

# **Attachment A**

## **Dell Isilon Replacement Agreement with Technologent**

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Technologent, Inc., a corporation of the State of California, with an address at 100 Spectrum Center Drive, Ste. 700, Irvine, CA 92618 ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party").

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Virginia Butterfield at phone number (805) 568-2607 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Tom King at phone number (949) 230-6061 is the authorized representative for CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party.

### **2. NOTICES**

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Virginia Butterfield, County of Santa Barbara, 105 E. Anapamu Street, Room 304, Santa Barbara, CA 93101

To CONTRACTOR: Isabella Rivera, General Counsel, Technologent, 100 Spectrum Center Driver, Irvine, CA 92618

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Notices section shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES; PRODUCTS**

CONTRACTOR shall provide to COUNTY the services ("Services") set out in the Statement of Work attached hereto as Exhibits A and incorporated herein by reference ("Statement of Work"). No work orders or change orders hereunder shall be effective or deemed accepted and incorporated into this Agreement unless signed by each Party's duly authorized designated representative and, if signed other than by the Chair of the COUNTY Board of Supervisors, only to the extent that such COUNTY representative has been expressly delegated such authority by the COUNTY Board of Supervisors ("Board") concurrently with the Board's approval of this Agreement.

### **4. TERM**

The term of this Agreement ("Term") shall commence on the Effective Date (defined below) and shall terminate upon completion of the Services, but no later than July 14, 2030, unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Agreement.

## **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

## **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Services under this Agreement as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

## **7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. Accordingly, CONTRACTOR shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

## **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

## **9. WARRANTY AND SUPPORT**

CONTRACTOR certifies that it is a Manufacturer Authorized Partner of the manufacturer ("Manufacturer") of all equipment, products, software, and licenses provided by CONTRACTOR as components of the Services hereunder (collectively, the "products") as of the date of CONTRACTOR's Proposal (defined below), and that CONTRACTOR has

the certification and specialization required by Manufacturer to support both the products sale and products pricing, in accordance with the applicable Manufacturer certification and specialization requirements.

CONTRACTOR warrants that all products are new, in such product's original packaging. CONTRACTOR certifies that CONTRACTOR has sourced all products from Manufacturer and in accordance with all applicable laws and policies at the time of purchase. CONTRACTOR shall provide the COUNTY with a copy of all end user license agreements for each of the products, and shall warrant that all software included in the Services is licensed originally to County of Santa Barbara as the original licensee authorized to use such software. In the event there are questions pertaining to the validity of the products, COUNTY reserves the right to verify the origin of the products with the Manufacturer. In the event the products have been acquired from unauthorized channels, COUNTY further reserves the right to terminate this Agreement and/or return the products for a full refund.

CONTRACTOR warrants to COUNTY that, for the period of five (5) years after the Effective Date ("Warranty Period"), all software and products provided by CONTRACTOR to COUNTY hereunder ("Products") shall (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by County, as set forth in this Agreement; (c) be fit for their intended purpose and operate as intended and in accordance with the specifications set forth in the Agreement. These warranties shall survive delivery, inspection, acceptance and payment of or for such products and software by COUNTY. To the extent within the Warranty Period, CONTRACTOR shall correct any and all errors, omissions and other breaches of the warranty set forth in this Section 9, at the COUNTY's request, without additional compensation.

In the event of any error or failure of any Product during the Warranty Period, CONTRACTOR shall commence repair or replacement of such Product within three (3) business days from the date CONTRACTOR is notified of such error or failure, and shall diligently pursue and complete the necessary repair or replacement of such Product(s) within five (5) business days of such notification. To the extent practicable, such repairs and/or replacements performed hereunder shall be performed by local service providers (defined as a service provider based within the Santa Barbara region, which includes San Luis Obispo, Ventura, and Santa Barbara Counties). To the extent that the Warranty Period extends beyond the Term, this Section 9 shall survive the termination of this Agreement.

CONTRACTOR represents and warrants that it has the skills, expertise, qualifications, licenses and permits necessary to ensure delivery of the Products and perform the Services required under this Agreement. CONTRACTOR warrants to COUNTY that it shall ensure that (a) all Services hereunder shall be performed using personnel of required skill, experience and qualifications, and in a professional and workmanlike manner in accordance with the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged; (b) devote adequate resources to meet its obligations under this Agreement; and (c) ensure that all of CONTRACTOR's equipment used in the performance of this Agreement is in good working order and suitable for the purposes for which it is used, and conforms to all applicable legal requirements and standards, and to the requirements and standards specified by the COUNTY.

## **10. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if

any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

#### **11. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **12. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **13. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

#### **14. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or

delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

#### **15. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### **16. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

#### **17. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

#### **18. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

#### **19. NON-ASSIGNMENT**

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

## **20. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Agreement Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## **21. SECTION HEADINGS**

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## **22. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **23. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## **24. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

## **25. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

## **26. ENTIRE AGREEMENT AND AMENDMENT**

This Agreement, including all Exhibits attached hereto, together with Request for Proposal Number 2580004 for Dell Isilon refresh attached hereto as Attachment 1 to Exhibit A ("RFP") and the Proposal submitted by the CONTRACTOR in response to the RFP, a true and correct copy of which is attached hereto as Attachment 2 to Exhibit A (the "Proposal" and, together with the RFP and the Agreement, collectively, the "Agreement"), contains the entire understanding and Agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

## **27. SUCCESSORS AND ASSIGNS**

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

## **28. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

## **29. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.



### **30. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

### **31. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

### **32. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

### **33. ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions contained in the numbered sections of this Agreement shall prevail over those in the Exhibits, other than Exhibit C, which shall control and prevail. If any Statement of Work, work order, change order, or quotes provided by CONTRACTOR incorporated therein, include any standard printed terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the numbered sections of this Agreement and Exhibits B and C hereto, on the one hand, and CONTRACTOR's Terms, on the other, the County's terms shall take precedence and control, followed by (i) task orders or change orders duly executed by COUNTY hereunder, and then (ii) CONTRACTOR's Terms, if any.

## Agreement for Services of Independent Contractor by and between the County of Santa Barbara and Technogent, Inc.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date executed by COUNTY ("Effective Date").

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors


Date: \_\_\_\_\_


**RECOMMENDED FOR APPROVAL:**

Chris Chirgwin  
Chief Information Officer

**CONTRACTOR:**

Technogent, Inc.

DocuSigned by:  
  
By: \_\_\_\_\_  
D97209A7A68A4A0...  
Department Head

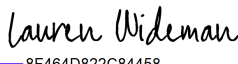
Signed by:  
  
By: \_\_\_\_\_  
A3002BF9D4FD43A...  
Authorized Representative  
Name: Isabel Rivera  
Title: General Counsel


**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

Signed by:  
  
By: \_\_\_\_\_  
8F464D822C84458...  
Deputy County Counsel

Signed by:  
  
By: \_\_\_\_\_  
DF6DB6D7D6344E6...  
Deputy

**APPROVED AS TO FORM:**

Risk Management

DocuSigned by:  
  
By: \_\_\_\_\_  
05E555E00269466...  
Risk Management

## EXHIBIT A

### STATEMENT OF WORK

CONTRACTOR shall be responsible for providing all services hereunder. CONTRACTOR may not assign, delegate or subcontract and of CONTRACTOR's obligations hereunder without the prior written approval of COUNTY in each instance.

**Suspension for Convenience.** COUNTY 's designated representative may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

CONTRACTOR is a reseller of the COUNTY's Isilon file storage system provided by Dell ("Provider") as specified in this Statement of Work, including implementation services, and five years of warranty and support, and CONTRACTOR shall cause Provider to provide to County the products and services in accordance with the provisions of this Agreement.

