RESOLUTION No.15-31

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CITY CODE OF ORDINANCES, APPROVING THE PURCHASE OF A CITRIX NETSCALER VPX 200 MBPS IN AN AMOUNT NOT TO EXCEED $25,540.00 UNDER UNITED STATES GENERAL SERVICES AGREEMENT GS-35F-0511T, QUOTE #0338-152301; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, AND TO EXPEND FUNDS ON BEHALF OF THE CITY WITH RESPECT TO THE PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") presently has a need to purchase, upgrade, and virtualized the existing Microsoft Threat Management Gateway(TMG) Forefront intrusion detection system and web application load balancer network device that is at "end of life," discontinued product from Microsoft, and no longer being supported; and

WHEREAS, in order to enhance security, high availability, applications, and reduce server cost, staff has recommended the procurement of Citrix NetScaler VPX 200 MBPS from Modcomp Systems & Solutions pursuant to United States General Services Administration agreement GS-35F-0511T, Quote #0338-152301, which was competitively bid; and

WHEREAS, section 2-322 of the City's Code of Ordinance authorizes the City to enter into bids or contracts entered into by other governmental authorities provided that the governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question in a manner that is substantially similar to the competitive bid procedure provided in the City's procurement code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. **Approval & Authorization.** Pursuant to Section 2-322 of the City's Code of Ordinances, the purchase of the Netscaler VPX 200 Application Load Balancer & Reverse Proxy pursuant to the General Services Administration Submission no. GSA-GS-35F-0511T between Modcomp Systems & Solutions and the City of Doral, as referenced in purchase order no. 0338-152301, attached hereto as Exhibit "A", and the Statement of Work submitted as Exhibit "B". The City Manager is authorized to enter into an agreement, subject to approval by the City Attorney as to form and legal sufficiency, with Modcomp Systems & Solutions, pursuant to the terms provided herein.

Section 3. **Implementation.** The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

By unanimous consensus of the City Council, the item was approved.

Mayor Luigi Boria	Aye
Vice Mayor Sandra Ruiz	Aye
Councilman Pete Cabrera	Aye
Councilwoman Christi Fraga	Aye
Councilwoman Ana Maria Rodriguez	Aye

PASSED AND ADOPTED this 11 day of February, 2015.

_____
LUIGI BORIA, MAYOR

ATTEST:

_____
CONNIE DIAZ, INTERIM CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL.

_____
WEISS, SEROTA, HELFMAN, COLE,
BIERMAN & POPOK, PL
CITY ATTORNEY

EXHIBIT "A"

Modcomp
Systems & Solutions

City of Doral

NetScaler VPX-200 HA Implementation

Statement of Work

Version: v2

Date: 01/21/15

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1. Introduction & Objective

This Statement of Work ("SOW") describes the services that Modcomp's professional services will provide City of Doral ("Client") in connection with this engagement and identifies corresponding Client obligations.

It is submitted to offer a NetScaler VPX solution to provide access to their backend web applications.

Modcomp will provide functional services to Client as defined in the subsequent sections of this SOW.

2. Project Scope

The following describes Modcomp's understanding of the work to be performed:

NetScaler VPX Implementation
- NetScaler VPX design planning
- Deploy VPX-200 from OVF in HA Pair
- Setup Microsoft TMG applications on NetScaler utilizing new Load Balancing VIP's
- Create Responder policies for HTTP to HTTPS redirects
- Enable SSL Offload and install SSL certificates
- Setup AppFlow with Insight Center
- Test applications
- Migrate after hours to NetScaler by changing NAT in firewall
- Shut off Microsoft TMG Server
- Ensure all created VIPs (approx. 40) are showing UP.
- Create and deliver documentation

3. Deliverables

Deliverable Name	Deliverable Description	Owner
Document Design	Architectural overview of NetScaler infrastructure and deployment model with a Visio, IPs, hostnames and service accounts used.	Modcomp

4. Resource Requirements

The following subsections describe the resources required to successfully complete the Services according to the scope, deliverables, duration, and underlying assumptions described herein.

The Modcomp team will be made up of Samuel Carrero, Lead Technical Consultant who has had experience designing a Citrix NetScaler HA solutions.

The Client team will be made up of IT Director

5. Support

Modcomp will provide 8 hours of contiguous support immediately following the deployment to assist Client with issues directly related to items within the scope of this SOW. Should additional support be required, Modcomp will provide a support contract or a Time & Materials agreement to Client. If mutually agreed, Modcomp will schedule resources for additional support according to the terms and conditions of the signed contract or support agreement.

6. Project Assumptions

The purpose of documenting assumptions is to properly set expectations and mitigate risk for the parties. The contents of this SOW have been explicitly constructed based on these assumptions. If these assumptions are inaccurate, professional fees, travel and business expenses, and the project timeline may be affected.

