

A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE COOPERATIVE PURCHASING AGREEMENT NUMBER FC-7210 WITH ADCAP NETWORK SYSTEMS, INCORPORATED, PURSUANT TO SECTION 2-1602 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING STATE OF GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES STATEWIDE CONTRACT NUMBER 99999-SPD-T20130508-0001 WITH EMC CORPORATION FOR THE PURCHASE OF HARDWARE, SOFTWARE, PROFESSIONAL SERVICES, AND SUPPORT FOR THE ATLANTAONE NETWORK REFRESH PROJECT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED FORTY-SIX THOUSAND, FOUR HUNDRED TWO DOLLARS AND EIGHTY-THREE CENTS (\$46,402.83); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM THE FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Workflow List:

| | | |
|--|-----------|---------------------|
| Information Technology | Completed | 04/21/2014 1:55 PM |
| Michael Dogan | Completed | 04/21/2014 1:57 PM |
| Susan Garrett | Completed | 04/21/2014 1:58 PM |
| Procurement | Completed | 04/21/2014 3:35 PM |
| Adam Smith | Completed | 04/21/2014 3:58 PM |
| Finance | Completed | 04/21/2014 4:22 PM |
| Mayor's Office | Completed | 05/02/2014 5:42 PM |
| Office of Research and Policy Analysis | Completed | 05/07/2014 11:47 AM |
| Finance/Executive Committee | Pending | |
| Atlanta City Council | Pending | |
| Mayor's Office | Pending | |

| | |
|---|--------------------|
| Certified by Presiding Officer | Certified by Clerk |
| | |
| Mayor's Action <i>See Authentication Page Attachment</i> | |

LEGISLATION HISTORY – BLUE BACK

A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE COOPERATIVE PURCHASING AGREEMENT NUMBER FC-7210 WITH ADCAP NETWORK SYSTEMS, INCORPORATED, PURSUANT TO SECTION 2-1602 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING STATE OF GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES STATEWIDE CONTRACT NUMBER 99999-SPD-T20130508-0001 WITH EMC CORPORATION FOR THE PURCHASE OF HARDWARE, SOFTWARE, PROFESSIONAL SERVICES, AND SUPPORT FOR THE ATLANTAONE NETWORK REFRESH PROJECT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED FORTY-SIX THOUSAND, FOUR HUNDRED TWO DOLLARS AND EIGHTY-THREE CENTS (\$46,402.83); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM THE FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) network infrastructure underwent a system-wide assessment in 2013 in order to begin the initial steps in the City’s Atlanta One Network Environment initiative (“AtlantaONE”); and

WHEREAS, Adcap Network Systems, Incorporated (“Adcap”) performed the network assessment, with the primary goal being to pinpoint end-of-life equipment and end-of-support services that could place the City at risk of network failure; and

WHEREAS, Adcap’s assessment found that more than seventy (70) percent of the City’s network has been deemed End-Of-Life (“EoL”) or End-Of-Support (“EoS”) by the manufacturer due to the age of the equipment; and

WHEREAS, the goal of the AtlantaONE project is to address these issues by replacing the aging equipment, while redesigning the infrastructure to improve network stability, management, and support; and

WHEREAS, pursuant to Article X, Division 15 Intergovernmental Relations of the City of Atlanta Code of Ordinances (the “Code”), the Chief Procurement Officer may procure supplies, services or construction items through contracts established by a public procurement unit outside the City; and

WHEREAS, the Chief Information Officer identified State of Georgia Department of Administrative Services Statewide contract number (“Georgia DOAS SWC#) 99999-SPD-T20130508-0001, with EMC Corporation (“EMC”), as a source for a cooperative purchase necessary for the AtlantaONE network refresh project; and

WHEREAS, the Chief Procurement Officer evaluated and determined that competitive procedures akin to those used by the city were used by the Georgia DOAS in the development of the contract from which the cooperative purchasing agreement was derived and that the cost of the goods, supplies, services or construction are comparable to or less than the cost of the same goods, supplies, services or construction if obtained through city procurements under Division 4 of the City Procurement Code; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer now recommend purchasing hardware, software, professional services, and support, for the AtlantaONE network refresh project.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized to execute, on behalf of the City of Atlanta, Cooperative Purchasing Agreement Number FC-7210 with Adcap, utilizing Georgia DOAS SWC# 99999-SPD-T20130508-0001 with EMC, to purchase hardware, software, professional services, and support for the AtlantaONE network refresh project, in an amount not to exceed Forty-Six Thousand, Four Hundred Two Dollars And Eighty-Three Cents (\$46,402.83).

BE IT FURTHER RESOLVED, that the term of the Agreement will be for five (5) years.

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from the following Fund, Department Organization, Account, and Function Activity (“FDOA”) numbers:

| CoA Dept/ Division | Fund # | Department Organization # | Account # | Function Activity # |
|--------------------------------------|--------|---------------------------|-----------|---------------------|
| TBD. (Funding Source = Capital Fund) | | | | |
| | | | | |
| | | | | |

BE IT FURTHER RESOLVED, that the Chief Procurement Officer, in consultation with the City Attorney, is directed to prepare an agreement for execution by the Mayor or his designee.

BE IT FINALLY RESOLVED, that the Agreement will not become binding on the City, and the City will incur no obligation or liability under it, until it has been approved as to form by the City Attorney or her designee, executed by the Mayor or his designee, attested to by the Municipal Clerk, and delivered to Adcap.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Kieva Morrison

Contact Number: 404-546-7753

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/ Executive Committee

Chief of Staff Deadline: Friday, April 11, 2014

Anticipated Committee Meeting Date(s): Wednesday, April 30, 2014

Anticipated Full Council Date: Monday, May 5, 2014

Legislative Counsel's Signature: [Signature]

Commissioner's Signature: [Signature]

Chief Financial Officer: N/A

Chief Information Officer Signature (for IT Procurements) N/A - signed Commissioner line.