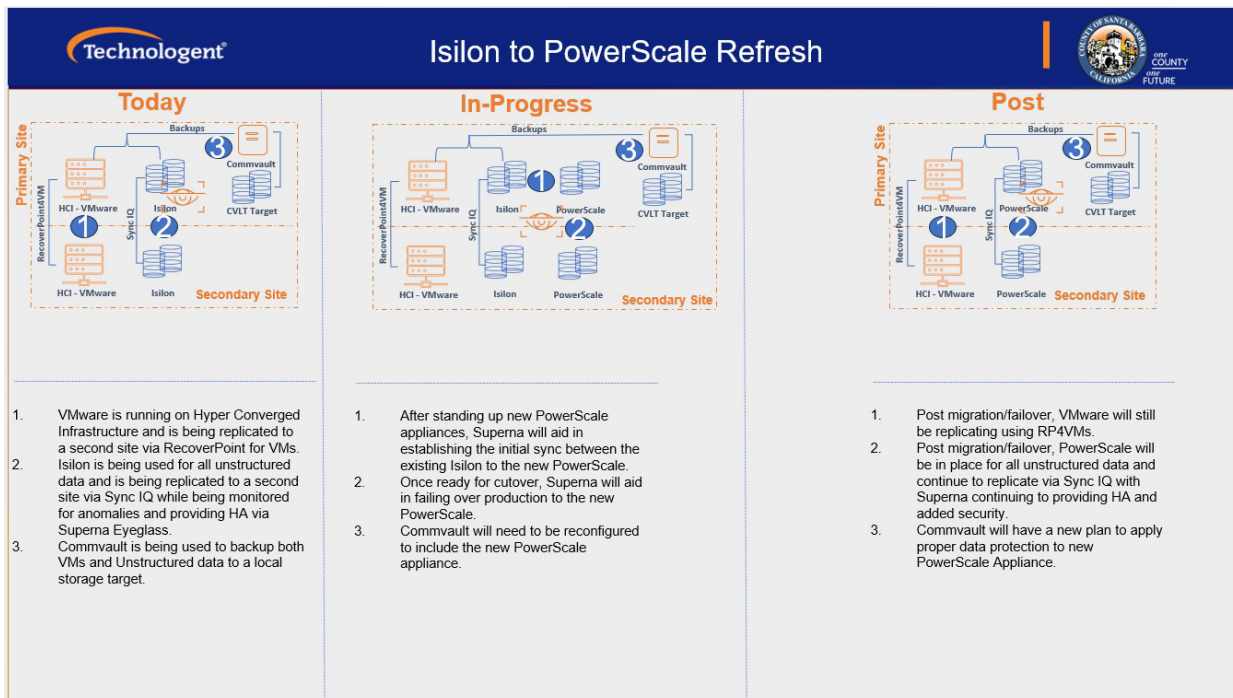
#### Contractor Shall Provide the Following Services:

- All software necessary for implementation and use throughout the term of the Contract.
- All hardware required for mounting in a standard 19-inch rack.
- All licenses required for all software and services included in the Proposal, including related feature upgrades.
- All professional services are necessary for configuration, migration of data from existing environment to the new environment, and the data synchronization between the Production and Disaster Recovery clusters. Ensuring all existing configurations, integrations, workloads, and functionality on the current systems are transferred over to the new system. This includes but is not limited to backups, Ransomware Protection, Disaster Recovery Automation, Data Synchronization, Remote Monitoring Services, Local and Remote Snapshots, File System Quotas.
- The Dell ProDeploy Plus services includes the "racking and stacking" of nodes and switches in the data center, initial configuration of the new cluster. Client reconfiguration (i.e. laptop, workstation, server- side application) is not included as part of this service. The migration services, sub-contacted by Dell and provided by Superna, include data migration and moving over configurations (i.e. replication, snapshot policies).
- Superna Data Migration Services Overview:

This service assists with Tech Refresh of data and configuration from one cluster in a hot\cold configuration to a new pair of clusters. This service offers expertise, planning, design and configuration assistance to enable migration from one cluster to another. Typical use cases are data center move, hardware refresh, retiring an older cluster. The service provides the following:

1. Rental Eyeglass licenses for the duration of the project. During the project more clusters exist than will be required in the final location. This provides fully supported license keys during this time for all clusters added to eyeglass during the service.
  - a. Limited to 6 months.
  - b. For longer migration projects additional fees are required.
2. Design, planning, Configuration of migration to leveraging Eyeglass features to enable:
  - a. 1 x one way failover for 1 cluster to a new cluster
  - b. Data migration with Access Zone migration features as required
3. Planning assistance before scheduled cut over event
4. Actual cut-over uses standard Eyeglass support process for the day of the event and is not an assisted failover.

5. Includes DR quick Start scope of service if no previous DR design exists. See scope details here. If previous DR Design exists these same settings will be reapplied to the new cluster.
6. The migration service is a professional service and includes extra support during the cutover window, we offer an observer model with this service: (Note: Not included in normal product support)
  - a. Support case is opened ahead of time with Superna support for their awareness (support will also complete a pre-cutover readiness assessment of their own)
  - b. Superna resource joins a remote meeting but does not take control. This resource will be guiding the customer on execution order of steps, etc. according to the approved migration plan.
- All warranty, maintenance and support for 5 years.
- The proposed Dell solution will interconnect with Juniper your QFX series switches as the front-end transceiver that are included with the PowerScale A300L are standard 10Gbe SFP+ which will require the County to provide the fiber optic cables and SFPs that are compatible with your Juniper QFX switch.
- Security Management and Reporting - The proposed solution is manageable both remotely and locally from a secure interface with role-based administration. PowerScale OneFS does not support RADIUS. OneFS offers several other authentication methods to access administration and shares. Dell support AD, LDAP, local/file providers, Kerberos and in new versions of OneFS SSO. Both protocol and configuration change auditing are supported and the logs can be "sent" to a customer deployed CEE server.
- Included in the licensing of OneFS is InsightIQ which is a reporting server that the customer can deploy. Once setup and configured, it can historically track various metrics such as performance and capacity utilization. The customer can set up reports and export them. Additional information and documentation can be found here: [PowerScale InsightIQ - Info Hub | Dell US](#)



Technologent and Dell guarantee and warrant that the Solution set forth in such Proposal will not be phased out (e.g., end of life, or end of support) for at least five (5) years after date of purchase by the County.

Dell supports nodes such as the A300L for 5 years after the End of Life (EOL) announcement and as of 4/1/2025, no EOL/EOSS has been announced so, at bare minimum, these nodes will be supported for the next 5 years.

## Dell Technologies P R O D U C T W A R R A N T Y A N D M A I N T E N A N C E T A B L E

The table below sets forth Dell Technologies<sup>1</sup> product-specific warranty and maintenance terms and information. Each product identified as Equipment also includes its related operating system, operating environment or microcode (also defined in many contracts as “Core Software”), if any, unless the table indicates that such operating system is licensed as a separate product. Any Dell Technologies software that is licensed as a separate product and is not specifically identified on this table is governed by the terms stated in the row entitled “software.”

Dell Technologies recommends that you locate products on the following table by simultaneously pressing the “Control” key and the letter “f” key to activate the “Find” feature, and then typing in the name of the applicable product.

Additional information about available Customer Service Options as well as other important information can be found by clicking the link found [here](#).

Notice: In accordance with widely used business practices in the IT industry and in support of Dell Technologies worldwide sustainability and recycling initiatives, Equipment may contain components that are (i) previously unused; or (ii) re-manufactured to contain the most current updates, meet all relevant test specifications and be functionally equivalent to previously unused components. Spare, upgrade and/or replacement components may be re-manufactured. Dell Technologies warranty terms apply equally to all components. For information on Dell Technologies recycling and sustainability efforts please [click here](#).

