

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Strategic Business Technology *ync*

BOARD AGENDA # \*B-5

Urgent

Routine

AGENDA DATE August 2, 2011

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award the Contract for the Strategic Business Technology Fiber Channel Shared Storage System Solution for Data Recovery and Storage to AMS.NET of Livermore, California

STAFF RECOMMENDATIONS:

1. Approve the award of the contract for the Strategic Business Technology Fiber Channel Shared Storage System Solution to AMS.NET of Livermore, California.
2. Authorize the General Services Agency - Purchasing Division to negotiate and sign a contract for technical assistance and equipment purchase for the Strategic Business Technology Fiber Channel Shared Storage System Solution to AMS.NET in the amount of \$181,369.
3. Approve the additional project costs in the amount of \$17,180 for the installation of a 20 amp 208V electrical outlet, training for two (2) Strategic Business Technology Engineers, and fixed asset depreciation.  
(continue on next page)

FISCAL IMPACT:

Strategic Business Technology has \$200,000 of fund balance dedicated for the new data storage and data recovery system project. The cost of the project includes the shared storage solution equipment and software, project implementation, cost for two (2) 24-port minimum fiber channel switches, three (3) years of all hardware and software maintenance and support, installation of a 20 amp 208V electrical outlet, training for two (2) Strategic Business Technology Engineers, and fixed asset depreciation.

(continue on next page)

BOARD ACTION AS FOLLOWS:

No. 2011-459

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

*Christine Ferraro*

ATTEST:

CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award the Contract for the Strategic Business Technology Fiber Channel Shared Storage System Solution for Data Recovery and Storage to AMS.NET of Livermore, California

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**STAFF RECOMMENDATIONS (continued):**

4. Approve the increase of appropriations for Strategic Business Technology Fiscal Year 2011-2012 Budget by \$198,549 for the Fiber Channel Shared Storage System Solution funded by departmental fund balance.
  
5. Direct the Auditor-Controller to increase appropriations as detailed on the budget journal form.

**FISCAL IMPACT (continued):**

Costs for the project will be broken out as follows:

Description	Materials Cost	Tax	Implementation Cost	TOTAL
Fiber Channel Storage Equipment	\$ 78,298	\$ 6,685	\$ -	\$ 84,983
Fiber Channel Storage Software	\$ 42,695			\$ 42,695
3-yr Equipment Maintenance and Support	\$ 4,594			\$ 4,594
3-yr Software Maintenance and Support	\$ 12,279			\$ 12,279
Vendor design, engineering, and implementation			\$ 27,043	\$ 27,043
Training Units for two (2) SBT Systems Engineers	\$ 9,775			\$ 9,775
<b>SUBTOTALS</b>	<b>\$ 147,641</b>	<b>\$ 6,685</b>	<b>\$ 27,043</b>	
	<b>TOTAL CONTRACT TO AMS.NET</b>			<b>\$ 181,369</b>
Training Travel Expenses			\$ 1,500	\$ 1,500
Electrical Outlet Installation	\$ 100		\$ 600	\$ 700
Fixed Asset Depreciation	\$ 14,980			\$ 14,980
	<b>OTHER PROJECT RELATED COSTS</b>			<b>\$ 17,180</b>
	<b>TOTAL PROJECT COSTS</b>			<b>\$ 198,549</b>

**DISCUSSION:**

On March 15, 2011, the Stanislaus County Board of Supervisors authorized the General Services Agency – Purchasing Division to issue a Request for Proposal for the Strategic Business Technology fiber channel shared storage system solution for mission critical systems. The Request for Proposal was posted on March 17, 2011. The top ranking proposer was AMS.NET of Livermore, California.

Request for Proposal – 2011 Recommendation to Award Contract

In collaboration with the County’s General Services Agency, Strategic Business Technology developed a Request for Proposal that identified a scope of work and list of requirements to

Approval to Award the Contract for the Strategic Business Technology Fiber Channel Shared Storage System Solution for Data Recovery and Storage to AMS.NET of Livermore, California

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provide an efficient and cost effective solution for the fiber channel shared storage system for data recovery and storage for mission critical systems.