Chief Procurement Officer Signature: [Signature]

CAPTION
A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE COOPERATIVE PURCHASING AGREEMENT NUMBER FC-7210 WITH ADCAP NETWORK SYSTEMS, INCORPORATED, PURSUANT TO SECTION 2-1602 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING STATE OF GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES STATEWIDE CONTRACT NUMBER 99999-SPD-T20130508-0001 WITH EMC CORPORATION FOR THE PURCHASE OF HARDWARE, SOFTWARE, PROFESSIONAL SERVICES, AND SUPPORT FOR THE ATLANTAONE NETWORK REFRESH PROJECT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED FORTY-SIX THOUSAND, FOUR HUNDRED TWO DOLLARS AND EIGHTY-THREE CENTS (\$46,402.83); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM THE FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any) \$46,402.83

Mayor's Staff Only

Received by CPO: _____ (date) Received by LC from CPO: _____

Received by Mayor's Office: Jamice Choi 4/14/14 (date) Reviewed by: [Signature] (date)

Submitted to Council: _____ (date)

Attachment: FC-7210_legis_package_Adcap_EMC section_AtlantaONE (14-R-3592 : Adcap AtlantaONE (EMC section, FC-7210))

Part II: Legislative White Paper:

(This portion of the Legislative Request Form will be shared with City Council members and staff)

A. Committee of Purview: FINANCE/EXECUTIVE**Caption:**

A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE COOPERATIVE PURCHASING AGREEMENT NUMBER FC-7210 WITH ADCAP NETWORK SYSTEMS, INCORPORATED, PURSUANT TO SECTION 2-1602 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING STATE OF GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES STATEWIDE CONTRACT NUMBER 99999-SPD-T20130508-0001 WITH EMC CORPORATION FOR THE PURCHASE OF HARDWARE, SOFTWARE, PROFESSIONAL SERVICES, AND SUPPORT FOR THE ATLANTAONE NETWORK REFRESH PROJECT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED FORTY-SIX THOUSAND, FOUR HUNDRED TWO DOLLARS AND EIGHTY-THREE CENTS (\$46,402.83); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM THE FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Council Meeting Date: Monday, May 5, 2014

Requesting Dept: Information Technology

FAC confirmed by: _____

B. To be completed by the department:**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

DIT would like Council to authorize the execution of Cooperative Purchasing Agreement Number FC-7210 with Adcap, utilizing Georgia DOAS SWC# 99999-SPD-T20130508-0001 with EMC, to purchase hardware, software, professional services, and support for the AtlantaONE network refresh project, in an amount not to exceed \$46,402.83.

2. Please provide background information regarding this legislation.**Background / Justification**

The City of Atlanta ("City") network infrastructure underwent a system-wide assessment in 2013 in order to begin the initial steps in the City's Atlanta One Network Environment initiative ("AtlantaONE").

Adcap Network Systems, Incorporated ("Adcap") performed the network assessment, with the primary goal being to pinpoint end-of-life equipment and end-of-support services that could place the City at risk of network failure.

Adcap's assessment found that more than seventy (70) percent of the City's network has been deemed End-Of-Life ("EoL") or End-Of-Support ("EoS") by the manufacturer due to the age of the equipment.

The goal of the AtlantaONE project is to address these issues by replacing the aging equipment, while redesigning the infrastructure to improve network stability, management, and support.

Recommendation

The Chief Information Officer and the Chief Procurement Officer now recommend purchasing hardware, professional services, and support for the AtlantaONE network refresh project.

3. If Applicable/Known:

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**
Hardware, Professional Services, & Support.
- (b) **Source Selection:** Cooperative Purchasing Agreement
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:**
- (f) **Proposals Received:**
- (g) **Bidders/Proponents:**
- (h) **Term of Contract:** A term not to exceed five (5) years.

4. Fund Account: TBD. Funding source = Capital Fund.

5. Source of Funds: TBD. Funding source = Capital Fund.

6. Fiscal Impact: \$46,402.83

7. Method of Cost Recovery: N/A

This Legislative Request Form Was Prepared By: Kieva Morrison, DIT Legislative Analyst

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE COOPERATIVE PURCHASING AGREEMENT NUMBER FC-7210 WITH ADCAP NETWORK SYSTEMS, INCORPORATED, PURSUANT TO SECTION 2-1602 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING STATE OF GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES STATEWIDE CONTRACT NUMBER 99999-SPD-T20130508-0001 WITH EMC CORPORATION FOR THE PURCHASE OF HARDWARE, SOFTWARE, PROFESSIONAL SERVICES, AND SUPPORT FOR THE ATLANTAONE NETWORK REFRESH PROJECT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED FORTY-SIX THOUSAND, FOUR HUNDRED TWO DOLLARS AND EIGHTY-THREE CENTS (\$46,402.83); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM THE FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) network infrastructure underwent a system-wide assessment in 2013 in order to begin the initial steps in the City’s Atlanta One Network Environment initiative (“AtlantaONE”); and

WHEREAS, Adcap Network Systems, Incorporated (“Adcap”) performed the network assessment, with the primary goal being to pinpoint end-of-life equipment and end-of-support services that could place the City at risk of network failure; and

WHEREAS, Adcap’s assessment found that more than seventy (70) percent of the City’s network has been deemed End-Of-Life (“EoL”) or End-Of-Support (“EoS”) by the manufacturer due to the age of the equipment; and

WHEREAS, the goal of the AtlantaONE project is to address these issues by replacing the aging equipment, while redesigning the infrastructure to improve network stability, management, and support; and

WHEREAS, pursuant to Article X, Division 15 Intergovernmental Relations of the City of Atlanta Code of Ordinances (the “Code”), the Chief Procurement Officer may procure supplies, services or construction items through contracts established by a public procurement unit outside the City; and

WHEREAS, the Chief Information Officer identified State of Georgia Department of Administrative Services Statewide contract number (“Georgia DOAS SWC#) 99999-SPD-T20130508-0001, with EMC Corporation (“EMC”), as a source for a cooperative purchase necessary for the AtlantaONE network refresh project; and

WHEREAS, the Chief Procurement Officer evaluated and determined that competitive procedures akin to those used by the city were used by the Georgia DOAS in the development of the contract from which the cooperative purchasing agreement was derived and that the cost of the goods, supplies, services or construction are comparable to or less than the cost of the same goods, supplies, services or construction if obtained through city procurements under Division 4 of the City Procurement Code; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer now recommend purchasing hardware, software, professional services, and support, for the AtlantaONE network refresh project.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized to execute, on behalf of the City of Atlanta, Cooperative Purchasing Agreement Number FC-7210 with Adcap, utilizing Georgia DOAS SWC# 99999-SPD-T20130508-0001 with EMC, to purchase hardware, software, professional services, and support for the AtlantaONE network refresh project, in an amount not to exceed Forty-Six Thousand, Four Hundred Two Dollars And Eighty-Three Cents (\$46,402.83).