### Data Protection Products

Product	Standard Warranty	Available Support Options <sup>2</sup>	Designated Customer- Replaceable Units (CRUs) <sup>3</sup>
Automated Failover Manager (AFM) Software <sup>4</sup>	90 days; defective media replacement Support during warranty available with purchase of a RecoverPoint or MirrorView maintenance support option.	Premium	None The AFM is included with RecoverPoint or MirrorView software only
Avamar Data Store	2 years; ProSupport 4HR	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	Power supply, disk drives
Avamar Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	None
Captiva Family Software (Except Pixtools and QuickScanPro products)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced	None
CloudBoost Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Enhanced	None

<sup>1</sup> “Dell Technologies”, as used in this document, means the applicable Dell sales entity (“Dell”) specified on your Dell quote or invoice and the applicable EMC sales entity (“EMC”) specified on your EMC quote. The use of “Dell Technologies” in this document does not indicate a change to the legal name of the Dell or EMC entity with whom you have dealt.

<sup>2</sup> 4HR – 4 hour response objective, MC – mission critical response, NBD – next business day; additional service features are included as part of a purchase of a renewal of an Enhanced, Premium, ProSupport NBD, ProSupport 4HR, ProSupport Plus 4HR/MC and ProSupport One for Data Center NBD and ProSupport One for Data Center 4HR/MC Support Option maintenance contract after May 31, 2018 for this Product; provided, that customer has activated and maintains the currently supported version(s) of connectivity tools (i.e. Secure Connect Gateway, OpenManage Enterprise Services, Embedded Services Enablement, etc.) during the applicable renewal term. These additional service features are specified in the applicable Support Option Service Description that can be found by clicking the link found [here](#). Enhanced and/or Premium Support Option, each, as applicable, is only available as part of a purchase of a renewal of an existing Enhanced and/or Premium Support Option maintenance contract. Customers who have purchased ProSupport with the Mission Critical Option prior to July 18<sup>th</sup>, 2019, or have purchased renewals of that Support Option, please note that your Support Option Service Description was merged with ProSupport NBD, but your Support Option entitlement and service features have not changed. Select Customers are also eligible to purchase the Dell Technologies Telco Respond and Restore Support Add-On option by invitation to supplement their ProSupport One for Data Center 4HR/MC or ProSupport Plus support option.

<sup>3</sup> **Customer Replaceable Units (CRUs):** CRUs are specific assemblies, components, or individual parts of designated Dell Technologies equipment that the Customer is authorized by Dell Technologies to self-replace. In the event of a failure or technical issue, the Customer may remove and replace a CRU by using Dell Technologies-provided diagnostic tools and/or documentation. Assemblies or components not designated as CRUs must be serviced and/or replaced by Dell Technologies or a Dell Technologies authorized service partner.

<sup>4</sup> **Remote Installation of New Software Releases for Connected Equipment:** This feature applies to associated embedded operating environment software covered by a Dell warranty or a current Dell maintenance contract. Equipment operating environment software is defined as user interface software programming and/or microcode needed to enable the Equipment administration, control, and performance of its basic functions, and without which the equipment cannot operate. Customer is entitled to remote installation of the OE software updates with an activated and maintained supported version of secure connect gateway software. <sup>4</sup> = defines applicable products in the Table.

## Data Protection Products

Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs) <sup>3</sup>
Data Domain System <sup>4</sup>	3 year hardware only; Limited  Software (DDOS) 90 day; defective media replacement Support for DDOS during warranty available with purchase of a maintenance support option	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	Power supply, disk drives, SAS controller on ES20, external fans, bezels, cables and rails
Data Protection Advisor	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	None
Data Protection Suite	90 day; defective media replacement Support during warranty available with purchase of a maintenance support option	ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	None
DatabaseXtender Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced	None
Integrated Data Protection Appliance <sup>4</sup>	3 year hardware only; Limited	ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD (4400 only)	None.
Integrated Data Protection Appliance Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD (4400 Only)	None
NetWorker Family Software (except for NetWorker Fast Start)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced ProSupport Plus 4HR/MC  ProSupport 4HR ProSupport NBD	None
PowerProtect Equipment	3 year hardware only; Limited	ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	Power supply, disk drives, SAS controller on ES20, external fans, bezels, cables and rails
PowerProtect Software	90 day; defective media replacement Support during warranty available with purchase of a maintenance support option	ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	None
ProtectPoint Software	90 day; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
RecoverPoint Equipment <sup>4</sup>	3 years; ProSupport 4HR/MC Mission Critical	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
RecoverPoint Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
SourceOne eDiscovery Equipment	1 year; Enhanced	Premium Enhanced	Power supply, disk drives
SourceOne eDiscovery Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced	None
SourceOne Family Software (excluding SourceOne eDiscovery)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced ProSupport 4HR ProSupport NBD	None

## Hyperconverged and Converged Infrastructure

Product	Standard Warranty	Available Support Options	Designated Customer-Replaceable Units (CRUs) <sup>3</sup>
PowerFlex Software	90 days; Support during warranty available with purchase of a maintenance support option	ProSupport Plus 4HR ProSupport 4HR ProSupport NBD	None
VxFlex Ready Node	3 year, hardware only; Limited	ProSupport Plus 4HR ProSupport 4HR ProSupport NBD ProSupport One for Data Center 4HR/MC ProSupport One for Data Center NBD	Per PowerEdge hardware
PowerFlex custom node	3 year, hardware only; Limited	ProSupport Plus 4HR ProSupport 4HR ProSupport NBD ProSupport One for Data Center 4HR/MC ProSupport One for Data Center NBD	Per PowerEdge hardware
PowerFlex Appliance	3 year, hardware only; Limited	ProSupport Plus 4HR ProSupport 4HR ProSupport NBD ProSupport One for Data Center 4HR/MC ProSupport One for Data Center NBD	Disks/Drives, Power Supply
PowerFlex Integrated Rack	90 days, hardware only; Limited	ProSupport Plus 4HR/MC, ProSupport 4HR ProSupport NBD ProSupport One for Data Center 4HR/MC ProSupport One for Data Center NBD	Per PowerEdge hardware
PowerOne	1 year, hardware only; Limited	ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	Per Server hardware
VBlock	90 days, hardware only; Limited	Core Plus Premium ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	Per Server hardware
VxBlock	90 days, hardware only; Limited	Core Plus Premium ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	Per Server hardware. Cisco Intersight Essentials License Tier Supported.
VVxRack Node	1 year; Limited	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR	None
VxRail <sup>4</sup>	3 year, hardware only; Limited	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport One for Data Center 4HR/MC ProSupport One for Data Center NBD	Disks, power supply, Memory
vSAN Ready Node	3 year, hardware only; Limited	ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	Per Server hardware
XC Products	3 year, Limited	ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	Per Server hardware

## Networking Products

Product	Standard Warranty	Available Support Options	Customer- Replaceable Units (CRUs) <sup>3</sup>
---------	-------------------	---------------------------	---



Dell Technologies Networking Product Warranty information is listed at: <a href="http://www.dell.com/networkingwarranty">www.dell.com/networkingwarranty</a>	Dell Technologies Networking Product Warranty information is listed at: <a href="http://www.dell.com/networkingwarranty">www.dell.com/networkingwarranty</a>	ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD Basic (as specified on your Dell quote or invoice) ProSupport One for Data Center 4HR/MC ProSupport One for Data Center NBD	CRUs for Networking Products varies by region and Product type. Dell Technologies monitors performance and activity for specific Networking components and updates CRU lists based on the latest feedback. For more information about a specific part or component please consult the applicable Product Documentation and contact Dell Technologies if you have any further questions.
Connectrix Family of Directors <sup>4</sup>	3 year; Limited	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD ProSupport One for Data Center 4HR/MC ProSupport One for Data Center NBD	Power supplies, fans, optics, cables
Connectrix Family of Switches <sup>4</sup> (except Connectrix devices listed below)	3 year; Limited	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD ProSupport One for Data Center 4HR/MC ProSupport One for Data Center NBD	Power supplies, fans, SFP, cables and the complete switch when applicable
Connectrix B-Series & MDS Series Management Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD ProSupport One for Data Center 4HR/MC ProSupport One for Data Center NBD	None