The Request for Proposal was issued and proposals were due on April 19, 2011. Four (4) proposals were received, but one (1) was rejected for failure to sign Addendum 1, 2 & 3 and failure to complete and sign Clarification Addendum. The remaining three (3) proposals were received and independently reviewed by an evaluation team. The evaluation team consisted of staff from Strategic Business Technology, Behavioral Health and Recovery Services, Community Services Agency, and the Health Services Agency. Each evaluator scored the proposals and aggregate rankings were submitted to the General Services Agency. Pricing proposal scoring was based on a five (5) year assessment that included one-time initial equipment, licenses, support costs, and implementation and the recurring annual maintenance and support costs for the system. AMS.NET had the most comprehensive implementation plan and competitive system pricing. AMS.NET will work collaboratively with Strategic Business Technology Engineers on-all aspects of the project from planning, design, implementation, cutover and data migration for the new data storage solution. AMS.NET will provide knowledge transfer on the new storage system and train Strategic Business Technology engineers on data migration procedures and the daily management operations of the storage environment. In addition to the hands on training provided by AMS.NET, two (2) Strategic Business Technology Engineers will attend a week long intensive training on the new storage system. This will provide staff the training required to troubleshoot and manage the new unified storage environment.

A notice of intent to award was provided to the top ranking proposer, AMS.NET, on May 6, 2011. A corresponding notice was sent to the other two proposers on May 6, 2011. There were no protests or appeals received by the May 13, 2011 deadline.

In the original Request for Proposal, add alternate pricing for switches, training, and a small disaster recovery site were requested. Of the add alternates provided, only the training for the Strategic Business Technology engineers will be considered. Due to the significant cost to implement a completely new Disaster Recovery site, Strategic Business Technology plans to use the existing storage area network equipment to provide backup to the new storage solution at the off-site storage location.

It is Strategic Business Technology's recommendation that the Board of Supervisors approve to award the contract for the fiber channel shared storage for data recovery and storage system to AMS.NET in the amount of \$181,369 and to approve the additional project cost for training, electrical, and fixed asset depreciation in the amount of \$17,180. Direct the Auditor Controller to increase appropriations as indicated in the attached budget journal.

### Background

County business processes have become ever more dependent upon information technology systems. Every information technology system should have some process for

Approval to Award the Contract for the Strategic Business Technology Fiber Channel Shared Storage System Solution for Data Recovery and Storage to AMS.NET of Livermore, California

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data recovery from a critical failure as part of a Business Continuity Plan. Frequently, this takes the form of data backup to some storage medium. Traditionally this is executed via a tape-based system. Some information technology systems, like Strategic Business Technology's, which provide a variety of mission critical business functions, require more robust backup systems and plans to ensure that data is not forever lost.

An enterprise shared storage system is very efficient and robust with full redundancy in controllers, drives, power supplies, connectivity, and provides multiple security levels for data protection and a high level of performance. Since 2004, Strategic Business Technology has been using a fiber channel shared storage for mission critical systems such as the primary cluster file system, Oracle Financial Management System, PeopleSoft Human Resource Management System databases, StanCERA System, Revenue Recovery Collection System, other databases, GroupWise email post offices, and virtualization infrastructure.

Shared storage systems provide the following benefits over local storage in an enterprise data center:

- Data safeguards with fully redundant controllers, disks, and power supplies.
- Increased performance and flexibility due to the amount of hard disks running together in a redundant array of independent disks.
- Very easy to expand capacity.
- More efficient disk space utilization. Storage is kept in pools which allow the exact amount of space to be allocated directly to the servers that need it. Local servers may have lots of extra disk space that's not in use, but there's no way to re-allocate that space to another server.
- Allows for high availability server services such as clustering.
- Can be mirrored to another like storage system in an off-site location for real time backup and redundancy.
- Can optimize performance for the specific tasks the server will need to perform.
- Faster, centralized backup to tape.
- Provides TIER 1 level up time (99.999% storage availability to servers).
- Reduced power consumption as compared to local storage.
- Provides flexibility and time savings when servers are upgraded.

