

AWARD OF CONTRACT TO CORAID, INC. FOR THE PURCHASE OF A STORAGE
ARRAY NETWORK AND TO PROVIDE SUPPORT AND SERVICE FOR THREE YEARS
October 23, 2012
Page 2 of 2

COMPANY NAME	TOTAL COST	FINAL SSC SCORES
Coraid, Inc.	\$61,198.93	2687
Sirius Computer Solutions	\$ 61,121.00	2320
Dynamic Systems	\$129,441.24	2167
GovPlace	\$138,045.75	2071
En Pointe Technologies Sales, Inc. (Proposal One)	\$176,046.37	2017

The SSC agreed to award the contract to the highest scoring proposer, Coraid, Inc., as they best met the requirements of the RFP, their pricing was competitive and their product has the lowest on-going expense cost for the first three years compared to the other proposers.

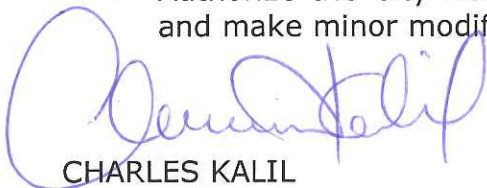
FINANCIAL IMPACT

The financial impact for this project is \$61,198.93. This amount was included in the 2012-13 budget as part of the Information Technology internal service fund.

RECOMMENDATION

It is recommended that the City Council:

- Award a Contract to Coraid, Inc. to provide a Storage Array Network and three years support and service in the firm fixed price of \$61,198.93; and
- Authorize the City Manager to execute the agreement on behalf of the City and make minor modifications as appropriate thereto.



CHARLES KALIL
Information Technology Director

Attachment 1: RFP No. S-1104 Memorandum
Attachment 2: Professional Services Agreement

Recommended for Approval



Matthew Fertal
City Manager

City of Garden Grove
INTER-DEPARTMENT MEMORANDUM

To: Charles Kalil From: Kingsley Okereke
 Dept: Information Technology Dept: Finance
 Subject: RFP No. S-1104 to Provide a Storage Area Network (SAN) for the City of Garden Grove Date: October 4, 2012

OBJECTIVE

Provide proposal analysis, evaluation results, and recommendation to: Provide a Storage Area Network (SAN) for the City of Garden Grove.

ANALYSIS

RFP No. S-1104 was advertised on August 8, 2012 and re-advertised on August 15, 2012. The proposal document was posted on the City's website on August 8, 2012 via the Planet Bids on-line bidding system. There were 33 prospective bidders for this project.

EVALUATION

Nine (9) proposals were received and opened on September 7, 2012. The Source Selection Committee (SSC) review scores were completed on September 24, 2012. The analysis below indicates the Proposal Pricing and the SSC scores:

COMPANY NAME	TOTAL COST	SSC SCORES 09/24/12
Coraid, Inc.	\$61,198.93	2687
Sirius Computer Solutions	\$61,121.00	2320
Dynamic Systems	\$129,441.24	2167
GovPlace	\$138,045.75	2071
En Pointe Technologies Sales, Inc. (Proposal One)	\$176,046.37	2017
Impex Technologies, Inc.	\$195,717.77	1875
GST Information Technology Solutions	\$263,566.52	1649
En Pointe Technologies Sales, Inc. (Proposal Two)	\$104,432.56	1642
Zones, Inc.	\$108,647.21	1115

All proposals received were reviewed and found to be responsive.

RFP No. S-1104
Provide SAN
October 2, 2012

The scores were completed on September 24, 2012 and the competitive range was set at 2015, which kept five proposers in the RFP process for further consideration. On September 17, 2012, the bill of materials were requested from three of the proposers to provide the detail of what their proposal pricing included and to compare the overall value received from all proposers. The SSC agreed to award the contract to the highest scoring proposer, Coraid, Inc., since they best met the requirements of the RFP, their pricing was very competitive and their product has the lowest on-going expense cost for the first three years compared to the other proposers.

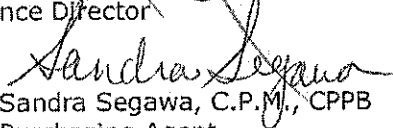
RECOMMENDATION

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

- Award a contract to the highest scoring proposer, Coraid Inc., in the firm fixed price amount of \$61,198.93, for the first three years.
- Authorize the City Manager to execute the contract.