#### OTHER WARRANTY TERMS AND LIMITATIONS RELATED TO NETWORKING PRODUCTS:

- Select Dell Technologies Networking products carry a lifetime limited hardware warranty with Basic Hardware Service (repair or replacement) for five (5) years from date of original shipment, subject to parts availability, as set forth at: [www.dell.com/networkingwarranty](http://www.dell.com/networkingwarranty). Repair or replacement support for any Dell Technologies Networking product with limited lifetime warranty does not include configuration or configuration assistance, or other advanced service and support provided by ProSupport and ProSupport Plus services. The warranty does not apply to products purchased before first announcement in Spring 2011. Dates vary by region. Contact customer service to verify if your product qualifies.
- Select Dell Technologies Networking products carry an Extended Life Limited Hardware Warranty with Basic Hardware Service (repair or replacement), which extends until 5 years after date of original shipment, subject to parts availability, as set forth at: [www.dell.com/networkingwarranty](http://www.dell.com/networkingwarranty), subject to the specific clarifications and limitations listed below. Repair or replacement support for any Dell Technologies Networking product with Extended Life Limited Hardware Warranty does not include configuration or configuration assistance, or other advanced service and support provided by ProSupport and ProSupport Plus services. The Extended Lifetime Limited Warranty is not transferrable.
  - Clarifications and limitations pertaining to products with Extended Life Limited Hardware Warranty**
    - W-Series Access Points: W-AP92/93/93H, W-IAP92/93, W-AP104/105, W-IAP105, W-AP124/125, W-AP134/135, W-IAP134/135 — Warranty limits any power supply, antennae or accessories to 1 year from date of purchase.

#### Server Products

Product	Standard Warranty	Available Support Options	Customer- Replaceable Units (CRUs) <sup>3</sup>
Connected Smart-UPS	3 year hardware only; Limited  90 days for BIOS/firmware; defective media replacement Support during warranty available with purchase of a maintenance support option	ProSupport Plus 4HR/MC, ProSupport 4HR ProSupport NBD Basic ProSupport One for Data Center 4HR/MC ProSupport One for Data Center NBD	CRUs for Server Products vary by region and Product type. Dell Technologies monitors performance and activity for specific Server components and updates CRU lists based on the latest feedback. For more information about a specific part or component please consult the applicable Product Documentation and contact Dell Technologies if you have any further questions.

PowerEdge H Series R Series up to 300s, T Series up to 300s,	1 year hardware only; Limited  90 days for BIOS/firmware; defective media replacement Support during warranty available with purchase of a maintenance support option	ProSupport Plus 4HR/MC, ProSupport 4HR ProSupport NBD Basic ProSupport One for Data Center 4HR/MC ProSupport One for Data Center NBD	CRUs for Server Products vary by region and Product type. Dell Technologies monitors performance and activity for specific Server components and updates CRU lists based on the latest feedback. For more information about a specific part or component please consult the applicable Product Documentation and contact Dell Technologies if you have any further questions.
PowerEdge C Series, FX Series, M Series, MX Series, R Series 400s and above, T Series 400s and above, VRTX Series, XE Series, XR Series,	3 year hardware only; Limited  90 days for BIOS/firmware; defective media replacement Support during warranty available with purchase of a maintenance support option	ProSupport Plus 4HR/MC, ProSupport 4HR ProSupport NBD Basic ProSupport One for Data Center 4HR/MC ProSupport One for Data Center NBD	CRUs for Server Products vary by region and Product type. Dell Technologies constantly monitors performance and activity for specific Server components and updates CRU lists based on the latest feedback. For more information about a specific part or component please consult the applicable Product Documentation and contact Dell Technologies if you have any further questions.

#### OTHER WARRANTY TERMS AND LIMITATIONS RELATED TO SERVER PRODUCTS:

The limited hardware warranty lasts for the time period indicated on your EMC Quote or your Dell Quote or invoice, and the applicable entry in the tables above, except for the following Dell-branded hardware:

- All variants of ioDrive® NAND Flash devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the Rated Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Rated Life. **ioDrive is a registered trademark of Fusion-io.**
- Your series 5, 6 or 7 PowerEdge RAID Controller (PERC) battery may provide up to 72 hours of controller cache memory backup power when new. Under the 1-year limited hardware warranty, we warrant that the battery will provide at least 24 hours of backup coverage during the 1-year limited hardware warranty period. Service offerings such as ProSupport and ProSupport Plus services may be available to provide longer service periods for an additional fee.
- Your Series 8/9 PERC controller battery comes with a 3-year limited hardware warranty, which cannot be extended beyond 3 years. Service offerings such as ProSupport and ProSupport Plus services may be available to provide longer service periods for an additional fee.
- Your CMOS (Complementary Metal Oxide Semiconductor) battery comes with a 1-year limited hardware warranty, which cannot be extended beyond 1 year. Service offerings such as ProSupport and ProSupport Plus services may be available to provide longer service periods for an additional fee.
- Serial ATA (SATA) and Serial-Attached SCSI (SAS) hard drives purchased as a component of Dell Technologies server products carry a 1-year limited hardware warranty, independent of system warranty. A separate Service offering such as ProSupport and ProSupport Plus may be available, for an additional fee, to extend the hard drive warranty up to a maximum of 5 years from the original shipment date.
- Enterprise SATA value/mix use solid-state drives (SSDs), enterprise SATA read intensive SSDs and slim SATA SSDs are not eligible for purchase of extended warranty coverage beyond 3 years from the original shipment date, unless purchased with a separate service offering such as ProSupport or ProSupport services, which may be available to extend warranty up to 5 years from the original shipment date for an additional fee.
- Dell power distribution units (PDUs) and keyboard/monitor/mouse consoles (KMMs) purchased independent of a system carry a 1-year limited hardware warranty. Dell PDUs and KMMs purchased with a system are covered by the greater of 3 years or the term of the system limited hardware warranty.
- All variants of PowerEdge Express Flash PCI Express (PCIe) SSD devices carry the length of the limited hardware warranty coverage for the Dell system with which the PowerEdge Express Flash PCIe SSD device is shipped. PowerEdge Express Flash PCIe SSD devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date. Additionally, PowerEdge Express Flash PCIe SSD devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the Device Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Device Life.
- Enterprise SATA, SAS and NVMe SSDs purchased as a component of Dell Technologies Server Products are not eligible for purchase of extended warranty coverage beyond 3 years from the original shipment date, unless purchased with a separate service offering such as ProSupport or ProSupport services, which may be available to extend warranty up to 5 years from the original shipment date for an additional fee. All such SSD devices have a maximum Device Life. The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials but does not cover problems related to the device reaching its maximum Device Life.

