

Meeting Date: May 26th 2009

Agenda Item: Approval to Purchase Hewlett-Packard Virtual Server, Virtual Storage Hardware, and VMware Virtual Storage Software from Forsythe Inc. (El Segundo, CA) to Refresh Servers and Enhance Storage Capacity in the City's Data Center.

Attachments:

1. SoCal Edison Standard Performance Contract pages 2 - 9
2. Forsythe Inc virtual server quote pages 10 - 12
3. Forsythe Inc virtual storage quote pages 13 - 15



2008 STANDARD PERFORMANCE CONTRACT AGREEMENT

Application Information

Project Name: City of Culver City / City Hall - Server Virtualization Service Account/Agreement <500kW or <250,000 therms
App. Number: 08-0413 Service Account/Agreement >=500kW or >=250,000 therms
Date Received: 5/20/2008 X Calculated Approach M&V Required

UTILITY Customer Information

City of Culver City
COMPANY NAME
9770 Culver Blvd.
ADDRESS
John Richo
CONTACT NAME
Chief Information Officer
TITLE
Tax Status: ☒ Corp. ☐ Non-Corp. Exempt, Reason: _____
95-6000701
COMPANY/CORP. FEDERAL TAX ID

Culver City CA 90232
CITY/STATE ZIP CODE
it.department@culvercity.org
E-MAIL ADDRESS
310.253.5950 310.253.5830
TELEPHONE NO. FAX NO.

Project Sponsor Information

City of Culver City
COMPANY NAME
9770 Culver Blvd.
ADDRESS
John Richo
CONTACT NAME
Chief Information Officer
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Tax Status: ☒ Corp. ☐ Non-Corp. Exempt, Reason: _____
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TELEPHONE NO. FAX NO.

Site Information

City of Culver City - City Hall
SITE NAME
9770 Culver Blvd.
SITE ADDRESS
John Richo 310.253.5950
SITE CONTACT NAME CONTACT PHONE #
3-015-5055-18
ELECTRIC ACCOUNT(S) #
90232
GAS ACCOUNT(S) #

Culver City CA 90232
CITY/STATE ZIP CODE

Final Approved Savings Estimate

MEASURE DESCRIPTION	kWh	kW	therms	\$ Amount
Server Virtualization	38,467	4.1		\$3,077.36
Indirect HVAC Savings	11,706	1.5		\$0.00
	0	0		\$0.00
	0	0		\$0.00
	0	0		\$0.00
	0	0		\$0.00
	0	0		\$0.00
	0	0		\$0.00
	0	0		\$0.00
	0	0		\$0.00
Sub-Total	50,173	5.6		\$3,077.36
Measure Cost Adjustment				\$0.00
Site Cap Adjustment				\$0.00
Estimated Incentive				\$3,077.36
Potential Additional Measured Savings				\$0.00
Total Incentive				\$3,077.36
10% Measurement and Verification Adder				\$0.00

STANDARD PERFORMANCE CONTRACT TERMS AND CONDITIONS:

This Standard Performance Contract ("Agreement") is entered into by Southern California Edison Company ("SCE") and City of Culver City (the "Project Sponsor"). SCE and Project Sponsor may be individually referred to as a "Party" and collectively as the "Parties."

1.0 PROJECT DESCRIPTION This Agreement is limited to the 2008 Standard Performance Contract Project(s) ("Project(s)") described on the 2008 Business Energy Efficiency Program ("Program") Application and all forms attached thereto ("Application") and incorporated by reference into this Agreement. As stated in the Application, SCE shall pay Project Sponsor, or such other party properly authorized to receive payment, incentives, in accordance with the terms and conditions of this Agreement.

2.0 DOCUMENTS INCORPORATED BY REFERENCE The following documents are hereby incorporated by reference and made part of this Agreement: Project Sponsor's executed Application, SCE acceptance letter(s) of the energy saving measures proposed in the Application, and the 2008 Business Energy Efficiency Program Procedures Manual ("Program Manual").