General Assumptions

- Changes to the project schedule, milestone acceptance, and responses to project delivery will be managed under the change control process described in this SOW
- Client will dedicate sufficient quantities of appropriately skilled resources to support the Services as described in Section 5 of this SOW
- Client will provide all necessary information required to support the Services in a usable format in a timely manner
- Client leadership will make any necessary decisions promptly to avoid the delay of project deliverables or the attainment of milestones
- All travel and business expenses properly incurred in the delivery of the Services will be billed to Client
- When Modcomp resources are on site at Client's facilities, Client will provide adequate workspace, telephone access, internet access, and access to network resources required to execute the Services.
- When Modcomp resources are remote but working on the Services, Client will provide access to network, devices, and resources required to execute the Services
- Modcomp is not liable for client or third party software functionality not working or not existing.
- Client environments are sufficient and appropriate to support the services, will be maintained, and made available for setup and testing throughout the engagement.
- Client will provide hardware and valid, licensed software as required for project.
- Client will provide designated points of contact to facilitate access and coordination of resources or vendors.

7. Period of Performance

The period of performance for the NetScaler VPX Project is 10 days tentatively beginning on TBD through TBD. All work must be scheduled to complete within this timeframe. Should additional modifications or extensions beyond the mutually agreed period be required, Client and Modcomp will work in good faith to determine the impact.

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8. Change Control Process

To manage any necessary changes to scope, deliverables, timeline, resource availability, or underlying project assumptions, we will utilize Modcomp's standard Change Control Process. The process is summarized as follows:

1. Upon recognition of a potential change, Client and Modcomp will mutually agree upon the nature of the change.
2. Modcomp will determine the effect of the potential change and document the specifics of the change using Modcomp's standard Change Request template. Change Requests will be assigned a unique project number for convenient reference and management.
3. The Change Request will be provided in draft form to Client's primary project contact for review in a timely manner. Any immediate and unavoidable impact on the Services, such as critical path delays being caused by the potential Change Request, will be communicated as soon as possible to Client leadership.
4. Client and Modcomp will come to agreement on the terms of the Change Request and countersign the Change Request document. Prior to incurring any additional effort or cost related to the Change Request, Modcomp must be in receipt of a signed Change Request document.
5. Each subsequent Change Request will consider the SOW, any existing valid Change Requests, and any documents incorporated by reference to collectively be the agreement in force.

9. Project Closure

Modcomp will issue a project certificate of completion letter at the close of the project. This letter will indicate that Modcomp has completed the Services agreed upon in this SOW. Client will sign the letter to indicate their acceptance of the Services.

10. Professional Services Fees

Based on the requirements documented in this SOW the estimated cost for the above professional services is:

$12,800.

Please note the following with regard to these fees:

1. Should the project execution be delayed for reasons outside of the control of MODCOMP, MODCOMP reserves the right to revise the scheduling and potentially it's pricing.
2. Should the project scope change from the scope articulated within this proposal, MODCOMP reserves the right to revise its pricing.
3. This price includes professional services only. The cost of hardware, software, etc. is not included in this price.
4. Payment due upon completion of work and in accordance to the payment terms.
5. Client is responsible for paying reasonable and customary travel and expenses associated with this effort at actual cost only (if located outside 60 mile radius of Modcomp's corporate office).

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11. Project Acceptance

Client: City of Doral
Project: NetScaler VPX-200 HA Implementation
Provider: Modcomp Systems & Solutions
Quote Number: _____

I have read, understand and agree to the terms set forth in the above sections titled "Professional Services Fees". Furthermore, I have read, understand and agree to the terms set forth in the "Terms & Conditions" section of this Statement of Work.

City of Doral   Modcomp Systems & Solutions

_____   _____
Signature   Signature

_____   *RAMZI KOUSSA*   *1/21/15*
Name   Date   Name   Date

In order for Modcomp to finalize scheduling of resources to perform this work, a signed copy of this Statement of Work document must be returned to Modcomp at least 48 hours prior to the scheduled start date. In the event that a signed copy of this Statement of Work is not received, the necessary resource(s) to perform this work, as identified by Modcomp, may be reallocated to other projects. If a resource becomes unavailable due to the absence of a signed Statement of Work document, it may become necessary to have a new Statement of Work document created. Start and finish dates established, resources allocated and a signed copy of the Statement of Work must be on file before work can begin.

Additionally, the customer agrees that upon completion of the services outlined in this SOW, Modcomp shall request, via email, that Customer acknowledge that the Services have been completed and approved by Customer. If Customer does not respond to such request for acknowledgement and approval within 3 business days of the notification being sent, the Services will be deemed complete and approved by Customer and Customer will be liable for payment of the billed amount for the Services.

12. Terms & Conditions

Term of this Agreement: This Agreement shall be effective and legally binding immediately upon execution by both parties.

Payment Terms: Unless stated otherwise in the Statement of Work, Modcomp will invoice for services on a weekly basis with NET 30 day terms. Client shall pay Modcomp timely for these services.