Shared storage allows Strategic Business Technology to make data readily available and greatly improves operational efficiency. However, with the expansion of technology and increased use of software applications and databases, the Strategic Business Technology shared storage system has been at capacity for the past two (2) years. The lack of shared storage space has required Strategic Business Technology to use the local storage on physical servers. If one of these servers goes down, it will take hours or even days to move the data/applications to another system. County staff could have significant downtime in the case of server failure, regular maintenance period, or server replacement. In order to

## Approval to Award the Contract for the Strategic Business Technology Fiber Channel Shared Storage System Solution for Data Recovery and Storage to AMS.NET of Livermore, California

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minimize County staff downtime, Strategic Business Technology currently schedules regular maintenance or server replacement after hours.

The shared storage system is of great use not only for server failures or problems, but during regular maintenance periods when servers need to be upgraded / patched or if the server needs to be physically replaced because it is at the end-of-life. Patches are updated every two (2) weeks and application and operating system upgrades performed 2-3 times per year on one hundred-eighty (180) servers. At this time, there are up to one hundred-ten (110) servers that are not part of the existing shared storage system.

Infrastructure staff time utilization would be extremely more efficient if all of the servers were on the shared storage system. Although server failure is rare (maybe a couple of times in the past five years), the County's exposure to risk and data loss increase as the number of servers, applications, and databases continue to grow.

The critical delivery and security of electronic information mandates that County departments be efficient and effective when delivering these services. The County has been strategically approaching content and document management from an integrated, enterprise approach. An Electronic Data Management solution provides significant document management capability, allowing more efficient management, flow, and storage of vast amounts of required paper records. For an Electronic Data Management solution to be effective, a County infrastructure must provide scanning options, document management, search and retrieval functionality, secure and redundant storage methods, and a robust network.

The increase in utilization of Electronic Data Management continues to grow rapidly because it can greatly reduce the requirements of paper storage, decrease the time required to produce and share records, and ensure compliance with federal and state records regulations. Because the shared storage system has been at capacity for over two (2) years, the Electronic Data Management documents are currently stored on the local storage of a physical server. Once this server local storage is full, no additional documents could be stored.

In order to ensure business continuity of mission critical systems and data, improve the County's ability to recover from a disaster, allow for continued growth and use of technology resources, make daily operations more efficient, and reduce the risk of lost data or County staff time, Strategic Business Technology has identified a critical need to expand or replace the existing fiber channel shared storage system.

### Strategic Business Technology Shared Storage System Solution

Strategic Business Technology has researched and assessed a large variety of storage platforms from low end stand alone configurations to high end enterprise systems. With the substantial investment already made to virtualization and the significant shared storage

Approval to Award the Contract for the Strategic Business Technology Fiber Channel Shared Storage System Solution for Data Recovery and Storage to AMS.NET of Livermore, California

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space requirements, Strategic Business Technology has established the best option would be an enterprise level, fiber channel capable shared storage system. A fiber channel storage system will provide consistent performance and reliability, while allowing capacity expansion options to meet the County's future needs. Strategic Business Technology has engineers trained in fiber channel storage system management and has been managing this type of environment for over six (6) years.

**POLICY ISSUES:**

This action is consistent with the Board's priorities of an Efficient Delivery of Public Services by providing an efficient and cost effective solution for the fiber channel shared storage system for data recovery and storage for mission critical systems.

**STAFFING IMPACT:**

Existing staff from the General Services Agency and Strategic Business Technology will complete the tasks associated with this recommendation. There are no additional staffing impacts associated with this item.

**CONTACT INFORMATION:**

Marcia Cunningham, Director of Strategic Business Technology – (209) 525-4357

# County of Stanislaus: Auditor-Controller Legal Budget Journal

Database  
Set of Books

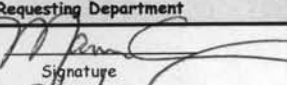
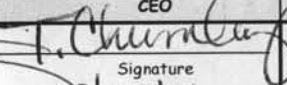
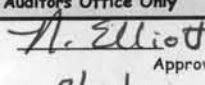
FMSDBPRD.CO.STANISLAUS.CA.US.PROD  
County of Stanislaus