BE IT FURTHER RESOLVED, that the term of the Agreement will be for five (5) years.

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from the following Fund, Department Organization, Account, and Function Activity (“FDOA”) numbers:

| CoA Dept/ Division | Fund # | Department Organization # | Account # | Function Activity # |
|---------------------------------|--------|---------------------------|-----------|---------------------|
| TBD. | | | | |
| (Funding Source = Capital Fund) | | | | |
| | | | | |
| | | | | |

BE IT FURTHER RESOLVED, that the Chief Procurement Officer, in consultation with the City Attorney, is directed to prepare an agreement for execution by the Mayor or his designee.

BE IT FINALLY RESOLVED, that the Agreement will not become binding on the City, and the City will incur no obligation or liability under it, until it has been approved as to form by the City Attorney or her designee, executed by the Mayor or his designee, attested to by the Municipal Clerk, and delivered to Adcap.

Attachment: FC-7210_legis_package_Adcap EMC section_AtlantaONE (14-R-3592 : Adcap AtlantaONE (EMC section, FC-7210))

Adcap Network Systems, Inc
10400 Old Alabama Rd Connector, Suite 100
Alpharetta, GA 30022

Main: 877-462-3227
Fax: 678-456-6756
Email: tmckinney@adcapnet.com
Web: www.adcapnet.com



We have prepared a quote for you

ONEAtlanta - EMC

Quote #GA004925

Version 1

Atlanta City of

Attachment: FC-7210_legis_package_Adcap_EMC section_AtlantaONE (14-R-3592 : Adcap AtlantaONE (EMC section, FC-7210))



Prepared For
 Atlanta City of
 Kelvin Brooks
 55 Trinity St
 Atlanta, GA 30303
 kdbrooks@AtlantaGa.Gov
 4043306110

Prepared By
 Todd Mckinney
 Phone: 678-537-6193
 Email: tmckinney@adcapnet.com

Inside Representative
 Greg Harris
 Phone: 678-537-6185
 Email: gharris@adcapnet.com

| Mfg | Part # | Description | Qty | Price | Extension |
|-----|---------------|--|-----|-----------------|--------------------|
| EMC | VNX53D156015F | VNX5300 DPE; 15X3.5 DRV FD IN; 8X600 15K | 1 | \$14,821.10 | \$14,821.10 |
| EMC | V31-DAE-N-15 | 3U DAE WITH 15X3.5 INCH DRIVE SLOTS | 1 | \$1,652.00 | \$1,652.00 |
| EMC | V3-VS10-600 | 3.5 IN 600GB 10K 6GB SAS DISK DRIVE | 12 | \$574.00 | \$6,888.00 |
| EMC | VNX53-KIT | DOCUMENTATION KIT FOR VNX5300 | 1 | \$0.00 | \$0.00 |
| EMC | PS-BAS-ADMONR | MONITORING AND REPORTING IMPLEMENT | 1 | \$1,832.10 | \$1,832.10 |
| EMC | M-PREHW-001 | PREMIUM HARDWARE SUPPORT | 1 | \$7,022.43 | \$7,022.43 |
| EMC | M-PRESW-001 | PREMIUM SOFTWARE SUPPORT | 1 | \$5,193.60 | \$5,193.60 |
| EMC | WU-PREHW-001 | PREMIUM HARDWARE SUPPORT-WARR UPG | 1 | \$2,256.10 | \$2,256.10 |
| EMC | VNXSPSAS | 2ND OPTIONAL SPS FOR VNX 51/53 | 1 | \$344.40 | \$344.40 |
| EMC | UNIB-V53 | UNISPHERE BLOCK & VNX OE VNX 5300 | 1 | \$4,489.10 | \$4,489.10 |
| EMC | ADMNRP5300 | VNX MONITORING AND REPORTING-5300 | 1 | \$560.00 | \$560.00 |
| EMC | VSPMXGFCOOPAS | VNX5300 2 PT FCOE IO MOD PAIR-SFP | 1 | \$1,344.00 | \$1,344.00 |
| | | | | Subtotal | \$46,402.83 |

| Recap | Amount |
|--------------|--------------------|
| EMC | \$46,402.83 |
| Total | \$46,402.83 |

Attachment: FC-7210 legis_package_Adcap_EMC section_AtlantaONE (14-R-3592 : Adcap AtlantaONE (EMC section, FC-7210))



Terms and Conditions

SLED:

- 1a. Upon acceptance of the Agreement by both parties, Adcap agrees that the attached quotation prices in Appendix F are binding and represent a fixed fee for which all quoted services will be performed.
- 1b. Tax is not included in the price unless specifically listed.
- 2. Service maintenance window valid for 30 days per site after purchased equipment is put into production.
- 3. For purchases less than \$25,000 the total amount due will be invoiced upon equipment delivery and/or project completion.
- 4. For purchases in excess of \$25,000 the following terms apply.
 - 4a. Invoice A: The total balance of equipment and manufacturer's support will be billed on delivery to a customer controlled location.
 - 4b. Invoice B: The total balance of project based services will be billed upon project close out.
- 5a. Customers who have yet to establish trade credit (new customers) are required to pay 50% of the service and product total before any order over \$2,500 is processed.
- 5b. Once trade credit has been established the billing and credit terms outlined above will apply.
- 6. Purchase terms are net 30 on invoices after the initial invoice of 50% (which is due immediately) as outlined above.
- 7. Invoices not paid within 30 days from invoice date subject to 1.5% interest charge accrued monthly.
- 8. Invoices or purchases paid by credit card in excess of \$25,000 are subject to an additional 3% transaction fee.
- 9. If the purchase is financed, the financing agreement shall include progress payments in accordance with payment terms in section 4 at a minimum.
- 10. A Master Service Agreement (MSA) is required to perform services; acceptance of this agreement indicates acceptance of the Adcap Network Systems MSA if no other mutually agreed upon MSA is in effect.
- 11. Adcap agrees to pay all of its own travel and other expenses incurred in connection with its performance under this Agreement and agrees that it shall not be entitled to reimbursement from Customer for such expenses unless explicitly agreed upon.
- 12. Adcap will require a restocking fee of 8% on all returned items. Eligible items will only be considered for return within 30 days of purchase.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Statement of Work

for

City of Atlanta

For Services as part of:

GA003594

Statement of Work

- Document History 4
- Training and System Acceptance..... 5
 - Training: 5
 - System Acceptance: 5
- Network Services Assumptions 6
 - Adcap Network Systems, Inc..... 6
 - City of Atlanta 7
 - Third Party Vendors 7
 - Customer Project Manager 8
 - Change Scope of Work / Change Control..... 8
- Post Installation Support 9
 - Thirty (30) Day Post-Installation Support..... 10
- Customer Project Team Composition Requirements..... 13
- Assumptions 15
 - Expectations of City of Atlanta 15
 - Project Workshops..... 15
 - Facilities 15
 - WAN/Telco Provisioning..... 15
 - Sparing Strategy..... 16
 - Closet Cutover 16
 - Patch Cabling 16
- Implementation..... 17
 - Overview 17

Design Narrative..... 17

Payment Schedule for Professional Services 20

Project Milestones 20

Equipment Deployment 21

Implementation – Additional Inclusions and Exclusions 28

 Additional included items 28

 Specific Exclusions..... 28

High Level Diagrams 29

Standard Timeline for Deployment..... 33

Change Request Process 35

Acceptance 36

Appendix A. Adcap Service Rates 38

Appendix B. Equipment List and Price Quotation 39

Adcap Point of Contact:
 Name: Todd McKinney
 Phone: 678-537-6193
 Email: tmckinney@adcapnet.com

Contract Info

Supplier Contracts

99999-SPD-T20130508-0001 (Storage/Backup and Recovery)

Close

Contract Summary

Contract: 99999-SPD-T20130508-0001 (Storage/Backup and Recovery)

Supplier: EMC

Contract Info

General

Contract Number 99999-SPD-T20130508-0001

Contract Name Storage/Backup and Recovery

Contract Type Convenience Statewide Contract

Supplier Name EMC

Active ✓

Contract Status Non-Catalog Live in TGM

Description

Effective Date 5/8/2013 12:00 AM EST

Expiration Date 5/31/2014 11:59 PM EST

Details

Hard Copy Location

Contract URL Link

- Information Sheet
- Benefit Sheet
- Contractor E-Verify Affidavit
- Approved Reseller List
- EMC External Website

Supporting Documents

Related Contract(s)

Group Category Name Technology

Catalog Type Non-Catalog

Controls

Owners

Beverly Alexander Email Beverly.Alexander@doas.ga.gov

Phone +1 (404) 656-5345

PO Clauses

There are no PO clauses associated with this contract.

Close

Supplier Info

Close

Supplier | **Contracts**

EMC

Address: EMC
 Fulfillment Address 1:
 10145 Pacific Heights Blvd.
 San Diego, CA 92121

DUNS No.: 027697080
 Supplier Number: 0000016228
 Active:
 Phone No.: +1 (770) 814-3600
 Toll-Free Phone No.: +1 (888) 429-6721
 Fax No.:
 E-mail:
 Tax Identification Number: 042680009
 Default NIGP (for Punchout catalogs):

Primary Contact

Name: Gary E. Shoemaker
 Phone No.: +1 (512) 283-1858
 Toll-Free Phone No.: +1 (888) 429-6721
 Fax No.:
 E-mail: shoemaker_gary@emc.com

Attachment: FC-7210_legis_package_Adcap_EMG section_AtlantaONE (14-R-3592 : Adcap AtlantaONE (EMC section, FC-7210))

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27161**

This Addendum is entered into by and between **EMC, Corporation ("EMC" or "Contractor")** and the **Georgia Department of Administrative Services ("DOAS")** on behalf of the State of Georgia (the "Participating State" or "State") to utilize the Master Price Agreement by and between Contractor and the State of Minnesota Department of Administration. This Addendum shall be effective as of the date it is fully executed (the "Effective Date").

In consideration of the mutual promises contained in this Addendum and of the mutual benefits to result, the parties hereby agree as follows:

1. Scope

This Addendum establishes Contractor as a (1) non-exclusive, non-mandatory source of supply for all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities unless DOAS grants a waiver and (2) a non-exclusive, non-mandatory source of supply to all other State of Georgia governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to make purchases pursuant to this Addendum shall be referred to collectively as Authorized Users. The parties agree that the scope of this Addendum is limited and expressly excludes printers and leasing.

With respect to any "Educational Discount Price", as that term is defined by the WSCA/NASPO PC Contract, offered by Contractor pursuant to this Addendum, the parties agree that the following Authorized Users shall be eligible to receive any Educational Discount Price: Board of Regents of the University System of Georgia and all of its colleges and universities, the Technical College System of Georgia (formerly the Department of Technical and Adult Education) and all of its technical schools, the State Board of Education, Georgia Department of Education, the Georgia Academy for the Blind, Georgia School for the Deaf, Atlanta Area School for the Deaf, public K-12 schools, public boards of education, "local school systems" and "local units of administration" as those terms are defined by O.C.G.A. Section 20-2-242, and any other Authorized User identified by the parties as an educational entity.

2. Participation

Pursuant to O.C.G.A. Section 50-5-57, DOAS hereby certifies the Contractor as a source of supply to Authorized Users for the goods and services available to Authorized Users pursuant to this Addendum. Orders shall be placed individually and from time to time by Authorized Users. The execution of this Addendum only establishes the Contractor as an authorized source of supply by DOAS and creates no financial obligation on the part of DOAS. Authorized Users are solely and individually financially responsible for their respective purchases.

3. Changes:

This Addendum incorporates the Master Price Agreement and the terms and conditions contained therein except to the extent as expressly changed or modified by this Addendum.

- a. Section 6C., paragraph 2, Payment of Taxes: Delete Paragraph 2 in its entirety and replace with the following:

Taxes. Authorized Users are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. Authorized Users are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.

- b. Section 7 Agreement Term. Delete paragraph in its entirety and replace with the following:

The term of this Addendum shall be from the Effective Date through **August 31, 2014** unless terminated earlier in accordance with the applicable terms and conditions. DOAS shall have the right, subject to Contractor's consent, to extend the Addendum for an additional period of time provided the Master Agreement is in effect for such time period. This Addendum shall terminate automatically upon the termination, for any reason, of the Master Agreement.

- c. Section 8 Termination. Add new subsection E. "Termination of the Addendum" which shall read as follows:

E. Termination of the Addendum. Following thirty (30) days' written notice by DOAS to Contractor, DOAS may terminate the Addendum in whole or in part without the payment of any penalty or incurring any further obligation to Contractor; provided, however, termination of the Addendum shall not relieve any Authorized User from that Authorized User's obligation to pay for products shipped and services rendered to and accepted by the Authorized User prior to such termination. Either party may terminate this Addendum for cause based upon material breach of this Addendum by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to cure not to exceed thirty (30) days. Following termination of this Addendum for any reason, Contractor shall be entitled to compensation from the Authorized User(s) in accordance with Section 8.D. "The Contractor's Rights" of the Master Price Agreement.