#### Storage Products

Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs) <sup>3</sup>
AppSync	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	None

Blade Logic Brand Software	No longer available for sale; maintenance only	Premium Enhanced	None
Centera Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
CLARiiON AX4 series equipment <sup>4</sup>	3 years; Enhanced	Premium Enhanced	All AX4-5 replacement parts are CRUs except for the chassis/midplane; Installation of AX4 Core software and system-based software releases
CLARiiON AX4 software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced	Not Applicable
CLARiiON CX4-series Equipment <sup>4</sup>	No longer available for sale; maintenance only	Premium Enhanced	Power supply, cooling units, small form factor pluggable transceivers, disk drives per approval of Disk Replacement Utility (DRU) tool, DAE power supply, LCC; Installation of CX4-Series Core software and system-based software releases
CloudArray Software (Appliance and Virtual Edition)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
CloudArray Appliance Equipment	1 year; Limited	Premium ProSupport Plus 4HR/MC ProSupport 4HR	Disk Drives, Power Supply
CloudLink SW	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
Cloud Tiering Appliance – Virtual Edition (CTA/VE) Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced	None
Dell Data Analytics Engine	Equipment 3 Years, Limited	ProSupport Plus and 4HR Mission Control ProSupport Plus Mission Critical 8-Hour Onsite Service-(Brazil Only) ProSupport and 8-Hour Onsite Service-(Brazil Only) RESTRICTED: ProSupport One Data Center and 4HR Mission Critical Volume Medium (VP Only) RISTRICTED: ProSupport One Data Center and 4HR Mission Critical Volume Very Low (VP Only)	None
Dell Data Lakehouse Software	90 days; defective media replacement Support during warranty available with purchase of a Maintenance support option	ProSupport Plus	None
Dell Technologies Cloud for Microsoft Azure Stack Platform Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	ProSupport Plus 4HR/MC ProSupport 4HR	None
Dell Technologies Cloud for Microsoft Azure Stack Scale Unit Equipment	1 year; Limited	ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	None
Disk Library DL1500, DL3000, and 3D 4000 Family Equipment	3 years; Enhanced	Premium Enhanced	None
Disk Library Family Equipment (except for DL1500, DL3000, and 3D 4000)	2 years; Premium	Premium	None

Disk Library for Mainframe, DLm8000/6000/2000/1000, DLm8100 w/VMAX, DLm8100 w/DD, DLm2100 w/DD DLm2100 w/VNX	2 years; ProSupport 4HR for DLm8100 w/VMAX, DLm8100 w/VNX/DD, DLm2100 w/DD, DLm2100 w/VNX  2 years; Premium for DLm8000/6000/2000/1000	Premium for DLm8000/6000/2000/1000 Premium, ProSupport Plus 4HR/MC, ProSupport 4HR DLm8100 w/VMAX, DLm8100 w/VNX/DD, DLm2100 w/DD, DLm2100 w/VNX	None
---	--	--	------

Storage Products			
DSSD D5	1 year; Limited	Premium	None

ECS Appliance Equipment <sup>4</sup>	Equipment: 1 year; Limited	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	None
ECS Appliance Software	90 days; defective media replacement. Support during warranty available with purchase of a maintenance support option	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	None
Geographically Dispersed Disaster Restart Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Greenplum Data Computing Appliance (DCA)	1 year hardware only; Limited	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
Greenplum Data Integration Accelerator (DIA)	1 Year hardware only; Limited  90 days for software in the DIA; defective media replacement Support for software during warranty available with the purchase of a maintenance support option	Premium (covers both hardware and software portion of the DIA)	None
Greenplum DCA OE (Operating Environment Software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
Isilon and/or PowerScale Family Equipment <sup>4</sup>	3 year hardware only; Limited	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD ProSupport One for Data Center 4HR/MC ProSupport One for Data Center NBD	Power supplies, power cables, NVRAM batteries (applies only to Isilon Gen6), Hard Disks, Rail kits, IB switches, IB cables, faceplates
Isilon and/or PowerScale Family Software	90 day; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD ProSupport One for Data Center 4HR/MC ProSupport One for Data Center NBD	None
Mainframe Disk Library (MDL) Equipment	1 year; Basic	Premium Enhanced Basic	Disk drives, power supplies
Mainframe Disk Library (MDL) Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced Basic	None
ObjectScale	Software – 90 days; defective media replacement Support during warranty available with purchase of a maintenance support option.	ProSupport Plus 4HR/MC ProSupport 4HR	None
Open Migrator/LM Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Open Replicator for Symmetrix Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, ProSupport Plus 4HR/MC ProSupport 4HR	None
PowerExchange PWX Connector to Greenplum	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
PowerMax Equipment <sup>4</sup>	3 year hardware only; Limited	ProSupport Plus 4HR/MC ProSupport 4HR	None

PowerMax Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	ProSupport Plus 4HR/MC ProSupport 4HR	None
PowerPath Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
PowerStore <sup>4</sup>	Hardware - 3 year hardware only; Limited  Software - 90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD ProSupport One for Data Center 4HR/MC ProSupport One for Data Center NBD	DIMMs, Fans, LCC, Drives, I/O cards Node processor, cables

### Storage Products

ProSphere Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Basic	None
SRDF Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
Storage Resource Management Suite	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
Symmetrix DMX Enginuity (operating environment software)	3 years; Premium	Premium	None
Symmetrix Management Console Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Symmetrix Manager Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Symmetrix Optimizer Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
Symmetrix DMX Family Equipment <sup>4</sup> (excluding Symmetrix VMAX)	3 years; Premium	Premium	None
Symmetrix VMAX, VMAXe, VMAX 10K/40K Enginuity (operating environment software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
Symmetrix VMAX, VMAX 10K/40K Family Equipment <sup>4</sup>	3 years; ProSupport 4HR  (Space Drive Replenishment Process required on Systems entitled with Post Standard Support during the active coverage period).	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
Symmetrix VMAX3 100K/200K/400K Family Equipment <sup>4</sup>	3 years; ProSupport 4HR  (Space Drive Replenishment Process required on Systems entitled with Post Standard Support during the active coverage period).	Premium, ProSupport Plus 4HR/MC ProSupport 4HR	None
Symmetrix VMAX3 100K/200K/400K HyperMax OS (Operating Environment Software)	90 days; defective media replacement  Support during warranty available with purchase of a maintenance support option	Premium, ProSupport Plus 4HR/MC ProSupport 4HR	None
Telestream Flip Factory (Vantage) Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced Basic	None

Unity All Flash Family Equipment <sup>4</sup>  Unity 350F Unity 450F Unity 550F Unity 650F Unity XT 380F Unity XT 480F Unity XT 680F Unity XT 880F	3 year, hardware only; Limited  Software (Unity OE) – see below	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD ProSupport One for Data Center 4HR/MC (XT Platforms Only) ProSupport One for Data Center NBD	Drives, power supply, I/O card, storage processor, cables, memory, link control card, SSD, fan, SFP
Unity Hybrid Family Equipment <sup>4</sup>  Unity 300 Unity 400 Unity 500 Unity 600 Unity XT 380 Unity XT 480 Unity XT 680 Unity XT 880	3 year, hardware only; Limited  Software (Unity OE) – see below	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD ProSupport One for Data Center 4HR/MC (XT Platforms Only) ProSupport One for Data Center NBD	Drives, power supply, I/O card, storage processor, cables, memory, link control card, SSD, fan, SFP

## Storage Products

UnityVSA Professional Edition	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Enhanced ProSupport 4HR ProSupport NBD	None
Unity OE (Operating Environment Software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	None
Unity (optional software products)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR	None
VFCache	3 years; Enhanced	Premium Enhanced	VFCache PCIe card
ViPR	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
ViPR SRM	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
VMAX All Flash Family Equipment <sup>4</sup>  VMAX 250F, FX; VMAX 450F, FX; VMAX 850F, FX; VMAX 950F, FX	1 year; Limited	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
VMAX 10K File <sup>4</sup>	3 years, Premium	Premium	None
VMAX NAS Gateway with VNX VG10 or VNX VG50 Data Movers <sup>4</sup>	3 years, Enhanced	Premium Enhanced	Power supply, UltraFlex I/O module, SFP, management module
VNX CA <sup>4</sup>	3 years, ProSupport 4HR	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	Disks, power supply, fan assembly, SFP, link control card, UltraFlex I/O module, management module
VNX F <sup>4</sup>	1 year, hardware only; Limited  Software (VNX OE) – see below	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	Disks, power supply, fan assembly, SFP, link control card, UltraFlex I/O module, management module
VNX OE (Operating Environment Software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR	None
VNX (Optional Software Products)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR	None
VNX VG2 <sup>4</sup> VNX VG8 <sup>4</sup> VNX VG10 <sup>4</sup> VNX VG50 <sup>4</sup>	3 years, Enhanced	Premium Enhanced	Power supply, UltraFlex I/O module, SFP, management module
VNX5100 <sup>4</sup>	3 years, ProSupport 4HR	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	Disks, power supply, standby power supply, SFP, link control card
VNX5150 <sup>4</sup>	3 years, Basic	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	Disks, power supply, standby power supply, SFP, link control card