Balance Type	Budget
Category	* List - Text <b>Budget - Upload</b>
Source	* List - Text <b>SBT TS</b>
Currency	* List - Text <b>USD</b>
Budget Name	List - Text <b>LEGAL BUDGET</b>
Batch Name	Text
Journal Name	Text <b>JV2011-00027</b>
Journal Description	Text <b>SBT Fiber Channel Shared Storage System</b>
Journal Reference	Text <b>AUGUST 2011</b>
Organization	List - Text <b>Stanislaus Budget Org</b>

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations	decr appropriations	Upper case	Text		
								decr est revenue	incr est revenue	MMM-YY			
								(format > number > general)		List - Text			
R	5031	0048100	64720	0000000	000000	000000	00000		27043			AUG-11	Technical Assistance during Implementation
R	5031	0048100	62210	0000000	000000	000000	00000		12279			AUG-11	3-yrs of SW Support/Maintenance
R	5031	0048100	61600	0000000	000000	000000	00000		4594			AUG-11	3-yrs Cisco Smartnet Support/Maintenance
R	5031	0048100	82770	0000000	000000	000000	00000		42695			AUG-11	EMC Data Storage Software - Fixed Asset
R	5031	0048100	82570	0000000	000000	000000	00000		73189			AUG-11	EMC Data Storage Equipment - Fixed Asset
R	5031	0048100	82570	0000000	000000	000000	00000		9951			AUG-11	SBT Switches for Data Storage - Fixed Asset
R	5031	0048100	62861	0000000	000000	000000	00000		1843			AUG-11	APC UPS Backup Power to EMC
R	5031	0048100	65780	0000000	000000	000000	00000		9775			AUG-11	Education & Training
R	5031	0048100	67040	0000000	000000	000000	00000		1500			AUG-11	Training Travel Expenses
R	5031	0048100	74306	0000000	000000	000000	00000		600			AUG-11	Electrical Outlet Installation - Labor
R	5031	0048100	74307	0000000	000000	000000	00000		100			AUG-11	Electrical Outlet Installation - Materials
R	5031	0048100	72800	0000000	000000	000000	00000		14980			AUG-11	Depreciation

**Totals:** 198549 0

**Explanation:** At year-end close Fiscal Year 2011-2012, these appropriations will be covered by department fund balance. See attached Trial Balance Report.

<b>Requesting Department</b>	<b>CEO</b>	<b>Data Entry</b>	<b>Auditors Office Only</b>
 Signature 8/2/11 Date	 Signature 7/25/11 Date	Keyed by _____ Date _____	 Prepared By 7/14/11 Date



**STANISLAUS COUNTY**

**Purchasing Division**

1010 TENTH ST, SUITE 5400  
 MODESTO, CALIFORNIA 95353  
 TEL: (209) 525-6319  
 FAX: (209) 525-7787

**SHIP TO**

SBT ADMINISTRATION  
 (209) 525-4357  
 801 11TH ST #4100  
 MODESTO, CA 95354

**BILL TO**


SBT ADMINISTRATION  
 (209) 525-4357  
 801 11TH ST #4100  
 MODESTO, CA 95354

Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
103148	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.		
DATE OF ORDER	BUYER	
16-AUG-11	C Blair	
DATE OF REVISION	BUYER	

VENDOR: AMS.NET INC  
 AMS.NET  
 502 COMMERCE WAY  
 LIVERMORE, CA 94551

CUSTOMER ACCT NO.	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	30326	30 NET	PREPAID	DESTINATION	COMMON CARRIER
CONFIRM TO TELEPHONE			REQUESTOR / DELIVER TO		
			(925) 245-6100		

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
1	CONTRACT # 28307 FY 11/12 SBT DATA STORAGE SOLUTION CONTRACT AWARD FOR EQUIP, SOFTWARE, TRAINING, 3-YR SUPPORT/ MAINT, & PROFESSIONAL SVCS. SOFTWARE SHALL BE RCVD BY ELECTRONIC DISTRIBUTION ONLY, NO TRANSFER OF TANGIBLE PERSONAL PROPERTY.  CONTRACT MAX \$ 181,369. EXPIRES 8/15/12  All prices and amounts on this order are expressed in: US dollar  FY 11/12 EQUIP MAINT 5031.48100.61600.					4,594.00	N