- d. Section 12 Patent, Copyright, Trademark and Trade Secret Indemnification. Modify as follows:

Add the following to Subsection A.2.:

"...provided that such defense or settlement of any claim shall be subject to the prerogatives of the Georgia Attorney General."

Add new section D which shall read as follows:

D. Contractor's obligation to indemnify the Participating State, DOAS and Authorized Users will survive the expiration or termination of this Addendum for any reason.

- f. Section 20 Records and Audits. Delete this provision in its entirety and replace with the following:

20. **Record Retention and Audit Rights.** Contractor shall, and shall cause each of its subcontractors to, maintain accurate books, records, documents and other evidence concerning Contractor's financial status, invoicing and shipping records for the provision of Equipment and performance of Services under this Agreement and records related to payment of the Administrative Fees (collectively, "Records") for the latter of: (a) five (5) years after payment for such product or service, (b) for such period (if any) as is required by applicable statute. Contractor's accounting procedures and practices shall conform to generally accepted accounting principles ("GAAP") and the charges properly applicable to this Addendum shall be readily ascertainable therefrom. The Auditor of the State of Georgia, or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, shall have the right, exercisable at any reasonable time during normal business hours, to inspect and audit any Records pertaining directly to the products or services acquired under this agreement. Upon request, Contractor shall deliver the required documentation and records on the date and at the location specified by DOAS or State Auditor or other duly authorized officer of the State of Georgia. DOAS shall provide at least five business days prior written notice to Contractor prior to beginning an audit.

The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, DOAS reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement up to a combined maximum of \$10,000 over the life of the Master Agreement and this Addendum. Evidence of criminal conduct will be turned over to the proper authorities.

- g. Section 24 Indemnification, Hold Harmless and Limitation of Liability, Paragraph 1, is deleted in its entirety and replaced with the following:

The Contractor agrees to indemnify and hold harmless the State of Georgia and State officers, employees, agents, and volunteers (collectively, "Indemnitees") from third party claims of direct personal injury, bodily injury or death of any person or direct damages to tangible property to the extent caused by any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor not employed by the Indemnitees that is utilized or employed by the Contractor in the performance of this Addendum and, in connection with such claims, Contractor shall pay all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Georgia Attorney General's Office awarded by a court of final decision, related to or arising from the negligent acts or omissions of Contractor, its agents, officers, employees or subcontractors.

The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. The Indemnitees shall give Contractor prompt notice of any claim or potential claim covered by this section; provided, however, that failure to give such notice shall not limit Contractor's obligations hereunder except to the extent Contractor is prejudiced thereby. No settlement or compromise of any claim, loss or damage entered into

by the Indemnitees shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnitees unless approved in writing by the Indemnitees and such approval shall not be unreasonably withheld.

If and to the extent such damage or loss as covered by this Indemnification provision is covered by the State of Georgia Tort Claims Fund (the "Fund"), Contractor agrees to reimburse the Fund; provided, however, that Contractor shall not have to reimburse the Fund for payments related to or arising from claims not covered by Contractor through this Indemnification provision.

The foregoing indemnification obligation shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the acts or omissions of the Indemnitees. Contractor's obligation to indemnify the Indemnitees will survive the expiration or termination of this Addendum for any reason.

Further, nothing in this Addendum or the Master Agreement shall create an indemnification obligation by the State of Georgia, DOAS and/or Authorized Users.

h. Add new Section as follows:

58. **Vendor Lobbyist Certification.** Contractor hereby certifies that, as of the Effective Date of this Agreement, any lobbyist employed by Contractor has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This Agreement may be declared void at DOAS' sole discretion, if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.

i. Add new section as follows:

59. **Non-exclusivity.** This Addendum is entered into solely for the convenience of the State of Georgia, and in no way precludes DOAS, the State of Georgia or any Authorized Users from obtaining like goods from other suppliers upon prior approval of the DOAS. Such approval shall be made at the sole discretion of the DOAS, and shall be conclusive. Such approval shall only be granted when it is deemed to be in the best interest of the State to do so.

j. Add new section as follows:

60. **Georgia Administrative Fee.** Pursuant to Section 44(B) of the Master Agreement, the parties agree that Contractor shall collect an administrative fee of one and one half percent (1.5%) (hereinafter, the "Fee" or "Fees") on all sales pursuant to this Addendum. Contractor shall implement the Fee without change to the price of products and services. This Fee will be collected by the Contractor and remitted to DOAS in accordance with the following paragraphs.

A. **Quarterly Payment and Sales Reporting Requirements.** The parties agree that the collected Fees and the corresponding Quarterly Sales Report, which identifies the total sales pursuant to this Addendum for the corresponding fiscal quarter, shall be submitted

by Contractor to DOAS. The Quarterly Sales Report shall be in the format mutually agreeable to the parties. The report will contain substantially the same data fields as listed in Exhibit B attached hereto. The total sales reported in the Quarterly Sales Report and the submission of the corresponding Fees should be limited to sales in which the Contractor has received payment from the Authorized User. The Fees and the Quarterly Sales Report must be received by DOAS on or before the Contractor's Payment Due Date as defined in the table below:

| DOAS' Fiscal Quarters | Months | Contractor's Payment Due Date |
|-----------------------|---|---|
| Quarter 1 | July 1 st – September 30 th | <u>November 15th</u> |
| Quarter 2 | October 1 st – December 31 st | <u>February 15th</u> |
| Quarter 3 | January 1 st – March 31 st | <u>May 15th</u> |
| Quarter 4 | April 1 st – June 30 th | <u>August 15th</u> |
| ----- | ----- | <u>30 calendar days following the termination of this Addendum for any reason</u> |

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report. In the event no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating no sales have occurred. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, Contractor shall remit a check payable to DOAS for the Fees, which check shall include the note "administrative fee" and the contract number. Contractor shall remit the check to:

Department of Administrative Services
Finance and Administration Division Director
200 Piedmont Avenue, S.E.
Suite 1820, West Tower
Atlanta, Georgia 30334-9010

At the same time, Contractor shall also submit an electronic "soft" copy of the Quarterly Sales Report to the DOAS Issuing Officer. By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Contractor via electronic funds transfer (EFT).