3.0 ELIGIBILITY Program funding is limited and is available on a first-come, first-served basis. Funds will be reserved only upon SCE approval of the Application. Projects must meet the following requirements to be eligible for payment of Program incentives ("Incentive(s)"): (1) Project Site must be a nonresidential facility located within SCE's service territory. (2) SCE Customers must pay the Public Purpose Program ("PPP") surcharge, on the electric meter which the energy efficient equipment is installed. (3) Projects will be evaluated using the Calculated Approach and/or Measurement and Verification ("M&V") (4) Projects must exceed the Title 24 energy efficiency requirements set by the California Energy Commission ("CEC") applicable at the time this Agreement is signed or current industry standards using SCE-approved project baselines if Title 24 standards are not available. (5) Projects must meet all other Program requirements, terms and conditions. (6) The Project Sponsor and Customer certify that this Project has not and will not receive any funds from any other program (energy efficiency or otherwise) funded by the PPP surcharge, the CEC or the California Public Utilities Commission ("CPUC") for any measure applied herein.

4.0 SUBMITTAL REQUIREMENTS FOR PAYMENT Project Sponsor shall submit to SCE the documents described below prior to being eligible for payment of Incentives. Required documents include but are not limited to: (1) Completed and executed Application; (2) Complete engineering calculations to demonstrate energy savings and documentation, if applicable (including archival diskette, if applicable); (3) Schematic drawings and/or manufacturer specification sheets, if applicable; (4) Invoices and/or documentation to support measure costs at SCE's request; (5) Additional Project-specific documents as requested by SCE; (6) Project Installation Report; (7) Operating Report, if M&V is required; and (8) Any other documents related to the Project, Project Site, measures, energy savings or otherwise requested by SCE, in its sole discretion.

5.0 INSPECTIONS Project Sponsor is solely responsible for ensuring that SCE has reasonable access for all inspections, including but not limited to those as described below: (1) Pre-installation equipment inspection to examine the existing/baseline equipment and to check the accuracy of Project Sponsor's equipment survey; (2) Post-installation equipment inspection to check installed equipment and to verify accuracy of Project Sponsor's equipment survey; and (3) Inspection for any other reason that SCE, in its sole discretion, deems necessary.

6.0 REVIEW AND DISCLAIMER SCE'S AND/OR ITS CONSULTANTS' REVIEW OF THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF THE PROJECT OR ENERGY EFFICIENCY MEASURES ("EEMs") SHALL NOT CONSTITUTE ANY REPRESENTATION AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, OR RELIABILITY OF THE PROJECT OR EEMs, NOR SHALL THE PROJECT SPONSOR, IN ANY WAY, MAKE SUCH A REPRESENTATION TO A THIRD PARTY. PROJECT SPONSOR IS SOLELY RESPONSIBLE FOR THE ECONOMIC AND TECHNICAL FEASIBILITY, CONSTRUCTION, OPERATIONAL CAPABILITY AND RELIABILITY OF PROJECT SPONSOR'S PROJECT AND EEMs. SCE MAKES NO WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, USE OR APPLICATION.

7.0 PAYMENTS Payments of Incentives will be made only after all Program requirements are met by Project Sponsor to SCE's sole satisfaction. Project Sponsor may authorize payment of the Incentives to Customer, and Customer may authorize payment of the Incentives to Project Sponsor. Such authorization is strictly between Customer and Project Sponsor and may be revoked or modified at any time by providing written notification to SCE specifying the change. Should a dispute arise regarding the authorization, the most recently dated written communication or authorization shall govern.

7.1 SCE retains sole discretion to determine the appropriate baseline values and energy savings calculations used to determine Incentive payments. Incentives shall only be paid on Projects that exceed Title 24 standards applicable when this Agreement is signed or industry standards in the absence of Title 24 standards. SCE reserves the right to modify or cancel the Incentive amount if the actual measure installed differs from the installation in Project Sponsor's approved Application(s).

7.2 The total incentive payment under the Calculated Savings Approach or Measured Savings Approach shall not exceed the total incentive in the Final Approved Savings Estimate (as presented on Page 2 of this Agreement). Projects using the Measured Savings Approach are eligible for up to an additional 10% of the approved incentive amount in the event that actual energy savings are higher than projected. The total Incentive payment may be limited by a Customer Project Site Cap of 15 % of the average annual SCE SPC incentive budget per individual site or \$2,400,000 and/or the Project Cap of 50% of the total measure costs for calculated measures. The following incentive rates shall apply for the types of retrofit projects : Lighting, \$0.05/kWh; Air Conditioning & Refrigeration, \$0.14/kWh; Natural Gas, \$0.80/therm; and Other, \$0.08/kWh.

