.O.B. All prices of the bid shall be F.O.B. destination Beverly Hills, California; and delivery to any point within Beverly Hills shall be without additional charge.
2. Tax. All bid proposals shall be inclusive of tax at the rate of 9.75% when applicable.
3. The Respondent understands and agrees that it will be bound by its proposal as expressed on this Bid Form and its attachments and the proposal submitted if Respondent is selected by the City and that selection is approved by the City Council.
4. The Request for Proposal, Bid Form and its attachments, the Response to the Request for Proposal and Addenda, if any, are made a part of the proposal submitted by Respondent.
5. The Respondent acknowledges that it has received the following Addenda:

Addenda # None



6. The Respondent understands and agrees that the City reserves the right to reject any or all proposals or waive any informality or irregularity in the proposal process as set forth in the RFP.

7. Respondents' quoted rates shall remain in effect for not less than ninety (90) days after the Open Date.

8. The manufacturer of the proposed materials or equipment may be required to acknowledge by written confirmation that the minimum requirements of the specifications are included in the Respondent's proposal before the award of the bid.

Exceptions:

Any Respondent's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.

BY SUBMITTING THIS DOCUMENT, THE RESPONDENT AGREES TO EXECUTE THE CITY'S STANDARD AGREEMENT IN THE FORM PROVIDED HEREIN. AFTER ACCEPTANCE AND AWARD OF THE BID BY THE CITY COUNCIL AND THE ISSUANCE OF A WRITTEN PURCHASE ORDER EXECUTED BY A PROPER OFFICER OF THE CITY, THIS DOCUMENT, INCLUDING THE ATTACHED AGREEMENT, WILL CONSTITUTE THE LEGAL CONTRACT BETWEEN THE CITY AND THE SUCCESSFUL BIDDER.

If your response is "NO BID", please explain below:

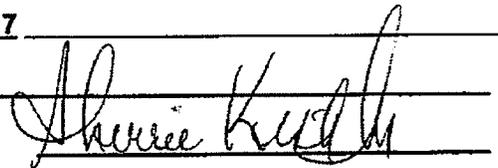
COMPANY NAME: Mainline Information Systems, Inc.

ADDRESS: 1700 Summit Lake Drive

CITY, STATE, ZIP CODE: Tallahassee, Florida 32317

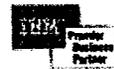
TELEPHONE NUMBER: 800.811.4429

BY: Sherrie Kishbaugh



Print Name

Signature



Sr. Vice President of Operations

3/22/2011

Title

Date

**PLEASE RETURN (IN A SEALED ENVELOPE) IN PERSON OR VIA MAIL NO LATER THAN
2:00 P.M. (PACIFIC) ON March 24, 2010 TO:**

**Bid No. 11-30 (Storage / Disk Augmentation) Attention: Nicole
McClinton
c/o Office of the City Clerk, Room 290 455 N.
Rexford Drive
Beverly Hills, CA 90210**

**ATTACHMENT A TO BID FORM
PRICING SHEET
(Must be completed by Bidder)**

ITEM	MFR PART	DESCRIPTION	QTY	LIST PRICE	EXTENDED PRICE
EQUIPMENT					
1	1814-20A	DS5020 Midrange Disk (Dual Controller)	1		
2	5555	Bulk Ordering Feature Indicator	1		
3	7393	DS5020 33-64 Disk Drive Att	1		
4	7394	DS5020 65-112 Disk Drive Att	1		
5	1814-52A	EXP520 Expansion Unit	4		
6	2410	SW 4Gbps SFP Transceiver Pair	4		
7	4001	DS5020 1 TB/7.2K SATA DDM	64		
8	5601	1m Fiber Optic Cable LC-LC	16		
9	9021	Attach to DS5020	4		
10	9202	Field Integrate	4		
11	39Y8857	IBM UPS 3U Run Online Battery Pack	1		
12	24195KX	IBM UPS 5000HV Uninterruptible Power Supply	1		
13	40K9614	IBM DPI 30a Cord (NEMA L6-30P)	1		
14	39Y8951	DPI Universal Rack PDU with Nema L5-20P and L6-20P (US line Cord)	2		
15	ATTHWMA	36 Month 24x7x4 WSU	1		
16	N/A	Installation and Implementation Services (Install UPS on the RACK and integrate disks to the existing system)	1		
SHIPPING					
17	N/A	Shipping	1		
		Taxable Total			
		Tax 9.75%			
		Non Taxable Total			
		Total = Taxable + Tax + Non taxable +Shipping			

ATTACHMENT B TO BID FORM

**AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
_____ FOR STORAGE / DISK AUGMENTATION**

NAME OF CONSULTANT:	Company Name
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Name, Title
CONSULTANT'S ADDRESS:	Address City, State Zip
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210
COMMENCEMENT DATE:	TBD
TERMINATION DATE:	TBD
CONSIDERATION:	TBD

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
COMPANY FOR MICROFILM, MICROFICHE AND APERTURE
CARDS CONVERSION SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Company, (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.