- B. Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit in accordance Section 20 "Records and Audits" as amended by this Addendum. In no event shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of this Addendum for any reason.
- C. Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee amount at any time subject to Contractor's written consent. In addition, in conjunction with implementation of an on-line procurement system, Contractor agrees to work with DOAS to revise collection and reporting requirements as reasonably necessary and as mutually agreed by both parties.
- D. Late Payment Fee. In the event DOAS does not receive the Contractor's payment of the Fees on or before the Contractor's Payment Due Date, the parties agree the Contractor must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$$\begin{aligned} &(\text{Administrative Fee Amount Due}) \times (18\%) = X \\ &X / 365 \text{ (366 for leap years)} = Y \\ &Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed} \end{aligned}$$

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund the overpayment amount to the Contractor no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor's overpayment of Fees.

- E. Default. **THE PARTIES AGREE THE CONTRACTOR'S RESPONSIBILITY TO COLLECT AND REMIT THE ADMINISTRATIVE FEE ON BEHALF OF DOAS IS A SERIOUS RESPONSIBILITY AS THE CONTRACTOR IS HANDLING STATE FUNDS.** Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring Contractor in default. In the event Contractor breaches the provisions of Section 60 "Georgia Administrative Fee" and fails to cure such breach upon written notice and an opportunity to cure, DOAS shall have the right to terminate this Addendum and recover actual and reasonable procurement costs in addition to all outstanding Fees and interests. In the event DOAS elects to recover procurement costs from Contractor, DOAS must act in good faith to mitigate such procurement costs.

k. Add new section as follows:

61. Quarterly Business Review Meetings. Upon DOAS' request, Contractor shall participate in quarterly business review meetings, which meetings may include but are not limited to a review of the Contractor's contract performance, products changes, and proposed improvements. The quarterly business review meeting agenda shall be jointly developed by DOAS and Contractor.

l. Add new section as follows:

62. Virtual Catalog Cooperation. Contractor shall comply with the provisions of Exhibit A "Virtual Catalog Cooperation" of this Addendum.

m. Add new section as follows:

63. Insurance. The following requirements shall be adhered to by the Contractor throughout the duration of the Addendum and as may otherwise be specified herein. Contractor shall procure and maintain insurance which shall protect the Contractor and the State of Georgia, DOAS and Authorized Users (as an additional insured to the extent of Contractor's indemnity obligations) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in this Addendum. Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage. In addition, the insurance certificate must provide the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, and limits of liability,);

Contractor is required to maintain the following insurance coverage, at a minimum, for the duration of the Addendum:

A. Workers' Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating that Contractor qualifies to pay its own worker compensation claims.) The workers' compensation policy must include coverage with employer's liability limits of:

| | |
|--|-----------|
| Bodily injury by accident – per employee | \$100,000 |
| Bodily injury by disease – per employee | \$100,000 |
| Policy Limits | \$500,000 |

In addition, Contractor shall cause all Subcontractors occupying the premises or performing work under this Addendum to obtain an insurance certificate showing proof of Workers' Compensation Coverage.

- B. Commercial General Liability Policy (Occurrence) shall include contractual liability coverage to protect the state and must be on an "occurrence" basis.

| | |
|---|-------------|
| General Aggregate including Products and Completed Operations | \$1,000,000 |
| Each Occurrence | \$1,000,000 |

- C. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Addendum.

| | |
|------------------------|-------------|
| Combined Single Limit: | \$1,000,000 |
| | |

- D. The coverage afforded under the policies should not be canceled, allowed to lapse, or allowed to expire for any reason (other than non-payment of premium) until the insurer takes commercially reasonable efforts to provide at least thirty (30) calendar days prior written to DOAS. A Certificate of Insurance showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under this Addendum. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia, with an A.M. Best Company rating of A- and signed by an authorized agent. All such coverage shall remain in full force and effect during the initial term of the Addendum and any renewal or extension thereof.

- n. Add new section as follows:

64. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services pursuant to this Addendum are either lawful employees of Contractor or lawful employees of a subcontractor authorized by DOAS. All persons assigned to perform services shall be qualified and shall possess all professional licenses required to perform the services.

- o. Add new section as follows:

65. **State Security.** DOAS requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide services to the State on State premises. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Addendum if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Addendum. Such access may be terminated at the sole discretion of the Authorized User. Contractor shall provide immediate notice to DOAS of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. Contractor represents and warrants that Contractor shall provide notice to DOAS of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or Information technology

infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

p. Add new section as follows:

66. Drug Free Workplace. Contractor hereby certifies as follows:

- A. Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Addendum; and
- B. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Addendum; and
- C. Contractor will secure from any subcontractor hired to work on any job assigned under this Addendum the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Addendum pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."
- D. Contractor may be suspended, terminated, or debarred if it is determined that:
 - i. Contractor has made false certification herein above; or
 - ii. Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

q. Add new section as follows:

67. Notice of Intent to Litigate. In addition to any dispute resolution procedures otherwise required under this Addendum or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Addendum may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action.

r. Add new section as follows:

68. Integration. This Addendum represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Addendum.

s. Add new section as follows:

69. Assignment and Delegation. This Addendum may not be assigned, transferred or conveyed in whole or in part without the prior written consent of DOAS.

t. Add new section as follows:

70. **Amendments.** The Addendum may be amended in writing from time to time by mutual consent of the parties. All amendments to the Addendum must be in writing and fully executed by duly authorized representatives of DOAS and Contractor.

4. **Intentionally Omitted.**

5. **Intentionally Omitted.**

6. **Primary Contacts**

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Susan Kahle
 Address: 112 Admin Bldg, St Paul, MN 55155
 Telephone: (651) 201-2434
 Fax: (651) 297-3996
 E-mail: Susan.kahle@state.mn.us

Contractor

Name: Kristine French
 Address: 2999 Douglas Blvd., #275, Roseville, CA 95661
 Telephone: 916-797-7044
 Fax: 888-580-6069
 E-mail: kristine.french@emc.com

Participating State

Name: Beverly Alexander
 Address: 200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta, GA 30334-9010
 Telephone: 404-656-5345
 Fax: 404-657-8444
 E-mail: beverly.alexander@doas.ga.gov

7. **Servicing Subcontractors:**

Servicing Subcontractors must be approved by both DOAS and Contractor.

All orders are to be issued directly to: either Contractor or a servicing subcontractor approved by DOAS.