<b>Total</b>	Continued
 AUTHORIZED SIGNATURE	

By accepting this purchase order you agree to the County's terms and conditions found at: <http://www.stancounty.com/purchasing/>





**STANISLAUS COUNTY**

**Purchasing Division**

1010 TENTH ST, SUITE 5400  
 MODESTO, CALIFORNIA 95353  
 TEL: (209) 525-6319  
 FAX: (209) 525-7787

SBT ADMINISTRATION  
 (209) 525-4357  
 801 11TH ST #4100  
 MODESTO, CA 95354

**BILL TO**

SBT ADMINISTRATION  
 (209) 525-4357  
 801 11TH ST #4100  
 MODESTO, CA 95354

Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
103148	0	2
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.		
DATE OF ORDER	BUYER	
16-AUG-11	C Blair	
DATE OF REVISION	BUYER	

VENDOR: AMS.NET INC  
 AMS.NET  
 502 COMMERCE WAY  
 LIVERMORE, CA 94551

CUSTOMER ACCT NO.	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	30326	30 NET	PREPAID	DESTINATION	COMMON CARRIER
CONFIRM TO/TELEPHONE			REQUESTOR / DELIVER TO		
			(925) 245-6100		

Line	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
2	o SHIP TO: Address at top of page  FY 11/12 ANNUAL SOFTWARE MAINT & SUPPORT 5031.48100.62210.					12,278.55	N
3	o SHIP TO: Address at top of page  FY 11/12 CONSULTING SVCS 5031.48100.62210.					27,043.00	N

**Total** Continued

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AUTHORIZED SIGNATURE 



**STANISLAUS COUNTY**

**Purchasing Division**

1010 TENTH ST, SUITE 5400  
 MODESTO, CALIFORNIA 95353  
 TEL: (209) 525-6319  
 FAX: (209) 525-7787

SBT ADMINISTRATION  
 (209) 525-4357  
 801 11TH ST #4100  
 MODESTO, CA 95354

**BILL TO**

SBT ADMINISTRATION  
 (209) 525-4357  
 801 11TH ST #4100  
 MODESTO, CA 95354

Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
103148	0	3
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.		
DATE OF ORDER	BUYER	
16-AUG-11	C Blair	
DATE OF REVISION	BUYER	

VENDOR: AMS.NET INC  
 AMS.NET  
 502 COMMERCE WAY  
 LIVERMORE, CA 94551

CUSTOMER ACCT NO.	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	30326	30 NET	PREPAID	DESTINATION	COMMON CARRIER
CONFIRM TO/TELEPHONE	REQUESTOR / DELIVER TO				
	(925) 245-6100				

Line	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
4	FY 11/12 COMPUTER EQUIP NON-ASSET 5031.48100.62861. o SHIP TO: Address at top of page					1,843.24	N
5	FY 11/12 EDUCATION & TRAINING 5031.48100.62861. o SHIP TO: Address at top of page					9,775.00	N
6						9,950.99	N

**Total** Continued

By accepting this purchase order you agree to the County's terms and conditions found at: <http://www.stancounty.com/purchasing/>

*[Signature]*  
 AUTHORIZED SIGNATURE



**STANISLAUS COUNTY**

**Purchasing Division**

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 MODESTO, CALIFORNIA 95353  
 TEL: (209) 525-6319  
 FAX: (209) 525-7787

SBT ADMINISTRATION  
 (209) 525-4357  
 801 11TH ST #4100  
 MODESTO, CA 95354

**BILL TO**

SBT ADMINISTRATION  
 (209) 525-4357  
 801 11TH ST #4100  
 MODESTO, CA 95354

Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
103148	0	4
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.		
DATE OF ORDER	BUYER	
16-AUG-11	C Blair	
DATE OF REVISION	BUYER	