VNX5200 <sup>4</sup> VNX5400 <sup>4</sup> VNX5600 <sup>4</sup> VNX5800 <sup>4</sup> VNX7600 <sup>4</sup> VNX8000 <sup>4</sup>	3 years, ProSupport 4HR	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	Drive, power supply, fan assembly, SFP transceiver, link control card, UltraFlex I/O module, management module
VNX5300 <sup>4</sup>	3 years, ProSupport 4HR	Premium Enhanced ProSupport Plus 4HR/MC ProSupport 4HR ProSupport NBD	Disks, power supply, standby power supply, SFP, link control card, UltraFlex I/O module, management module

## Storage Products

VNXe OE <sup>4</sup> (Operating Environment Software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, ProSupport 4HR (VNXe3300)  Premium, Enhanced, Basic, ProSupport 4HR (VNXe3100, VNXe 3150 and VNXe3200)	None
VNXe (Optional Software products)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, ProSupport 4HR (VNXe3300)	None
VNXe1600 <sup>4</sup> VNXe3150 <sup>4</sup> VNXe3200 <sup>4</sup>	3 years, Basic	Premium Enhanced Basic ProSupport 4HR	Disk, power supplies (DAE and DPE), I/O card, storage processor, AC/Fibre cables, memory, link control cards (LCC), and SSD
VNXe3300 <sup>4</sup>	3 years, ProSupport 4HR	Premium Enhanced ProSupport 4HR	Disk, power supplies (DAE and DPE), I/O card, storage processor, AC/Fibre cables, memory, link control cards (LCC), and SSD
VNX-VSS OE (Operating Environment Software for VNX-VSS)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Enhanced Basic ProSupport 4HR	None
VNX-VSS100 <sup>4</sup>	1 year, Limited	Enhanced Basic ProSupport 4HR	Disks, power supply, standby power supply, SFP, link control card, UltraFlex I/O module
VPLEX All Flash Family Equipment <sup>4</sup>	3 years, hardware only; Limited  Software (VPLEX OE) – see below	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
VPLEX Family Equipment <sup>4</sup>	3 years, hardware only; ProSupport 4HR  Software (VPLEX OE) – see below	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
VPLEX OE (Operating Environment Software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
XtremIO Equipment <sup>4</sup>	1 year; Limited	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
XtremIO Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ProSupport Plus 4HR/MC ProSupport 4HR	None
XtremSF	3 years or maximum endurance reached, whichever occurs first; Basic. Replacement of server flash PCIE cards that have reached their maximum endurance is not included. Contact Dell Technologies or an authorized Dell Technologies partner to purchase a replacement when maximum endurance has been reached. Refer to the XtremSF user guide for additional information regarding maximum endurance.	Premium Enhanced Basic	XtremSF PCIe card
XtremSW Cache	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced Basic	None
XtremSW Suite	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium Enhanced	None
z/OS Storage Manager Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None

## Other Software Products

Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs) 3
---------	-------------------	---------------------------	---

Dell BSAFE	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Basic	No CRUs. Included - Rights to new Software Releases.
Software (all other Dell Technologies Software products not listed separately in this table)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Basic	None
Streaming Data Platform Subscription	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	ProSupport Plus 4HR/MC	None
Streaming Data Platform TLA	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	ProSupport Plus 4HR/MC ProSupport 4HR	None

Copyright © 2020-25 Dell Inc. or its subsidiaries. All Rights Reserved. Dell, EMC, Dell Technologies and other trademarks are trademarks of Dell Inc. or its subsidiaries. Other trademarks may be trademarks of their respective owners.

H4276.132

Rev. June 9, 2025



## ProSupport Plus for Infrastructure



# Proactive, Predictive, and Personalized Support for Business-Critical Systems



When seamless IT operations are critical to your business, trust **ProSupport Plus for Infrastructure**. Combining proactive, automated support, rapid responses, predictive analytics and personalized, actionable insights, ProSupport Plus for Infrastructure delivers Dell's most comprehensive and advanced support solution to ensure high availability of your vital systems—empowering you to drive your business forward with confidence.



### Rapid, Expert Response

- **Priority Access:** Skip the queues and get immediate direct access to senior Dell support engineers for expert troubleshooting and swift resolution.
- **Seamless Collaboration:** Broad support for eligible third-party software allows us to deliver a support experience that saves valuable time and resources.
- **Critical Problem Solutions:** We address mission-critical issues with unmatched urgency and expertise to rapidly restore system function and keep your operations moving forward.



### Proactive and Predictive Support

- **Advanced Automation:** Stay ahead of problems by leveraging our AI-driven automated support to detect and resolve issues before they can escalate and impact operations.
- **Maximized Uptime:** Prevent or plan for downtime with predictive hardware anomaly detection
- **Proactive System Maintenance:** Keep your infrastructure code current and performing at peak through semi-annual system maintenance, coordinated by your Technical CSM and delivered by Dell's Remote Proactive Services team.
- **Reduced Risk:** Automated cybersecurity monitoring and mitigation provide another layer of protection for your IT environment.



### Intelligent, Actionable Insights

- **Support that Drives Sustainability:** Energy and emissions tracking and carbon footprint forecasting combined with infrastructure analytics enable informed sustainability and stewardship decisions.
- **Accelerate Business Outcomes:** Harnessing Dell expertise, advanced analytics and AI-driven insights, your Technical CSM will identify and communicate success initiatives and optimal strategies that enable you to achieve the outcomes that matter most to your business.

# 97%



of ProSupport Infrastructure Suite customers are highly satisfied with the technical support they receive<sup>1</sup>

# ProSupport Plus for Infrastructure

## Outcome Assistance and Advocacy *via assigned Technical Customer Success Manager*

Enjoy a frictionless customer experience with cross-functional lifecycle management aligned to your goals

From onboarding to continuous improvement to refresh and renewal, Technical CSMs build trusted partnerships to ensure sustained customer success at every stage of the technology journey.

Accelerate time-to-value of your investments in Dell solutions

Through onboarding assistance, education and success planning, your Technical CSM will identify ways to help you maximize the value of your Dell infrastructure and services.

Turn challenges into opportunities with actionable strategies powered by data and AI-driven analytics<sup>2</sup>

Customer Success IT Optimization Reviews provide opportunities for your Technical CSM to share insights and recommendations on support trends, infrastructure health and performance, code currency, security advisories and more—guidance that helps you minimize risk while optimizing your ecosystem and services.

## Proactive Monitoring & Actionable Insights *via Dell's connectivity solutions and tools*

Quickly visualize infrastructure performance through a current system health score<sup>2</sup>

View in-depth infrastructure details, trends and actionable insights in Dell AIOPS<sup>3</sup> easy-to-use health monitoring dashboard.

Get ahead of problems with proactive issue detection and automated case creation<sup>2</sup>

Persistent, proactive monitoring of your infrastructure enables secure connect gateway technology to detect a problem. We automatically open a support case and alert you—sometimes before you even know there is an issue.

Cybersecurity monitoring and recommended mitigation provide another layer of protection<sup>2</sup>

Dell AIOPS Cybersecurity Assessment continuously monitors security configurations and notifies you of risks, infrastructure security misconfigurations and recommended actions. [Learn more.](#)

Predictive performance and capacity analysis address bottlenecks<sup>2</sup>

Dell AIOPS delivers advance warning when compute and storage will reach maximum performance and capacity, providing you ample time to balance workloads and budget for equipment expansions and refreshes.

Prevent or plan for downtime with predictive hardware anomaly detection<sup>2</sup>

We analyze telemetry data and detect anomalies that could lead to a hardware failure. If a failure is predicted, a service request is automatically generated on your behalf—enabling proactive mitigation.