7.3 Energy savings for which incentives are paid can not exceed the actual usage provided by the utility. Non-utility supply, such as cogeneration or deliveries from another commodity supplier, does not qualify as usage from the utility (with the exception of Direct Access customers or customers paying departing load fees for which the utility collects PPP surcharges).

7.4 SCE will make the applicable Incentive payment to the designated payee, in one or more installments, only after all required and/or requested documents have been submitted to and approved by SCE, and the appropriate inspection(s) of the Project or Project Site have been completed to SCE's satisfaction.

7.5 All Projects and/or measures must be installed and fully operational by June 1, 2009 to be eligible for Incentive payments. SCE reserves the right to cease making Incentive payments, require the return of Incentive payments and/or terminate this Agreement if the Project(s) is not installed and fully operational by June 1, 2009, unless an extension is granted by SCE, at its sole discretion.

8.0 PAYMENT DISQUALIFICATION Any Incentives received by Project Sponsor shall be repaid to SCE, in whole or in part, as follows:

8.1 If Customer fails to pay the PPP surcharge throughout the Term of this Agreement. In this event, the total estimated amount of the Incentives shall be prorated and any Incentive payment shall be based on the energy savings that occur during the payment of the PPP surcharge.

8.2 If (1) Project Sponsor does not provide SCE with 100% of the related benefits specified in the Application for a period of five (5) years from the SCE approved installation date, or (2) the energy benefit to SCE ceases in any way, including but not limited to Customer and/or the Project Site ceasing to receive electricity and/or gas service from SCE, the measure, equipment and/or Project ceasing to function, or Customer ceasing the use of the equipment, measure or Project Site, Project Sponsor shall refund to SCE any prorated amount of the Incentive dollars that SCE determines must be repaid, in its sole discretion, based on the actual period of time for which Customer provided the energy benefit.

8.3 Project Sponsor shall repay any amounts due to SCE within thirty (30) calendar days of notification by SCE that repayment is required in accordance with Sections 8.1 and 8.2 above. SCE shall be entitled to offset against payments owed to Project Sponsor any amount due to SCE that remains unpaid forty (40) calendar days after SCE'S written demand for payment.

9.0 TERM AND TERMINATION The term of this Agreement shall commence on the last date that a Party executes this Agreement and shall terminate no later than five (5) years from the Project Installation Report approval date, unless terminated earlier pursuant to this Agreement ("Term").

10.0 ASSIGNMENT Project Sponsor consents to SCE's assignment of all of SCE's rights, duties and obligations under this Agreement to the CPUC and/or its designee. Such assignment shall relieve SCE of all rights, duties and obligations arising under this Agreement. Other than SCE's assignment to the CPUC or its designee, neither Party shall assign its rights or delegate its duties without the prior written consent of the other Party, except in connection with the sale or merger of a substantial portion of its properties. Any such assignment or delegation without written consent shall be null and void. Consent to assignment shall not be unreasonably withheld. If an assignment is requested, Project Sponsor is obligated to provide additional information if requested by SCE.

11.0 PERMITS AND LICENSES Project Sponsor, at its own expense, shall obtain and maintain and cause its contractors and/or subcontractors to obtain and maintain licenses and permits required by federal, state, local, or other relevant governing or regulatory bodies to perform its work. Any failure by Project Sponsor or its contractors and/or subcontractors to maintain necessary licenses and permits constitutes a material breach of Project Sponsor's obligations under this Agreement.

12.0 ADVERTISING, MARKETING AND USE OF SCE'S NAME Project Sponsor shall not use SCE's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including to solicit customers to participate in the Project, without SCE's prior written consent. Project Sponsor shall make no representations to its customers on behalf of SCE.

13.0 INDEMNIFICATION Project Sponsor shall indemnify, defend and hold harmless, and release SCE, its affiliates, subsidiaries, parent companies, officers, directors, agents and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of SCE or Project Sponsor; (ii) injury to property or other interests of SCE, Project Sponsor, or any third party; (iii) violation of local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Project Sponsor's performance of, or failure to perform, this Agreement, however caused, regardless of any strict liability or negligence of SCE whether active or passive, excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by the sole negligence or willful misconduct of SCE, its officers, managers or employees.

13.1 Project Sponsor acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability, or violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.