VENDOR: AMS.NET INC  
 AMS.NET  
 502 COMMERCE WAY  
 LIVERMORE, CA 94551

CUSTOMER ACCT NO.	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	30326	30 NET	PREPAID	DESTINATION	COMMON CARRIER
CONFIRM TO/TELEPHONE	REQUESTOR / DELIVER TO				
	(925) 245-6100				

Line	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
7	FY 11/12 COMPUTER EQUIP 5031.18100.82570. o SHIP TO: Address at top of page					73,189.06	N
8	FY 11/12 COMPUTER EQUIP 5031.48100.82570. o SHIP TO: Address at top of page					42,694.56	N
	FY 11/12 COMPUTER SW 5031.48100.82770. o SHIP TO: Address at top of page						

**Total** 181,368.40

By accepting this purchase order you agree to the County's terms and conditions found at: <http://www.stancounty.com/purchasing/>

*C. Blair*  
 AUTHORIZED SIGNATURE



# CONTRACT COVER SHEET

NEW CONTRACT    INCREASE    AMENDMENT # \_\_\_\_\_ (PO# \_\_\_\_\_ /Contract # \_\_\_\_\_)

PLEASE FORWARD COVER SHEET, WITH CONTRACT AND AMENDMENT (IF APPLICABLE), TO THE PURCHASING DIVISION.

<b>CONTRACTOR:</b> AMS.NET Inc.	<b>DEPARTMENT:</b> SBT
502 Commerce Way	<b>DIVISION:</b> SBT
Livermore, CA 94551-7812	<b>PREPARED BY:</b> Terri Sanders
Chuck Davis (925) 525-4319	<b>PHONE:</b> 342-1729
<b>NIGP CODE:</b>	<b>DATE:</b> 8/15/11

**VENDOR NUMBER:** 30326

**BUSINESS ASSOCIATE:**  Y or  N

**CONTRACT DESCRIPTION:** SBT Data Storage Solution Contract award for equipment, software, training, 3-yr support/ maintenance, and professional services. Software shall be received by ELECTRONIC DISTRIBUTION ONLY.

	-1-	-2-	-3-	-4-	-5-
<b>LINE DESCRIPTION</b>	Computer Equip't	Computer Equip't	Computer SW		
<b>FUND</b> <small>*REQUIRED</small>	5031	5031	5031		
<b>ORG</b> <small>*REQUIRED</small>	0048100	0048100	0048100		
<b>ACCT</b> <small>*REQUIRED</small>	82570	82570	82770		
<b>GL PROJ</b>					
<b>LOC</b>					
<b>MISC</b>					
<b>AMOUNT</b> <small>*REQUIRED (ENCUMBRANCE AMOUNT FOR CURRENT FISCAL YEAR)</small>	9,950.99	73,189.06	42,694.56		

\*\*\*\*\* IMPORTANT \*\*\*\*\*

**CONTRACT EFFECTIVE DATE:** 8-16-11      **EXPIRATION DATE:** 8-15-12

**CERTIFICATE OF INSURANCE:** REQUESTED \_\_\_\_\_ RECEIVED \_\_\_\_\_ DATE \_\_\_\_\_

**ADOPTED BY THE BOARD:**  Y or  N       CURRENT-YEAR or  RESOLUTION NO: 2011-459

**TO BE PAID WITH FEDERAL FUNDS?:**  Y or  N      **IF YES, EPLS CHECKED?:**  Y or  N

**NOTES:** \_\_\_\_\_

\*\*\*\*\* THIS SECTION IS FOR PURCHASING DIVISION USE. \*\*\*\*\*

<b>TYPE</b> <u>S</u>	<b>REV #</b> <u>0</u>	<b>MAX AMT \$</b> <u>181,369-</u>
<b>AMENDMENT START DATE</b> _____	<b>AMENDMENT STOP DATE</b> _____	<b>SEND CONTRACT TO VENDOR</b> <input type="checkbox"/> Y or <input type="checkbox"/> N
<b>APPROVED BY:</b> <u>MP</u>	<b>ENTERED BY:</b> _____	<b>CONTRACT #:</b> <u>28007</u>
<b>DATE:</b> <u>8/16/2011</u>	<b>DATE:</b> _____	<b>PO #:</b> <u>103148</u>

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and AMS.NET, Inc., a California corporation, ("Consultant"), as of August 16, 2011 (the "Agreement").