And all payments are to be issued to: either Contractor or a servicing subcontractor approved by DOAS.

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number: 99999-SPD-

BAA
CSA

T20130508-0001; and the Master Price Agreement Number: B27161.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

EMC Corporation ("EMC" OR "CONTRACTOR")

Joseph F. Spaniol, III
Authorized Signature

05/06/13
Date

Joseph F. Spaniol, III, Vice President, Federal & Public Sector
Printed Name and Title of Person Signing

8444 Westpark Dr., Suite 700
McLean, VA 22102
Company Address

DEPARTMENT OF ADMINISTRATIVE SERVICES ("DOAS")

Leslie Lowe
Authorized Signature

5-8-13
Date

Leslie Lowe, Deputy Commissioner – State Purchasing Division
Printed Name and Title of Person Signing

200 Piedmont Ave., SE, Suite 1308 West Tower, Atlanta, GA 30334-9010
Company Address

Attachment: FC-7210_legis_package_Adcap_EMCC_section_AtlantaONE (14-R-3592 : Adcap AtlantaONE (EMC section, FC-7210))

EXHIBIT A

Virtual Catalog Cooperation

Team Georgia Marketplace™ Virtual Catalog

In June 2008, DOAS entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable state customers to access a central online website to view and/or shop the goods and services available from existing statewide contracts as further described in that agreement. The central online website is referred to as Team Georgia Marketplace™ and the catalog site is referred to as the Virtual Catalog.

Supplier's Interface with the Virtual Catalog

To be eligible for contract award, the Offeror must agree to cooperate with DOAS and SciQuest (and any authorized agent or successor entity to SciQuest) in the event DOAS selects this statewide contract to be exhibited on the Virtual Catalog. At a minimum, the Offeror agrees to the following:

1. Offeror agrees, upon DOAS' written request, to work with DOAS within thirty (30) days' of such request to develop a punch-out catalog. Offeror will cooperate with DOAS and SciQuest to create a schedule to enable the integration of the Offeror's statewide contract offering into the Virtual Catalog within this thirty (30) day time period.
2. Offeror will join the SciQuest Supplier Network (SQSN) and will have the option of using the SciQuest's Supplier Portal to extract the Offeror's catalog and pricing, upload products, pricing and images into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Offeror can receive orders through electronic delivery or through low-tech options such as e-mail and fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 919-659-2152.
3. Offeror will support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. The State of Georgia reserves the right to migrate to future versions of the UNSPSC and the Offeror will be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.
4. A punch-out catalog will be provided by the Offeror. **The catalog must be strictly limited to the Offeror's awarded contract offering (e.g. products and/or services not authorized through the resulting statewide contract should not be viewable by User Agencies).**
 - a. **Punch-Out Catalog.** By providing a punch-out catalog, the Offeror is providing its own online catalog, which must be capable of being integrated with the Virtual Catalog as follows: Standard punch-in via Commerce extensible Markup Language (cXML). In this scenario, the Offeror ensures its online catalog marketplace is up-to-date by periodically updating the offered products/services and pricing listed on its online catalog. If awarded multiple contracts, Offeror agrees to maintain a single Punch-out site and be able to provide the

- appropriate contract id on each item returned to SciQuest. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Offeror also agrees to provide e-Quote functionality to facilitate volume discounts.
5. **Minimum Requirements:** Whether the Offeror is providing a hosted catalog or a punch-out catalog, the Offeror agrees to meet the following requirements:
 - a. Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Offeror is authorized to provide in accordance with the statewide contract; and
 - b. The accuracy of the catalog must be maintained by Offeror throughout the duration of the statewide contract between the Offeror and DOAS; and
 - c. The Catalog must include a State-specific contract identification number; and
 - d. The catalog must include detailed product line item descriptions; and
 - e. The catalog must include pictures when possible;* and
 - f. The catalog must include any additional DOAS content requirements such as page layout, contact information, etc.
 - g. **Revising Pricing and Product Offerings:** Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) will match that of the WSCA pricelist, must be pre-approved by DOAS and will be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no statewide contract showcased in the Virtual Catalog may include price changes on a more frequent basis than once per month.
 6. Offeror must be able to accept Purchase Orders via fax, e-mail, cXML or EDI INT AS 12.
 - a. For Purchase Orders received via email, the Offeror must provide a dedicated email address (i.e. orders@company.com) that is monitored during normal business hours.
 - b. The Offeror is required to provide positive confirmation via phone or email within 24 hours of the Offeror's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Offeror must provide positive confirmation via phone or email on the next business day.
 8. Offeror agrees that DOAS controls which contracts appear on the Virtual Catalog and that DOAS may elect at any time to remove any supplier's offering from the Virtual Catalog.

*Details regarding the submission of image files and catalog content will be discussed and agreed to by DOAS and Offeror during the enablement process; however, the following represents key information regarding the submission of product image files that may be agreed to by the parties:

- o Provide URL links to the product images (preferred method) or actual image files (In gif, jpeg and other commonly used formats) for all of the items in the Offeror's catalog that will be hosted by the Virtual Catalog. These images are displayed to the customer directly in search results as well as in the product details window.
- o Provide the actual image files in a 'zip archive'. Please go to www.winzip.com to download the WinZip® application that is needed to create such an archive as well as additional details about using WinZip® application.
- o Provide only one image per product.
- o Color pictures are preferred; however, black and white pictures or drawings are acceptable if this is the current standard for the Offeror's business marketing.

- Please note the Virtual Catalog prefers jpg format for image files (280X280 pixels) although images in many other formats are accepted.
 - When an image is in jpg format, it is resized to 280X280 pixels, if necessary, to maintain a consistent appearance for the Virtual Catalog.
 - When an image is in a format other than jpg, it will be converted to jpg and resized to 280X280 pixels to maintain a consistent appearance for the Virtual Catalog.
- As products change, updated image files must be submitted to update the Virtual Catalog.
- Provide a corporate logo image in the following sizes. Logo will be used for display on the Supplier/Contract profile.
 - 30 pixels (H) x 70 pixels (W)
 - 50 pixels (H) x 115 pixels (W)
 - 300 pixels (H) x 200 pixels (W)

In rare instances where an image is not available, SciQuest and DOAS will work with the Offeror to determine the best solution for advertising the Offeror's offering.