13.2 Project Sponsor shall, on SCE's request, defend any action, claim or suit asserting a claim that may be covered by this indemnity. Project Sponsor shall pay all costs and expenses that may be incurred by SCE in enforcing this indemnity, including reasonable attorney's fees. This indemnity shall survive the termination of this Agreement for any reason.

13.3 If this Agreement is assigned pursuant to Section 10.0, Project Sponsor agrees that this indemnification shall continue to apply to SCE and shall apply to the assignee.

14.0 LIMITATION OF LIABILITY SCE shall not be liable for any special, incidental, indirect, or consequential damages, including without limitation, loss of profits or commitments to subcontractors, and any special, incidental, indirect or consequential damages incurred by Project Sponsor or Customer.

15.0 WRITTEN NOTICE Any written notice, demand or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person or sent by facsimile, email, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by SCE.

SOUTHERN CALIFORNIA EDISON

Program Manager	Zhong Li
Address	P.O. Box 800
City, State, Zip	Rosemead, CA 91770-0800
Fax # (facsimile)	(626) 633-4844

PROJECT SPONSOR

Name	John Richo		
Company	City of Culver City		
Address	9770 Culver Blvd.		
City, State, Zip	Culver City	CA	90232
Fax # (facsimile)	310.253.5830		

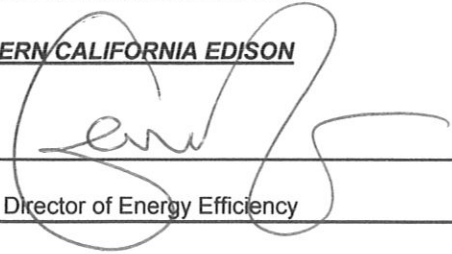
Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three Business Days after the date the notice is postmarked; (c) if by facsimile or email, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

16.0 CONFLICTS BETWEEN TERMS Should a conflict exist between the main body of this Agreement and the documents incorporated by reference, the main body of this Agreement shall control. Should a conflict exist in the documents incorporated by reference, the documents shall control in the following order: 1) Program Manual; 2) SCE acceptance letter(s) and incentive estimate(s) based on EEMs as approved in Application(s); and 3) Project Sponsor's approved Application(s). Should a conflict exist between an applicable federal, state, or local law, rule, regulation, order or code and this Agreement, the law, rule, regulation, order or code shall control. Varying degrees of stringency among the main body of this Agreement, the documents incorporated by reference, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any conflict or inconsistency concerning this Agreement.

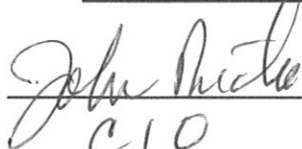
17.0 MISCELLANEOUS This Agreement shall at all times be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of this Agreement and supersedes all prior agreements, representations, writings and discussions between the Parties, whether oral or written, with respect to the subject matter hereof. No amendment, modification or change to this Agreement shall be binding or effective unless expressly set forth in writing and signed by SCE's representative authorized to execute the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

SOUTHERN CALIFORNIA EDISON

By: 
Title: Director of Energy Efficiency
Name
Printed: Gene Rodriguez
Date: 8/15/08

PROJECT SPONSOR

By: 
Title: CIO
Name
Printed: JOHN RICHIO
Date: 8-11-08

2008 SPC Contract Instructions

Project # 08-

0413

1 → SIGN AND RETURN CONTRACTS

Sign and return **both original** SPC contract agreements. One executed original will be returned to you for your records.

Mail to:

Tiescha Simon
Southern California Edison/SPC Program
P.O. Box 800
Rosemead, CA 91770-0800

2 → INDICATE PAYMENT INFORMATION

Complete this section to confirm **all** of the information for the issuance of the incentive payment.

Contact: JOHN RICHO
Company: CITY OF CULVER CITY
Address: 9770 CULVER BLVD
City: CULVER CITY State: CA Zip: 90232
Print Name: JOHN RICHO Title: CID
Authorizing Signature: [Signature] Date: 8-11-08

3 → SCE UTILITY BILL CREDIT OPTION

It is "optional" to credit the incentive to the SCE Service Account/Utility Bill of host SCE customer **ONLY**.

If this method of payment is preferred, complete and submit the attached "Utility Bill Credit" Authorization form.

4 → IRS Form W-9

Please complete, sign and return the enclosed W-9 form.

QUESTIONS?