**Introduction**

WHEREAS, the County has a need for services involving the implementation of Fiber Channel Shared Storage System Solution for Data Recovery and Storage; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**Terms and Conditions**

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be

set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

## 2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this

Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

### 3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

### 4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

### 5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

### 6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:



6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

6.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of

insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

## 7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

## 8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and,

except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

## 10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

## 11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant

and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Attn: Purchasing Agent  
1010 10<sup>th</sup> Street, Suite 5400  
Modesto, CA 95353

To Consultant: AMS.NET, Inc.  
502 Commerce Way  
Livermore, CA 94551-7812

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or

indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and

construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

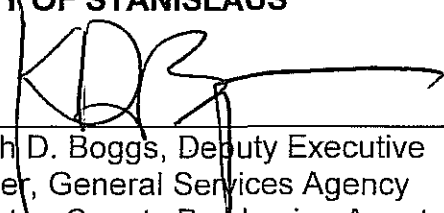
[SIGNATURES SET FORTH ON FOLLOWING PAGE]

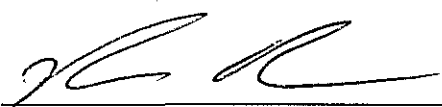


IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**

**AMS.NET, INC.**

By:   
Keith D. Boggs, Deputy Executive  
Officer, General Services Agency  
Director, County Purchasing Agent

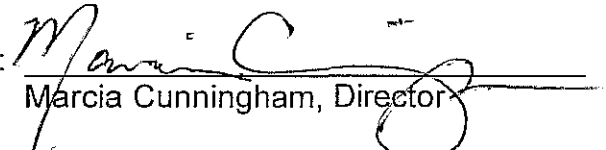
By:   
Robert Tocci, President

"County"

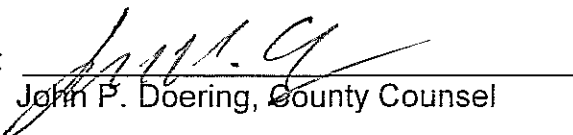
"Consultant"

APPROVED: BOS Resolution: 2011-459

APPROVED AS TO CONTENT:  
Dept. of Strategic Business Technology

By:   
Marcia Cunningham, Director

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By:   
John P. Doering, County Counsel

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## EXHIBIT A

### A. SCOPE OF WORK

1. The Consultant shall provide the following services for County's Strategic Business Technology Department (SBT):
  - a. Provide equipment, software, maintenance/support contracts, professional services, and training EMC units as provided in the following price quotes (see attached):
    - 60947
    - 64395
    - 64511
    - 64513
    - 64516
    - 64518
    - 64519
    - 64946
    - 65304
    - 65570

Please note: EMC Training Units (quote 64516) will be purchased at the end of the implementation to maximize the time for utilizing the training within a one (1) year time frame.

2. Delivery of Software – All media/software, including but not limited to initial license purchase, major releases, maintenance releases, upgrades, updates or patches, will only be made available by download over the Internet. Consultant and/or software distributor shall not send the County any hard copy media.
3. Coordinate the EMC hardware and software implementation of the Storage Area Network (SAN).
4. Provide the logical installation of the SAN as follows:
  - a. Design and implement the logical structure of the SAN based on best practices and County requirements.
  - b. Consultant's engineer(s) will create a design document outlining the logical layout of the new SAN that will include Storage Groups, RAID Groups, Logical Unit Numbers (LUNs), Hot Spare hard drives, Storage Controllers/Processors, Tiers of storage (if applicable), automation of tiered storage (if applicable) and software features of the new SAN.
  - c. To develop the above design, Consultant's engineer (s) will work with the County and SAN manufacturer to ensure SAN design meets the County's data storage needs.