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


KINGSLEY OKEREKE
Finance Director


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




Cc: Anand Rao

AGREE

Anand Rao

Charles Kalil

Noel Proffitt

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2012, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Coraid, Inc.**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide a Storage Area Network for the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of three years from execution of the agreement. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Scope of Work (Attachment "A"). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall be a firm fixed price of \$61,198.93 for a Storage Area Network (SAN) in an amount not to exceed (NTE) \$51,794.29 and for three (3) years of support and service in an amount not to exceed (NTE) \$9,404.64. Payable in arrears and in accordance with Proposal and Proposal Pricing (Attachment "B"). All work shall be in accordance with RFP No. S-1104.
 - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and

payment shall be based on schedule included in Proposal (Attachment A).

- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

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

is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier

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

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

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
Coraid, Inc.
Attention: Reid Conklin, Account Executive
255 Shoreline Drive, Suite 650
Redwood City, CA 94065
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement

may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

\\ \\ \\

(Agreement Signature Block On Next Page)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE


By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Coraid, Inc.

By:  _____

Name: Kerin Brown

Title: CEO

Date: 10/4/12

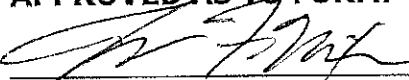
Tax ID No. 582572967

Contractor's License: N/A

Expiration Date: N/A

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

APPROVED AS TO FORM:



Garden Grove City Attorney

10/8/12
Date

SEE ATTACHED FOR NOTARIZATION

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SAN MATEO

On 10/04/12 before me, JOE P. PEREZ, NOTARY PUBLIC
(Here insert name and title of the officer)

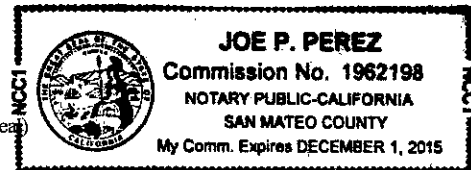
personally appeared KEVIN BROWN
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PROFESSIONAL SERVICES AGREEMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 11

Document Date 10/04/12

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

ATTACHMENT "A"
RFP No. S-1104
CITY OF GARDEN GROVE

Provide a Storage Area Network (SAN) for the City of Garden Grove

SCOPE OF WORK

The City of Garden Grove has identified the following requirements:

1. Three years of Enterprise level support in the form of 24/7 online and telephone access, software maintenance and updates, four-hour advance hardware replacement, or comprehensive spare parts kit(s).
2. Detailed documentation on system administration must be provided.
3. The proposed system must be certified to run on VMWare vSphere 5.x.
4. The proposed system must have a fully functional Command Line Interface (CLI).
5. The proposed system must work in a Linux network, support Linux file systems, and provide block level storage.
6. The proposed system must include only enterprise class SATA, SCSI, SAS, or NL-SAS drives
7. The proposed system must be scalable with little or no loss in throughput.
8. The proposed system must provide 10 gigabit Ethernet support.
9. The proposed system must connect using iSCSI or ATA over Ethernet
10. The proposed system must provide a minimum of 40 TB of useable space in a fully mirrored or a RAID 50 configuration.
11. The proposed system should provide storage with high availability and have the option to process in an active-active or active-passive mode as the City chooses.
12. Each component of the proposed system (power supplies, fans, drives, and controllers as part of a cluster) must be hot-swappable and redundant with automatic failover.
13. The proposal should include any required HBAs for the 6 physical (5 esxi, 1 database) servers used by the City.
14. The proposed system should have no single point of failure. (City will provide any necessary switches)

The criteria upon which the evaluation of the proposals will be based are as follows:

- Overall responsiveness to and compliance with the Request for Proposal. Proposals must be neat, complete, and fully address technical, cost, vendor qualification, reference and evaluation concerns.
- Record of Performance – Work experience and history of the firm successfully completing similar projects within originally allocated time frames and budget.
- Administration Ease – How the solution meets City’s needs for daily backups for off site storage. Simple user interface, adding and removing new disk drives to arrays.
- Online upgrades of firmware - Does the system require downtime to upgrade firmware?
- Future Growth – The maximum disk array size.
- Cost – Overall project costs to perform the work described in the contract documents. Hardware, software, upgrade, annual maintenance, etc.
- References for which the contractor has provided similar product and services in similar quantities.
- SAN Access Performance – Disk access time, time to transfer a terabyte of data between SANS, Time to complete snapshots, Disk performance hit when doing DR replication and/or snapshots, read/write speed.
- Does the SAN offer at least five nines high availability?