Please contact Tiescha Simon at (626) 633-3111 (or) via email at tiescha.simon@sce.com, or visit www.sce.com/spc

Thank you for participating in Southern California Edison's SPC Program!

#08-0413

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) CITY OF CULVER CITY	
Business name, if different from above	
Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶	
☐ Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 9770 CULVER BLVD	Requester's name and address (optional)
City, state, and ZIP code CULVER CITY CA 90232	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

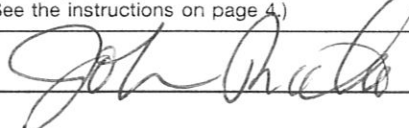
Social security number								
or								
Employer identification number								
9	5	6	0	0	0	7	0	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ 	Date ▶ 8-11-08
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Standard Performance Contract (SPC) Program

UTILITY BILL CREDIT AUTHORIZATION

Complete this form **ONLY** if you are choosing that the approved SPC incentive payment be applied as a credit on your SCE utility bill instead of a check.

SPC Project #

08-0413



I authorize the SPC incentive payment for the above referenced project to be applied as a utility bill credit on my next billing cycle. I understand that this credit **may ONLY be applied to the service account/utility bill of the HOST customer.** (A third-party is NOT eligible to receive a utility bill credit on behalf of the customer.)

Company Name:

CITY OF CULVER CITY

Address:

7770 CULVER BLVD

City:

CULVER CITY State: CA

Zip:

90232

Service Account number to be credited:

3-015-5055-18

Customer Account number:

2-

REMINDER: Upon complete project installation, please submit an SPC Installation Report. If this utility bill credit option is selected, the credit will post to your utility statement after the approval of the SPC Post-Installation Report Review.

I acknowledge and authorize the payment of the SPC incentive be applied as a credit on the above referenced service account number, and understand the credit is an alternative to receiving a bank check.

Signature:

[Handwritten Signature]

Date:

8-11-08

Questions? Please contact (626) 633-3111



FORSYTHE
Realize the business value of IT.SM

Quotation/Offer
667077-PC .R.4

Date: 04/23/09

Expiration Date 05/07/09

Prepared For:

CITY OF CULVER CITY
9770 CULVER BLVD

CULVER CITY, CA, 90232-
2703

Project Name:

Storage EVA4100 and DL380 Proposal

Project Description:

From:

Forsythe
400 Continental Blvd, 6th Flr
El Segundo, CA 90245

Main Voice: 949-413-9895

Fax: 949-224-6168

www.forsythe.com

Hardware	\$7,222.00
Software	\$5,155.00
Maintenance	\$805.00
Vendor Provided Services	\$0.00
FSG Provided Services	\$150.00
Shipping	\$123.72
Instant Fee/Trade In	\$0.00
Total:	\$13,455.72

Account Manager:

Product Specialist:

Quote Prepared by:

Emilya Svadjian

Cory Buttle

Desiree Sullins

esvadjian@forsythe.com

cbuttle@forsythe.com

dsullins@forsythe.com

Proposal Comments:

Forsythe ID: 667077.R4

**FORSYTHE**

Realize the business value of IT.™

Customer Name: CITY OF CULVER CITY**Quote/Offer:** 667077-PC .R.4**Date:** 04/23/09**Expiration Date:** 05/07/09

Product Number	Description	Qty	Customer Unit Sale Price	Customer Extended Sale Price
Hardware				
492205-001	HP DL380R05 E5450 4G PERF US SVR	1	\$4,234.00	\$4,234.00
431958-B21	HP 146GB 3G SAS 10K SFF SP HDD	2	\$223.00	\$446.00
435508-B21	HP NC364T PCI EXPRESS QUAD PORT GIGABIT SERVER ADAPTER	1	\$370.00	\$370.00
397415-B21	8GB FBD PC2-5300 2X 4GB KIT	4	\$258.00	\$1,032.00
AF556A	NEMA 5-15P TO IEC320-C13	1	\$7.00	\$7.00
AE312A	HP FC1242SR 4GB PCI-E DC HBA	1	\$1,133.00	\$1,133.00
Hardware Total:				\$7,222.00
Software				
512485-B21	HP INTEGRATED LIGHTS-OUT ADVANCED PACK	1	\$292.00	\$292.00
430341-B21	VMWARE ESX ENTERPRISE 2P LIC + 1-YEAR 9X5 SNS	1	\$4,863.00	\$4,863.00
Software Total:				\$5,155.00
Maintenance				
U4545E	HP CPE 3Y 4H 24X7 HW PROLIANT DL380	1	\$612.00	\$612.00
UE826E	1-YEAR 24X7 SNS UPLIFT	1	\$193.00	\$193.00
Maintenance Total:				\$805.00
PDP Service				
PDP	PRE-DELIVERY INSTALLATION OF COMPONENTS, TESTING & CONFIGURATION OF SYSTEM. INTERNAL DISK CONFIGURATION.	1	\$150.00	\$150.00
PDP Service Total:				\$150.00
Totals:				\$13,332.00