- d. Once the design is created and accepted by Consultant's engineer(s) and the County, Consultant's engineer(s) will implement the accepted logical design on the new SAN based on the design document created above.
  - e. Once implementation of the design is completed by Consultant's engineer(s), final documentation of SAN structure will be completed.
  - f. The EMC VNX5500 will be connected to the same fiber channel fabric as the existing IBM DS4300 and will coexist with the existing storage.
4. Provide for the migration of data from the existing local server storage to a new, shared SAN. This will cover either local storage or IBM SAN to EMC SAN data migration.
    - a. Consultant's engineer(s) will migrate up to 5 of the servers from the current environment listed below to the new EMC VNX5500 shared storage.
      - Currently in the County's environment, there are 4 types of servers:
        - Virtual Machines on an ESX host connected to the current IBM Storage platform.
        - Virtual Machines on an ESX host using local storage on the ESX host.
        - Physical Servers with a single OS and local storage.
        - Physical Servers connected to the current IBM Storage platform.
    - b. Consultant's engineer(s) will train the County on the proper methods to migrate the remaining servers based on industry best practices and Consultant's experience.
    - c. The County will be responsible for remainder of data and server migrations.
  5. Provide for the installation of the two (2) Cisco MDS 9148 Fiber Channel Switches to provide communications between the Storage Area Network (SAN) and the VMware ESX host servers. AMS.NET will configure the two (2) Cisco MDS 9148 with a single VSAN and configure the switch using industry best practices.
  6. Any additional hardware needed to connect the servers to the shared storage fabric is not provided by this proposal and are the responsibility of the County to provide.
  7. All services provided by Consultant and the manner in which services are to be provided are more particularly set forth in the County's Request for Proposal #11-12-CB; the Consultant's responding proposal (the "RFP Response"); Notice to Proposers; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in Exhibit A, then in such case, the terms and conditions shall control in this order: 1<sup>st</sup>, Exhibit A, 2<sup>nd</sup>, this Agreement, and 3<sup>rd</sup> the RFP.

## B. COMPENSATION

The Consultant shall be compensated for services under this Agreement as follows:

Purpose	Amount
Purchase of equipment, software, maintenance/support contracts, and training EMC units	\$154,326.00
To coordinate the EMC hardware and software implementation of the Storage Area Network (SAN)	\$14,043.00
Logical installation of the SAN – Design and Implementation	\$6,000.00
Migration of data from the existing local server storage to a new, shared SAN	\$5,000.00
Installation of the two (2) Cisco MDS 9148 Fiber Channel Switches to provide communications between the Storage Area Network (SAN) and the VMware ESX host servers	\$2,000.00
<b>TOTAL:</b>	<b>\$181,369.00</b>

Invoices may be submitted upon delivery and receipt of all equipment, software, and maintenance/support agreements. EMC Training Units (quote 64516) will be purchased and paid at the end of the implementation to maximize the time for utilizing the training within a one (1) year time frame. Payment for professional services pursuant to the scope of work defined above will be paid as part of the final payment upon completion and approval of project. Invoices with detailed line items shall be submitted to:

Stanislaus County – SBT  
Attn: Terri Sanders  
801 11<sup>th</sup> Street, Fourth Floor  
Modesto, CA 95354

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$181,369.00 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

## C. TERM

The term of this Agreement shall be from the date of this Agreement, August 16, 2011 through the installation, implementation and County's acceptance of the new Storage Area Network (SAN) solution which shall occur no later than December 31, 2011.

## D. ACCESS TO ON-SITE EQUIPMENT

Consultant will agree to abide by County's IT security standards when utilizing any remote access method. In situations where physical access to equipment located in County-owned facility is required, access shall be coordinated through County's SBT engineers. A County SBT Staff member must be present while Contractor is on-site. On-site access shall be

provided as needed to complete the project.

**E. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Paragraph 5 of this Agreement is amended to read as follows:

5. The County will provide space in the SBT Server Room for the necessary equipment and hardware. Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

**F. REPRESENTATIVES**

The parties appoint the following individuals to serve as Project Managers hereunder:

**For County:**

Michael Pless, SBT Senior Systems Engineer  
[plessm@stancounty.com](mailto:plessm@stancounty.com)  
(209) 652-0419

**For Contractor:**

Joe Moomau, VP of Operations  
[jmoomau@ams.net](mailto:jmoomau@ams.net)  
(925) 245-6102