Energy consumption and carbon footprint forecasting support sustainability initiatives<sup>2</sup>

Combining IT infrastructure energy and emissions tracking and forecasting with analytics, Dell AIOPS enables informed decisions regarding workload consolidation and technology refreshes. [Learn more.](#)

Streamline internal IT efforts with efficient service request and escalation management tools

MyService360 provides fleet-wide visibility of incident management, along with actionable insights on infrastructure health and risks—helping you efficiently manage your environment and boost IT services health. [Learn more.](#)

## Support Essentials

Count on Mission Critical Support to get you back up and running as quickly as possible during Sev 1 incidents and natural disasters

Mission Critical Support includes:

- Critical situation ("CritSit") incident management procedures.
- On demand, onsite diagnosis from Dell.<sup>2</sup>
- Rapid dispatch of a senior field engineer in parallel with phone-based troubleshooting.
- Six-hour call-to-repair objective for hardware-related issues.<sup>2</sup>
- Priority production in the event of a critical situation caused by natural disaster.

Keep systems code current and performing at peak through Proactive System Maintenance

Includes a System Maintenance Plan along with remote delivery support to implement recommendations and validate implementation success.

Priority access to expert support

Skip the queues—ProSupport Plus customers are immediately routed to a senior technical support engineer specializing in the affected technology. Available 24x7x365.

Bringing your own software? We provide 3rd party software support

Dell Support is your single point of accountability for eligible 3<sup>rd</sup> party software installed on your ProSupport Plus covered system—whether you purchased it from us or not. [Eligible software list](#)

Rapid onsite labor response and parts delivery

Within 4-hours after isolating the problem and determining that onsite hardware support is necessary, Dell Technologies will send authorized personnel, with replacement part(s) if necessary, to the customer's site for resolution.



### Get connected for full advantage

**Secure connect gateway** is the backbone of Dell's proactive and predictive support and your key to unlock the full potential of your ProSupport Plus for Infrastructure contract. Experience AI-driven monitoring, actionable system insights, and automated issue resolution seamlessly integrated into your IT environment.

[Learn more](#)

Learn more about  
**Support Services  
for Infrastructure**

<sup>1</sup>Based on an internal analysis from Dell Technologies March 2025. <sup>2</sup>Requires asset connectivity to Dell.

<sup>3</sup>Formerly CloudIQ, APEX AIOPS Infrastructure Observability. Only available with ProSupport or ProSupport Plus for Infrastructure services.

# **Attachment 1 to Exhibit A**

## **County Request for Proposal Number 2580004 for Isilon Upgrade Project**



## *Request for Proposal (RFP)*

County of Santa Barbara  
Dell Isilon Refresh

---

TITLE: Dell Isilon Refresh  
RFP NUMBER: 2580004  
ISSUE DATE: **Tuesday, March 11, 2025**

**BUYER**

NAME: Christian Garcia  
PHONE: 805-568-2696  
EMAIL: [cgarcia@countyofsb.org](mailto:cgarcia@countyofsb.org)  
DEPARTMENT: General Services, Procurement Services  
260 N San Antonio Rd  
Santa Barbara, CA 93110

**RFP OPENING**

DATE: **Wednesday, April 23, 2025**  
TIME: 2 p.m. PST

Replies to this RFP must be submitted via Public Purchase™ website  
<https://www.countyofsb.org/1580/Bid-Opportunities>  
no later than the date and time indicated above for the RFP Opening.  
Submittal by mail, fax or e-mail is not acceptable.

NOTE: This RFP does not constitute an order for the  
goods or services specified.

**TABLE OF CONTENTS**

I. ABOUT THE COUNTY OF SANTA BARBARA.....3

II. GENERAL INFORMATION.....3

III. RFP TIMELINE ..... 4

IV. REGISTERING WITH PUBLIC PURCHASE.....4

V. GENERAL CONDITIONS ..... 5

VI. ANICLLARY REQUIREMENTS ..... 7

VII. SCOPE OF SERVICES AND DELIVERABLES.....8

VIII. MANDATORY RESPONSE REQUIREMENTS.....12

IX. EVALUATION AND SELECTION.....13

**Attachments:**

A. LISTING OF COUNTY DEPARTMENTS AND WEBSITES ..... 16

B. MANDATORY REPLY FORM: REFERENCES ..... 17

C. COUNTY OF SANTA BARBARA EQUIPMENT DATA ..... 18

D. ADDITIONAL RESPONDER RESPONSIBILITIES AND REQUIREMENTS ..... 19

E. TEMPLATE FOR AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR..... 26



---

## **I. ABOUT THE COUNTY OF SANTA BARBARA**

The County of Santa Barbara's identity is characterized by our unique geographical combination of beaches, mountains, communities, and farmlands located on the Pacific edge of the United States. The County's adage of "One County. One Future" represents our virtue of working together towards a shared future. This way of thinking includes our mindset about how we approach our daily work and deliver services to the public. Although we are one of 58 counties in California, we consider our County to be one of a kind.

The County's operations are organized into 22 Departments that deliver services to the public, provide support to other County Departments, and provide countywide policy and executive oversight. While some core functions are centralized, the County is generally characterized as a decentralized organization, with individual Departments having some degree of autonomy in their business decisions.

## **II. GENERAL INFORMATION**

The County of Santa Barbara (the "County"), through its Procurement Services, and on the behalf of the Information Technology Department ("ITD"), is requesting proposals from qualified vendors for Dell Isilon Refresh per the following specifications. This Request for Proposals ("RFP") outlines the proposal requirements and presents the selection timetable. The Chairperson of the Board of Supervisors shall execute the contract resulting from this RFP, if any.

By submitting a proposal in response to this RFP ("Proposal"), each proposer ("Proposer" or "Vendor") is indicating an interest in entering into a contract with the County to provide the Solution described herein, in accordance with the terms and conditions described herein, and in substantially the form of the Form of Agreement (defined below).

This project consists of a technology refresh and upgrade of the **Dell Isilon** infrastructure portion of the County's IT Infrastructure. ITD's maintenance plan establishes optimal refresh/upgrade points during the service life of system equipment to ensure continued supportability throughout the lifecycle. These changes are in the form of component substitution, replacement, or re-design of the equipment. Executing this technology refresh plan is vital to ensuring the data communications system is technically capable, available, sustainable and cost-effective. The goals of this project include the replacement of aging and obsolete equipment, the creation of a system with higher availability than the existing offering, and the provision of increased storage capacity ("Project").

### III. RFP TIMELINE

March 11, 2025	RFP published by County
March 24, 2025	Deadline for Vendors to submit RFP Questions to County
April 2, 2025	County publishes answers to RFP Questions
April 23, 2025	Proposal submission deadline (2 p.m. PST)
TBD	County completes final evaluation
TBD	County provides Notice of Intent to Award

### IV. REGISTERING WITH PUBLIC PURCHASE

#### 1. **Registering**

Public Purchase is a web-based eProcurement service that Santa Barbara County Procurement partners with to post bid and proposal notifications and transmittal of bid and proposal solicitations. Vendors wishing to submit a Proposal in response to this RFP must first register on the County of Santa Barbara Public Purchase website at Public Purchase: Vendor Registration. Successful registration will allow Proposers to receive email updates regarding the RFP process and the ability to upload their final Proposal package to the site. Proposers are recommended to register as a Supplier as soon as possible – it can take 24-to-48 hours for your account to become active.

To register as a Supplier, follow the steps below:

- a. **Step 1)** Registering as a Supplier with Public Purchase: Your first step should be to register as a supplier through Public Purchase. If you are already registered with Public Purchase, please skip this step and proceed directly to step two below. Once registered you will receive an activation email from [notices@publicpurchase.com](mailto:notices@publicpurchase.com) advising that your account is activated (Note: be sure to add this email address to your contacts to avoid bid and proposal notifications being sent to your junk folder rather than your inbox). It can take 24 to 48 hours for your account to become active.
- b. **Step 2)** Registering as a Supplier with the County: Once you have received your activation email from Public Purchase, log into Santa Barbara County Public Purchase homepage and accept the terms and conditions of use. You will need to register with Santa Barbara County and select the National Institute of Government Procurement (NIGP) Commodity Codes that relate to your business in order to receive email notifications of future bid and proposal opportunities.