(a) Consultant shall provide services on 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 ("Scope of Work"). City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by Consultant must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

(b) Consultant shall comply with the terms of the Request for Proposal 10-18, attached hereto and incorporated herein by this reference as Exhibit A-1 ("RFP"). If there are any terms in the RFP that are inconsistent with the provisions set forth in this Agreement, the terms of this Agreement shall prevail.

Section 2. Time of Performance. Consultant shall commence its services under this Agreement upon receipt of a written notice to proceed from City or upon the Commencement Date set forth above. Consultant shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the Chief Information Officer or his designee.

Section 3. Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services and/or goods required by this Agreement the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). Consultant shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City.

Section 4. Method of Payment. Unless otherwise provided for herein, Consultant shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall pay Consultant said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Consultant. Consultant is and shall at all times remain, as to City, a wholly independent Consultant. 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 6. Assignment and Subcontracting. This Agreement shall not be assigned in whole or in part, by Consultant without the prior written approval of City. Any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Party Representatives.

(a) **Consultant: Responsible Principal.** The Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Agreement 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 Agreement.

Section 8. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Agreement. . All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. 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 Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 11. Insurance.

(a) Consultant shall at all times during the term of this Agreement 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 Agreement 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 Agreement is completed.

(c) Consultant shall at all times during the term of this Agreement 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 Consultant in performing the services required by this Agreement.

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

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

(f) The policy or policies required by this Agreement 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 Agreement 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 Agreement, 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 Agreement, file with the City Clerk such certificate or certificates.

(i) The policies of insurance required by this Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insured. All of the policies required under this Agreement 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 Agreement.

(j) The insurance provided by Consultant shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it. The policies of insurance required by this Agreement shall

include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City.

(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 12. Indemnification.

(a) Consultant agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any claim, 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 sub consultants, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

(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 from and against any claim, 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 Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

Section 13. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement 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 Agreement, 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 Agreement. . Consultant shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 15. 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 16. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 17. Non-Disclosure.

(a) Pursuant to the terms of this Agreement, City may provide Consultant with certain documents and/or information, and/or access to certain documents and/or information including public safety documents and/or 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, Consultants and sub consultants shall hold the Information, which at the time of disclosure is identified as being confidential and confirmed in writing as "Confidential", 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,

(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 section survives termination of this Agreement.

Section 18. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years or such other period as notified by the City, in writing, to Consultant. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same, and to inspect all data, documents, proceedings and activities.

Section 19. Notice. Any notice required by this Agreement 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 20. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, 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 21. Exhibits/Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated herein. In case of conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence over the Exhibits.

Section 22. Entire Agreement. This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Consultant.

Section 23. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 24. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement 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.

Section 25. No Third Party Beneficiaries. This Agreement and the obligations hereunder are not intended to benefit any party other than City and Consultant. Except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

Section 26. Equal Opportunity Employer. The Consultant shall be, and its suppliers of materials and services shall also be, an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

EXECUTED the _____ day of _____, 2011.

CITY OF BEVERLY HILLS
A Municipal Corporation

Barry Brucker
Mayor of the City of Beverly Hills

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONSULTANT

Name:

Title:

Name:

Title:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

LAURENCE S. WIENER
City Attorney

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF SERVICES

Consultant shall provide equipment and information technology services (the "Services") related to the replacement of the City's enterprise storage system as follows:

EQUIPMENT:

ITEM	MFR PART	DESCRIPTION	QTY
1	1814-20A	DS5020 Midrange Disk (Dual Controller)	1
2	5555	Bulk Ordering Feature Indicator	1
3	7393	DS5020 33-64 Disk Drive Att	1
4	7394	DS5020 65-112 Disk Drive Att	1
5	1814-52A	EXP520 Expansion Unit	4
6	2410	SW 4Gbps SFP Transceiver Pair	4
7	4001	DS5020 1 TB/7.2K SATA DDM	64
8	5601	1m Fiber Optic Cable LC-LC	16
9	9021	Attach to DS5020	4
10	9202	Field Integrate	1
11	39Y8857	IBM UPS 3U Run Online Battery Pack	1
12	24195KX	IBM UPS 5000HV Uninterruptible Power Supply	1
13	40K9614	IBM DPI 30a Cord (NEMA L6-30P)	1
14	39Y8951	DPI Universal Rack PDU with Nema L5-20P and L6-20P (US line Cord)	2
		3-Year, 24x7x4 Extended Warranty	
15	N/A	Installation and Implementation Services	1
SHIPPING			
34	N/A	Shipping	N/A
		Taxable Total	
		Non Taxable Total	
		Total = Taxable + Non taxable	