**** Existing suppliers in the SQSN normally host one (1) general product catalog that is made available for all customers. This avoids duplication of effort for the supplier and brings improvements to the catalog to all customers at once. It is rare that individual customers have needs that are not also required by others. SciQuest does not prohibit 'private' catalogs, but recommends review of requirements with the supplier enablement consultants and the suppliers in question first. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different Georgia agencies. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the person viewing the catalog.**

In the event DOAS selects this statewide contract to be included on the Virtual Catalog, SciQuest's technical documentation will be provided to the Offeror after (1) the Offeror has been formally invited by DOAS to join the Virtual Catalog and (2) the Offeror has joined the SciQuest supplier network and signed up for SciQuest's Supplier Portal. These services will be provided by SciQuest at no additional cost to the Offeror. Offeror agrees that Offeror's statewide contract pricing includes any and all costs to the Offeror in complying with these provisions.

The Board of Regents and select colleges currently maintain separate instances of certain statewide contracts through SciQuest. In the event Board of Regents or one or more colleges elects to publish the resulting statewide contract in the board/college's SciQuest catalog, the awarded supplier agrees to work in good faith with the board/college to implement the catalog. DOAS does not anticipate that this will require additional efforts by the awarded supplier; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs or related integrations (i.e., electronic order submission, e-invoicing, etc.). Suppliers are welcome to submit questions regarding this requirement during the Q&A period and/or during the Offerors' Conference.

*Legislative Summary***Committee of Purview**

A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

Caption:

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE COOPERATIVE PURCHASING AGREEMENT NUMBER FC-7210 WITH ADCAP NETWORK SYSTEMS, INCORPORATED, PURSUANT TO SECTION 2-1602 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING STATE OF GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES STATEWIDE CONTRACT NUMBER 99999-SPD-T20130508-0001 WITH EMC CORPORATION FOR THE PURCHASE OF HARDWARE, SOFTWARE, PROFESSIONAL SERVICES, AND SUPPORT FOR THE ATLANTAONE NETWORK REFRESH PROJECT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED FORTY-SIX THOUSAND, FOUR HUNDRED TWO DOLLARS AND EIGHTY-THREE CENTS (\$46,402.83); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM THE FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Council Meeting Date:

May 5, 2014

Contract Type:

Cooperative Purchasing Agreement

Source Selection:

N/A

Proposals Due:

N/A

Invitations Issued:

N/A

Proposals Received:

N/A

Background:

The City of Atlanta's (the "City") network infrastructure underwent a system-wide assessment in 2013 in order to begin the initial steps in the City's Atlanta One Network Environment initiative ("AtlantaONE"). Adcap Network Systems, Incorporated ("Adcap") performed the network assessment, with the primary goal being to pinpoint end-of-life equipment and end-of-support services that could place the City at risk of network failure. Adcap's assessment found that more than seventy (70) percent of the City's network has been deemed End-Of-Life or End-Of-Support by the manufacturer due to the age of the equipment. The goal of the AtlantaONE project is to address these issues by

replacing the aging equipment, while redesigning the infrastructure to improve network stability, management, and support.

Fund Account Center: TBD. Funding source = Capital Fund.

Fiscal Impact (if any): \$46,402.83

Term of Contract: A term not to exceed five (5) years.

Method of Cost Recovery: N/A

Approvals:

DOF:

DOL:

Approved

Prepared By: Eugene F. Fuller, Jr., Esq., Contracting Officer (404) 865-8709

Contract Number: FC-7210

Attachment: FC-7210_legis_package_Adcap_EMG section_AtlantaONE (14-R-3592 : Adcap AtlantaONE (EMC section, FC-7210))



[Home](#)

ADCAP NETWORK SYSTEMS, INC. Control Number: 11096290

[Main](#) [Reports](#) [Officers](#) [Filing History](#)

Entity Info

Entity Id 4236636

Key Indicators

Model Type Corporation

Locale Domestic

Qualifier For-Profit

Business Name ADCAP NETWORK SYSTEMS, INC.

Registration Date 1/01/2012

Entity Status Active/Compliance

Entity Status Date 2/07/2014

Foreign Name

Date of Organization

State Georgia

Country

Principal Office Address

PRINCIPAL

Line1 10400 Old Alabama Rd Conn

Line2 Suite 100

City Alpharetta **State** Georgia **Zip** 30022

Agent

Is non-commercial Registered Agent? Yes

Name Bodker, Brian D

Address

Line1 3490 Piedmont Road Suite 1400

Line2

City Atlanta **State** Georgia **Zip** 30305

Email

Previous Names

| Name Changed From | Name Changed To | Surviving Entity Id | Cancelled Entity Id | Effective Date | Due Date | File Number | Actions |
|-------------------|-----------------|---------------------|---------------------|----------------|----------|-------------|---------|
|-------------------|-----------------|---------------------|---------------------|----------------|----------|-------------|---------|

No Miscellaneous Filings were found.

Attachment: FC-7210_legis_package_Adcap_EMC section_AtlantaONE (14-R-3592 : Adcap AtlantaONE (EMC section, FC-7210))

Navigation icons: back, forward, search, and a dropdown menu showing '15'.

[Return to Home](#)

Attachment: FC-7210_legis_package_Adcap_EMCM_section_AtlantaONE (14-R-3592 : Adcap AtlantaONE (EMC section, FC-7210))



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1900
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
asmith@atlantaga.gov

MEMORANDUM

TO: Councilmember Alex Wan
Chair, Finance Executive Committee

FROM: Adam L. Smith *AS. 4/10/14*

RE: Cooperative Purchasing Agreement FC-7210 with AdCap Network Systems, Inc.,
utilizing State Of Georgia Department of Administrative Services Statewide Contract
Number 99999-SPD-T20130508-0001

DATE: April 10, 2014

This memorandum is to certify that the above-referenced Cooperative Agreement was competitively procured in a manner consistent and pursuant to sections 2-1602, 2-1604, 2-1606 and 2-1608 of the Procurement and Real Estate Code. We reviewed the terms of the Agreement and determined that the costs for the goods/services are competitive and comparable.

If you have any questions or need additional information, please do not hesitate to contact me.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

117616
Federal Work Authorization User Identification Number
05.01.08
Date of Authorization
Adcap Network Systems, Inc.
Name of Contractor
Atlanta One
Name of Project
City of Atlanta
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on December, 20, 2013 in Atlanta (city), GA (state).

Terry Noriega
Signature of Authorized Officer or Agent

Terry Noriega - VP of Sales
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 30th DAY OF December, 2013.
Daniel Robert Kerner
NOTARY PUBLIC

My Commission Expires:
12/6/2016