"ATTACHMENT B"

PROPOSAL PRICING

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

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

PROPOSAL PRICE	
Proposal Pricing MUST be stated as follows:	$\$47,460.79 + \$655.29 \text{ (S\&H)} =$ $\$48,116.08$
A) Storage Area Network	\$ _____
SALES TAX: 7.75%	\$ $\$3,678.21$
TOTAL PRICE	\$ $\$51,794.29$
B) Three (3) years of support for service AND parts on a 24 hr / 7 day a week basis and 4 hour response time.	\$ _____
	\$ $\$9,404.64$
C) TOTAL PROPOSAL AMOUNT Combined Total of Both A and B	\$ $\$61,198.93 \text{ (includes all tax \& shipping)}$
Total Proposal Amount Written in Words	
Total cost of storage hardware, including 3 years of 24x7 support, tax, and freight totals \$61,198.93	
When there is a discrepancy between the words and figures, the WORDS WILL GOVERN.	

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



Company Address 255 Shoreline Dr.
 Suite 650
 Redwood City, CA 94065
 US

Created Date 9/17/2012
 Expiration Date 10/26/2012
 Quote Number 00004132

NSAID 3772
 Opportunity Owner Hamid Foroozandeh

Prepared By Reid Conklin
 E-mail reid@coraid.com

Bill To Name City of Garden Grove
 Bill To PO BOX 3070
 Garden Grove, CA 92842-3070
 United States

Ship To Name City of Garden Grove

Product	Product Code	List Price	Quantity	Subtotal	Discount	Total Price
SRX3200-R2	SRX3200-R2	\$13,995.00	2.00	\$27,990.00	33.00%	\$18,753.30
3-Year Advanced Support for SRX3200-R2	SRX3200-R2-AdvancedSupport-3	\$8,397.00	2.00	\$16,794.00	44.00%	\$9,404.64
Coraid 2TB SATA HDD	2TB-SATA-3.5-7.2k	\$799.00	48.00	\$38,352.00	33.00%	\$25,695.84
VSX3500-R2-HA	VSX3500-R2-HA	\$16,995.00	1.00	\$16,995.00	100.00%	\$0.00
3-Year Advanced Support for VSX3500-R2-HA	VSX3500-R2-HA-AdvancedSupport-3	\$10,197.00	1.00	\$10,197.00	100.00%	\$0.00
EHBA-20-E-SFP	EHBA-20-E-SFP	\$899.00	5.00	\$4,495.00	33.00%	\$3,011.65
Daily PSO	PSO_Daily	\$2,500.00	1.00	\$2,500.00	100.00%	\$0.00

List Price \$117,323.00
 Net Price \$56,865.43
 Net Total \$56,865.43

*If Shipping and Taxes are not broken out prior to the Grand Total, they are not included in the Grand Total.

Commercial Terms (INCOTERMS), ExWorks Athens, Georgia, USA (EXWAthens). All Taxes, and Duties are the responsibility of purchaser unless included in this quote. Please remit to Coraid Sales or fax back to 706-548-0050.

October 4th, 2012

Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

11222 Acacia Parkway
Garden Grove, CA 92840

Subject : Corporate Resolution / Coraid Inc. RFP no: S-1104.

Dear Ms. Segawa,

Please accept this letter as confirmation that I, Kevin Brown, Chief Executive Officer of Coraid, am authorized by the Board of Directors as having legally binding signatory authority for the company.

Please accept my signature, on our response to the City Proposal No. S-1104, to legally represent our Company. The Notary seal on this document is witness of my signing both the RFP contract, as well as and this resolution letter per the terms outlined in the City RFP.

Sincerely,



Kevin Brown
CEO, Coraid
kevin@coraid.com
650-517-9302 (office)

SEE ATTACHED FOR NOTARIZATION

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SAN MATEO

On 10/04/12 before me, JOE P. PEREZ, NOTARY PUBLIC
(Here insert name and title of the officer)

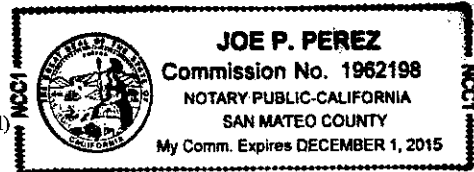
personally appeared KEVIN BROWN
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT	
<u>CORPORATE RESOLUTION / CORAID INC.</u> (Title or description of attached document)	
<u>RFP NO: S-1104</u> (Title or description of attached document continued)	
Number of Pages <u>1</u>	Document Date <u>10/04/12</u>

CAPACITY CLAIMED BY THE SIGNER	
<input type="checkbox"/> Individual(s)	
<input type="checkbox"/> Corporate Officer	
	_____ (Title)
<input type="checkbox"/> Partner(s)	
<input type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> Other _____	