

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 4 day of April, 2018, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Golden Star Technology, Inc.**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED 4/10/2018.
2. CITY desires to utilize the services of CONTRACTOR to Provide Two Hundred Forty (240) New and Unused HP Personal Computers (HP ProDesk 600 G3) and a 36 month 3/3/3 (Material/Labor/On-Site) SFF Warranty US per the RFP specifications.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** This agreement shall commence upon approval and shall terminate three years after the last and final delivery date to CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall be a firm fixed price of \$158,154.59 of which \$154,893.64 is for the 240 HP computers, in the amount not to exceed (NTE) \$154,893.64, plus an amount not to exceed (NTE) of \$3,260.95 for the 36 months 3/3/3 (Material/Labor/On-Site) SFF Warranty US. Payable in arrears and in accordance with Proposal Pricing Sheet (Attachment B). All work shall be in accordance with RFP No. S-1234.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for product delivered and installed per the RFP Delivery Requirements in the Scope of Services which is attached as Attachment A, and is incorporated herein by reference. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).

Delivery Schedule shall be as follows:

First Delivery: Quantity of 80	Due: May 2-14, 2018
Second Delivery: Quantity of 80	Due: June 11, 2018
Third Delivery: Quantity of 80	Due: July 9, 2018

- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.

- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance Requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance. *All subcontractors shall obtain and maintain the same insurance as required of Contractor. Contractor shall be responsible to collect and maintain all insurance from all contractors and subcontractors and ensure that all insurance meets the City's requirements.*
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement.

- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

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

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

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

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
Golden Star Technology, Inc.
Attention: Gabriel Velazquez, Account Executive
575 Anton Blvd., Suite 300
Costa Mesa, CA 92626
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement.

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

Date: 4/4/2018

**"CITY"
CITY OF GARDEN GROVE**

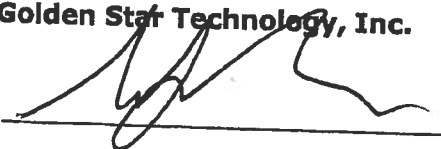
By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

**"CONTRACTOR"
Golden Star Technology, Inc.**

By:  _____

Name: Gabriel Velazquez

Title: Account Executive

Date: 4/4/2018

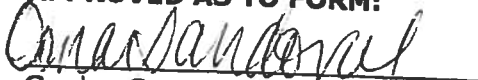
Tax ID No. 33-0116008

Contractor's License: 13019

Expiration Date: 1/31/2019

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

APPROVED AS TO FORM:


Garden Grove City Attorney

4-5-18
Date

**ATTACHMENT "A"
RFP NO. S-1234**

SCOPE OF SERVICES (PAGE 1 of 2)

**RFP No. S-1234
Standard PC Specification for
(240) New and Unused HP Personal Computers (HP ProDesk 600 G3)**

TECHNICAL SPECIFICATIONS: These specifications describe the requirement for the 240 HP Computers per the specifications below. This bid is for computers only. Monitors *are not to be included* as part of this bid. The equipment specified will be placed into service by the City of Garden Grove's Information Technology Department.

HP G3 Desktop PC Specs

As configured on 2/23/2018	http://store.hp.com/us/en/ConfigureView?catalogId=10051&langId=-1&storeId=10151&urlLangId=&catEntryId=1641154&quantity=1
Operating System	Windows 10 Pro 64-bit
CPU	Intel® Core™ i5-6500 Processor (3.2 GHz, up to 3.6 GHz w/Turbo Boost, 6 MB cache, 4 cores) + Intel® HD Graphics 530
Chasis	180 W Chassis
Memory	8 GB (1x8 GB) DDR4-2400 Unbuffered Memory
Hard Drive	500 GB 7200 RPM SATA 3.5" HDD
Optical Drive	Ultraslim DVDROM
Keyboard	HP USB Business Slim Keyboard
Mouse	HP Optical USB Mouse
No other options	

HP RESELLER: All bidders must be authorized HP resellers to submit a proposal. Proof must be submitted with your proposal.

CONDITION OF THE EQUIPMENT: Used, re-manufactured, shopworn, demonstrator, or prototype will not be accepted by the City.

PROPOSAL PRICING (ATTACHMENT B): Bidder shall offer a price for each line item requested. Should the bidder offer an item with the unit price blank, the City reserves the right to deem the bid as non-responsive.

ATTACHMENT "A"
RFP NO. S-1234

SCOPE OF SERVICES (PAGE 2 of 2)

RFP No. S-1234
Standard PC Specification for
(240) New and Unused HP Personal Computers (HP ProDesk 600 G3)

REQUEST FOR CLARIFICATION: All requests for clarification or questions, are to be submitted electronically via email to: sandras@garden-grove.org no later than **Thursday, March 29, 2018.**

ALTERNATES: Please be advised that the City is not accepting alternate models of PC's for the RFP. Those proposals that do not include pricing for the required model (HP ProDesk 600 G3) will be deemed as non-responsive.

DELIVERY REQUIREMENTS: Vendor is **required** to deliver the PC's unboxed and tested. The delivery must be made to the SECOND FLOOR of Garden Grove City Hall to the Information Technology Department. There are NO EXCEPTIONS to this requirement. If you are unable to meet the delivery requirements, please do not submit a proposal.

VENDOR QUESTIONNAIRE: The **Vendor Questionnaire (Attachment "C")** must be completed and submitted with your proposal or it may be deemed as non-responsive. Responses provided in the Vendor Questionnaire will be used as part of the evaluation process.

DELIVERY DATES: The City is requesting that the PC's be delivered under the following delivery schedule:

First Delivery: Quantity of 80	Due: May 2-14, 2018
Second Delivery: Quantity of 80	Due: June 11, 2018
Third Delivery: Quantity of 80	Due: July 9, 2018

The City reserves the right to reduce the above quantity of 240 computers based on the City's budgeted funds.

ATTACHMENT "B"
RFP NO. S-1234

(240) New and Unused HP Personal Computers (HP ProDesk 600 G3)

PROPOSAL PRICING (Page 1 of 2)

I. PRICING

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	240	EA	New and Unused HP Computers <i>per the RFP specifications</i> (HP Pro Desk 600 G3)	\$ 598.97	\$ 143,752.80
2	240	EA	3/3/3 (Material/Labor/On-Site) SFF Warranty US	\$ 12.61	\$ 3,026.40
			Sales Tax 7.75%		\$ 11,375.39
			Sub Total		\$ 146,779.20
			*Terms/Cash Discount		
			TOTAL BID AMOUNT		\$ 158,154.59

(Price to include all applicable taxes)

*Note: Terms of less than Net 20 days will **NOT** be accepted by the City.

Company Name GOLDEN STAR TECHNOLOGY

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations and may deem your proposal as non-responsive.

II. BRAND AND MODEL

Bidders are to state Brand/Model offered:

Brand HP

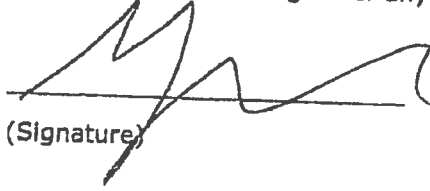
Model HP ProDesk 600 G3

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from

ATTACHMENT "B"
PROPOSAL PRICING (Page 2 of 2)

bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

BY:



(Signature)

562-345-8701

GABRIEL VELAZQUEZ

ACCOUNT EXECUTIVE

GVELAZQUEZ@GSTES.COM

GOLDEN STAR TECHNOLOGY