Proposal Comments:



FORSYTHE
Realize the business value of IT.™

Customer Name: CITY OF CULVER CITY
Quote/Offer ID: 667077-PC .R.4
Date: 04/23/09
Expiration Date: 05/07/09

Terms and Conditions

If Customer has a Master Sale, Purchase or similar Agreement (MSA) or Document of Terms & Conditions:

This Proposal is being provided for immediate acceptance by Customer and constitutes an **unconditional offer** by Forsythe Solutions Group, Inc. ("FSG") to sell the products ("Equipment") and/or services set forth herein on the terms and conditions of such MSA or Document of Terms and Conditions.

If Customer does NOT have an MSA or Document of Terms & Conditions:

This Proposal constitutes an **unconditional offer** by Forsythe Solutions Group, Inc. ("FSG") to sell the products ("Equipment") and/or services set forth herein on the following terms and conditions: (1) **Payment:** The sale price set forth herein ("Sale Price") shall be paid by Customer in advance of shipment. If payment is not made when due, Customer agrees to pay a late charge of 1.5% per month on the amount due, or the highest rate permitted by law, whichever is lower. (2) **Delivery:** Risk of damage to or loss of the Equipment shall pass to Customer upon shipment. Customer agrees to pay FSG's customary Shipping Charge in effect at the time of this Proposal for the type of equipment which is the subject hereof. FSG shall use reasonable efforts to meet the confirmed delivery date. If FSG shall fail to make delivery within ten (10) business days of such date for reasons other than Customer's fault or circumstances beyond FSG's reasonable control, then Customer's only remedy shall be the right to terminate this contract in writing whereupon FSG shall refund any payments which it has received from Customer hereunder. (3) **Taxes:** Customer will be responsible for the payment of all applicable taxes, fees, levies, imposts, duties, withholdings or other charges (including any interest and penalties thereon), if any, imposed by any taxing authorities by reason of the sale and delivery set forth herein. The Sale Price does not include any such taxes, fees, levies, imposts, duties, withholdings or other charges, unless otherwise stated above. If Customer is exempt from sales tax, a duly executed exemption certificate shall be delivered to FSG for the State where delivery takes place. (4) **Warranty:** Customer will have the benefit of all applicable manufacturer warranties. **EXCEPT AS AFORESAID, FSG MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** (5) **Miscellaneous:** This Proposal sets forth the entire understanding and agreement between FSG and Customer and no representation, warranty or statement that is not set forth herein shall be binding upon FSG unless in writing and signed by FSG. No deletions, strikeouts or other changes made by Customer herein, and no additional terms or amendments, including any additional or inconsistent terms or conditions made by Customer herein or in any Customer purchase order, acknowledgment or similar document, are acceptable to FSG unless and until expressly agreed to in writing by the parties, and FSG hereby gives Customer notice of objection to any such changes, additional terms or amendments. **In no event shall FSG be liable for any indirect, special or consequential damages, nor shall FSG be liable for any damages resulting from any delay in shipment due to causes beyond FSG's control.** FSG reserves a purchase money security interest in the Equipment to secure payment of the Sale Price. In the event either party takes any action seeking to enforce an obligation of the other party hereunder, the non-prevailing party shall be responsible for the payment of all court costs and reasonable attorneys' fees incurred by the prevailing party in such action. The information contained in this Proposal is proprietary and confidential and Customer agrees to protect and maintain such confidentiality and use this information for internal business purposes only. (6) **Acceptance:** **This Proposal is being provided for immediate acceptance by Customer.** Acceptance may be made by signing in the space provided herein. Any other action taken by Customer which indicates a willingness to purchase the Equipment and/or services set forth herein may be relied upon by FSG as Customer's acceptance, including without limitation, the issuance of a purchase order. Upon acceptance, this Proposal shall become a binding contract on the terms set forth herein. Upon such acceptance, this Proposal shall be sent to FSG's Channahon sales office, 27734 Bluegrass Drive, Channahon, IL 60410, facsimile number 888-706-8280, or other sales office designated by FSG, for processing.