Services:

- Task 1: Site survey and installation planning.
- Task 2: Install and configure DS5020 Midrange Disk (Dual Controllers) with EXP520 expansion units.
- Task 3: Four (4) Attach the EXP520 Expansion Units to DS5020
- Task 4: Four (4) Field Integrate the EXP520 Expansion Units with the DS5020
- Task 5: Install and configure UPS system.
- Task 6: Perform required failover testing.

Task 7: Documentation and knowledge transfer to the customer.

Task 8: For all work to be completed under the Agreement, Consultant shall provide a detailed scope of work with detailed deliverables and payment milestones for review and acceptance by City. Upon City review and approval, the scope of work, deliverables and payment schedule shall be made a part of the submitted proposal and be added to the Agreement as if originally set forth in full.

EXHIBIT B

COMPENSATION AND PAYMENT

City shall pay Consultant for the satisfactory performance of services required by this Agreement as set forth herein.

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 of the same.

Attachment C

NON-COLLUSION AFFIDAVIT FOR PROPOSER

I Sherrie Kishbaugh declare and state the following:

1. That I am the (owner, partner, representative, or agent) of Mainline Information Systems, Inc. hereinafter referred to as the Proposer.
2. That I am fully informed regarding the preparation and contents of this proposal for certain work for the City of Beverly Hills, State of California.
3. That the proposal submitted is genuine and is not collusive or a sham proposal.
4. That the officers, owners, agents, representative, employees or parties in interest, including this affiliate, have not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposers, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or have in any manner, directly or indirectly, sought by unlawful contract or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance or unlawful contract any advantage against the City of Beverly Hills or any person interested in the proposed contract.
5. That the price or prices quoted in the proposal are fair, proper and are not tainted by any collusion, conspiracy, connivance, or unlawful contract on the part of the proposer of any of its agents, owners, representatives, employees or parties in interest, including this affiliate.

I certify or declare under penalty of perjury, that the foregoing is true and correct.

Dated this 22 day of March, 2011, at Leon County, Florida.

Signed: *Sherrie Kishbaugh*

Title: Sr. Vice President of Operations

**EXHIBIT B
COMPENSATION AND PAYMENT**

City shall pay Consultant for the satisfactory performance of services required by this Agreement in the amount of Ninety Eight Thousand, Eight Hundred Ninety-Nine Dollars and Ninety-Four Cents (\$98,899.94) as described below:

ITEM	MFR PART	Description	Qty	PRICE
1	1814-20A	DS5020 Midrange Disk (Dual Controller)	1	\$0.00
2	5555	Bulk Ordering Feature Indicator	1	\$0.00
3	7393	DS5020 33-64 Disk Drive Att	1	\$1,100.00
4	7394	DS5020 65-112 Disk Drive Att	1	\$2,722.50
5	1814-52A	EXP520 Expansion Unit	4	\$12,000.00
6	2410	SW 4Gbps SFP Transceiver Pair	4	\$1,996.00
7	4001	DS5020 1 TB/7.2K SATA DDM	64	\$58,976.00
8	5601	1m Fiber Optic Cable LC-LC	16	\$632.00
9	9021	Attach to DS5020	4	\$0.00
10	9202	Field Integrate	1	\$0.00
11	39Y8857	IBM UPS 3U Run Online Battery Pack	1	\$1,067.11
12	24195KX	IBM UPS 5000HV Uninterruptible Power Supply	1	\$2,662.20
13	40K9614	IBM DPI 30a Cord (NEMA L6-30P)	1	\$150.41
14	39Y8951	DPI Universal Rack PDU with Nema L5-20P and L6-20P (US line Cord)	2	\$347.10
		3-Year, 24x7x4 Extended Warranty		\$4,884.32
15	N/A	Installation and Implementation Services	1	\$4,400.00
SHIPPING				
34	N/A	Shipping	N/A	\$0.00
		Taxable Total		\$81,654.32
		Non Taxable Total		\$7,961.30
		Total = Taxable + Non taxable		\$98,899.94

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 of the same.



CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPA NY (A,B,C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS	
					P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement: (name of insured)

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days'** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____