Client Change Orders: Client changes, additions, deletions, and revisions to this statement of work may alter the nature or scope of the engagement such that the Client will be notified in writing by Modcomp. A revised Statement of Work will be prepared and a new budget presented for approval by the Client.

Project Delays: Modcomp shall not be liable for failure to render services or meet response time due to causes beyond its control. For this purpose, causes beyond Modcomp's control include but are not limited to strikes or boycotts, accidents, theft, fire, war, shortage of materials or equipment, casualty, acts of God, governmental regulations, driving conditions, telephone failures or similar conditions, and Client delay or inaction. If the project is not initiated within 120 days of client acceptance, Modcomp reserves the right to re-assess the SOW. Should Modcomp determine that the original scope and assumptions are no longer accurate, as a result of changes to Client environment, Modcomp will issue Client a change request reflecting the scope, time, and cost impact. The project will be initiated once both parties agree to the changes documented in the change request.

Assignment: Neither party may assign the Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either party may assign the Agreement to a corporation controlling, controlled by or under common control with the assigning party without the prior written consent of the other party.

Force Majeure: Modcomp shall not be liable for delay or failure in performance of any of the acts required by this Agreement when such delay or failure arises from circumstances beyond the reasonable control of Modcomp (including, without limitation, acts of God, fire, flood, war, explosion, sabotage, terrorism, embargo, civil commotion, acts or omissions of any government entity, supplier delays, communications or power failure, equipment or software malfunction, or labor disputes), and without the negligence or willful misconduct, of Modcomp.

Non-Disclosure: Modcomp agrees that the information and data gathered as a result of this project is the sole and exclusive property of Client and its affiliates. Modcomp shall treat this information on a confidential basis and not disclose it to any third party without the client's written consent. Modcomp shall be relieved of this confidentiality obligation if and when the client discloses the data to the public or to a third party without any restriction upon further disclosure by such third party.

Non-Solicitation/Non-Hire: Client will not solicit the employment of, employ or contract for the service of, any person assigned to it by Modcomp while such person is an employee of Modcomp and for six months thereafter.

Choice of Law: The laws of Florida will govern the construction and operation of this Agreement without regard to the conflicts of law's provisions thereof.

Severability: The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision.

Press Releases: Client authorizes Modcomp to issue press releases and make disclosures or other public announcements concerning the award of this Agreement and subject matter thereof, provided that Modcomp will not disclose any confidential information concerning Client or any material terms of this Agreement other than Client's identity and total dollar amount involved.

Subcontractors: Modcomp retains that the right to sub-contract any service described herein to subcontractor(s) of Modcomp' choosing, provided that such subcontractor(s) shall possess qualifications equivalent to those of Modcomp. Modcomp agrees to allow the client and its affiliates the right of approval of subcontractor(s). Such approval will not be unreasonably withheld to not interfere with Modcomp' ability to respond in a timely manner.

Limitation of Liability: Unless expressly provided otherwise in this Agreement, Modcomp and its Agents will not be liable for any loss or damage claimed to have resulted from the use, operation, or performance of the products regardless of the form of action. In no event will Modcomp be liable to the Client and its affiliates for (a) any special, indirect, incidental or consequential damages, even if Modcomp has been advised of the possibility thereof, (b) any damages resulting from latent defects, loss of data or profits, (c) any claim whether in contract or tort, that arose more than one year prior to institution of suit therein.

Workers Compensation: Modcomp shall provide workers compensation insurance for its employees and any technicians providing services to the Client on its behalf and shall maintain comprehensive general liability coverage in the amount of one million dollars per occurrence during the term of this agreement. Modcomp shall provide the Client with a certificate of insurance evidencing this current coverage prior to beginning work on this agreement.

Conclusion: This Statement of Work takes effect upon execution by both Modcomp and the Client. Thereafter, any changes to the scope of the project should be made in writing and authorized by both Modcomp and the Client. No work outside this defined Statement of Work shall be done without prior written approval by both the Modcomp Project Manager and the Client. Any changes to this Statement of Work may affect pricing, scheduling, and engineering availability. This Statement of Work does not include any end-user training.

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13. Project Certificate of Completion

Client: City of Doral
Provider: Modcomp Systems & Solutions
Quote Number: _____
Customer PO Number: _____

This document evidences client's acceptance of the work and serves as a completion certificate.

The services referenced for the client and quote number listed above were completed on __/__/_____ and is accepted as complete on this date by signature of the client representative below. The signatures below certify agreement on the completion date and clients acceptance of the work as conforming in every respect to clients Purchase Order. Any requests for additional work, including consultation, will require a new purchase order by the parties on the additional work to be performed and the price to be paid.

This document must be completed and signed by both parties to evidence completion and acceptance of the work.

City of Doral   Modcomp Systems & Solutions

_____   _____
Signature   Signature

_____   _____
Name   Date   Name   Date

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