Lease: If Customer accepts this Proposal, Customer may subsequently elect to enter into a lease transaction with FSG's affiliate, Forsythe/McArthur Associates, Inc. ("FMA") for the lease of the Equipment and/or services set forth herein, on terms mutually acceptable to Customer and FMA, with Customer assigning its obligation to pay for the Equipment and/or services to FMA as the lessor. **Notwithstanding the above, acceptance of this Proposal by Customer shall be binding upon Customer and FSG and shall not affect the unconditional offer represented by this Proposal whether or not Customer and FMA enter into a lease.**

Forsythe (Authorized Signatory)

Customer (Authorized Signatory)

Ship To Address

Name

Name

Ship To Contact

Title

Title

Contact Phone Number

Date

Date

PO Number



FORSYTHE
Realize the business value of IT.™

Quotation/Offer
667077-HP .R.1

Date: 04/21/09

Expiration Date 05/05/09

Prepared For:

CITY OF CULVER CITY
9770 CULVER BLVD

CULVER CITY, CA, 90232-
2703

Project Name:

Storage EVA4100 and DL380 Proposal

Project Description:

EVA 4100 Upgrade with Unlimited Business Copy LTU

From:

Forsythe
400 Continental Blvd, 6th Flr
El Segundo, CA 90245

Main Voice: 949-413-9695

Fax: 949-224-8168

www.forsythe.com

**See the Proposal/Offer
tab below for
details**

Hardware \$22,637.60

Software \$8,250.00

Maintenance \$5,636.44

Vendor Provided Services \$1,322.97

FSG Provided Services \$0.00

Shipping \$285.55

Instant Fee/Trade In \$0.00

Total: \$38,132.56

Account Manager:

Emilya Svadjian

Product Specialist:

Chuck Henderson

Quote Prepared by:

Chuck Henderson

Proposal Comments:

Forsythe ID: 667077.R1

Customer Name: CITY OF CULVER CITY

Quote/Offer: 667077-HP .R.1

Date: 04/21/09

Expiration Date: 05/05/09

Product Number	Description	Qty	Unit List	Customer Discount	Customer Extended Sale Price
Software					
T5336AAE	HP BUS COPY EVA4K SER UNLIM E-LTU	1	\$15,000.00	45.00%	\$8,250.00
Software Total:					\$8,250.00
Hardware					
221692-B22	5M SW LC/LC FC CABLE ALL	2	\$95.00	37.00%	\$119.70
AD542C	HP M5314C FC DRIVE ENCLOSURE	1	\$4,750.00	50.80%	\$2,336.90
AG804A	HP 450GB 15K FC EVA ADD-ON HDD	14	\$2,930.00	50.80%	\$20,181.00
Hardware Total:					\$22,637.60
Maintenance					
HA110A3	CP 3Y SUPPORT PLUS 24	1	\$0.00	0.00%	\$0.00
HA110A3 8WE	BC EVA4000 UNLIMITED SUPPORT	1	\$5,688.00	42.00%	\$3,299.04
HA110A3 8WJ	M5314A FC DRIVE ENCLOSURE SUPPORT	1	\$264.00	42.00%	\$153.12
HA110A3 9B9	EVA 450GB/1TB HDD SUPPORT	14	\$269.00	42.00%	\$2,184.28
Maintenance Total:					\$5,636.44
Installation					
HA113A1	CP INSTALLATION	1	\$0.00	0.00%	\$0.00
HA113A1 5FL	INSTALLATION - EVA DISK DRIVE	14	\$50.00	16.00%	\$588.00
HA113A1 5NE	EVA ENCLOSURE HW INSTALLATION	1	\$875.00	16.00%	\$734.97
Installation Total:					\$1,322.97
Totals:					\$37,847.01

Proposal Comments:



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Realize the business value of IT.SM

Customer Name: CITY OF CULVER CITY
Quote/Offer ID: 667077-HP .R.1
Date: 04/21/09
Expiration Date: 05/05/09

Terms and Conditions

If Customer has a Master Sale, Purchase or similar Agreement (MSA) or Document of Terms & Conditions:

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