It is important to complete Step 2 of the registration process (register with Santa Barbara County), or you will not receive notifications of upcoming bid and proposal opportunities. It is your responsibility to keep your vendor information updated in Public Purchase, particularly your contacts and email addresses.

#### 2. **Vendor Questions**

Questions or requests for clarification of this RFP must be submitted in writing on the

---

Public Purchase website ([www.publicpurchase.com](http://www.publicpurchase.com)). Any amendment or addendum to this RFP is valid only if issued in writing to the RFP on the Public Purchase website. Vendor must submit written questions for clarifications on this RFP via Public Purchase no later than **March 24, 2025**. The County will publish answers to the questions in an addendum to the RFP on **April 02, 2025**.

**Submit Question Instructions:**

- a. Click on the title of the RFP,
- b. On the right of the RFP page, click on [View/Ask Questions] to open a new page that lists all previous questions and answers.
- c. Click "Ask a Question" and enter your question here.

Potential Proposers should not contact Santa Barbara County officials, staff or evaluation panel members directly regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject the Proposal.

Proposals shall be held in confidence and shall not be available for public review until the conclusion of the Contract negotiation process. Thereafter, all Proposals shall become public record.

County reserves the right to retain all Proposals submitted and use any idea in a Proposal regardless of whether that Proposal is selected. Proposals will not be returned.

Submission of a Proposal indicates acceptance of the terms and conditions contained in this RFP unless clearly and specifically noted in the Proposal submitted, and confirmed in the Contract between the County and the Proposer selected.

## **V. GENERAL CONDITIONS**

1. **Terms and Conditions** – Please refer to **Attachment D** for Proposer requirements for this RFP, in addition to those herein. Each Proposer, by submitting a Proposal, understands and agrees that any contract that such Proposer enters into with the County upon the County's acceptance of such Proposer's Proposal ("Contract") shall be in the form of the Agreement attached hereto as **Attachment E** ("Form of Agreement"). The County recognizes, however, that the various suppliers of IT goods and services have developed pricing structures and procedures that differ from each other, and that, if the County were to strictly require the exact language of the Contract to be executed, it could result in suppliers being unwilling to submit a Proposal due to incompatibilities that may otherwise be reconcilable. Accordingly, the County may consider in its evaluation of Proposals limited Proposer-proposed changes to the Form of Agreement, provided that the Proposal includes a proposed contract in substantially the form of the Form of Agreement, with all Proposer-proposed changes and attachments, without hyperlinks, with all blanks filled in, and clearly labeled "Proposed Contract" with the RFP identification from the RFP title page. The County will notify the Proposer as to which, if any, proposed terms and conditions are not acceptable to the County and may arrange an appropriate meeting at a mutually satisfactory time to discuss any differences. Note, however, that proposed provisions which do not comply in substance with all material requirements of the RFP, which are contrary to the best interests of the County, or which are antithetical to applicable law, funding requirements, or County policy, will not be accepted. Oral communications of County department officers and employees concerning this RFP shall not be binding on the County

---

and shall in no way excuse the Proposer of any obligations set forth in this RFP.

2. **Prime Responsibility** - The selected Proposer(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly. The County will consider the selected Proposer(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
4. **Independent Contractor** - In performance of the work, duties and obligations assumed by the Proposer, it is mutually understood and agreed that the Proposer, including any and all of the Proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County of Santa Barbara.
5. **Insurance** - Prior to commencement of services, the Proposer must provide evidence of the following insurance coverages (naming the County of Santa Barbara as additional insured): Worker's Compensation, Commercial General Liability, and Automobile Liability as outlined in **Attachment E** of the sample contract. The Proposer(s) will be required to maintain the required coverages, at his/her sole cost and expense, throughout the entire term and any subsequent renewal terms of the agreement.
6. **Non-Discrimination** - The County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, sexual orientation, gender expression, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
7. **Negotiation** – The County of Santa Barbara reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the RFP and the respondent's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the vendor during discussions or negotiations may be held by the County as contractually binding on the successful vendor.
8. **Non-Exclusive Contract** - The provisions of the contract shall in no way prohibit the County from using services of another supplier for the same services as herein listed. The County may also determine it advantageous to award contracts to more than one Proposer.
9. **Termination of Contract - With Cause** - The County Procurement Division may, by giving ten (10) calendar days written notice to the Contractor, terminate this contract for cause. Due cause for termination shall be, but not limited to, failure to deliver within a reasonable time period, failure of the services to meet specifications and/or for reasons of unsatisfactory service.  
**Without Cause** – Both the County and the Contractor may upon giving thirty (30) calendar days' written notice, terminate this contract with or without cause.
10. **Non-Appropriation** - The County cannot obligate funds beyond any one fiscal year. Any Contract that may be entered into by you and us is therefore contingent upon the appropriation of sufficient funds and/or authority to carry out its provisions. Should funds not be available, we may terminate the Contract at the end of the fiscal year by giving you thirty (30) days' notice. The termination shall be effective without penalty and without liability to the County beyond the fiscal year in which the notice is given. Our decision as to what constitutes sufficient funding will be final.
11. **Clarifications and Withdrawal** - The County reserves the right to:
  - a. Request clarification of any submitted information.
  - b. Not enter into any agreement.
  - c. Not to select any Proposer, and to solicit additional offers/proposals at a later date.
  - d. Amend or withdraw the RFP, in whole or in part, at any time and for any reason.
  - e. Interview Proposers prior to appointment and request additional information during the interview.

12. **Sustainability** – The County has an Environmentally Preferred Purchasing Policy (EPPP) that encourages the use of products/services that promote sustainable green practices. The general goals of this policy are to reduce toxicity, conserve natural resources, materials & energy, and maximize recyclability and recycled content. If your service qualifies and meets such criteria, please provide additional data. To view our complete EPPP, visit: <https://www.countyofsb.org/4370/Environmentally-Preferable-Purchasing-Po>.
13. **Incurred Costs** – The County of Santa Barbara will not be liable in any way for any costs incurred by Proposers in replying to this RFP.
14. **Protest of Award** - County of Santa Barbara protest procedures are outlined at [Protest Procedures](#).

## **VI. ANCILLARY REQUIREMENTS**

1. **Restrictions** - We are under no obligation to request, utilize or employ any certain extent or number of services, nor are we restricted, by reason of this contract, from contracting with other vendors providing the same or similar services for the County's incidental needs.
2. **Pricing Adjustment Clause** – Prices proposed is to be the maximum charged for the period of the contract, including any periods in which the contract is extended. However, you may increase the rates set forth herein in proportion to any statutory increases which may be required by federal, state or local law commencing upon the effective date of such increase, including any increase which may be necessary due to the passage of any federal or state law mandating benefits for employees. These charges include, but are not restricted to, Workers' Compensation Insurance, FICA, SUI and FUI increases. Such increases will be limited to the amounts or percentages common to the industry in the Santa Barbara County area and will not be allowed to the extent your experience rating exceeds the industry average for the Santa Barbara County area. You will not increase the quoted prices during the term of the Contract without request and approval. Not less than 120 calendar days prior to the end of each contracted term, the awarded Contractor may request in writing a price escalation and substantiate this request. No increase of any kind will be allowed without the advance written consent.  
The County reserves the right to either accept or reject in writing Contractor's request for a price escalation as part of the County's consideration for the contract extension. In the event that the County rejects Contractor's request for price escalation, the contract shall automatically be extended at the current rates for an additional 90 days beyond the existing termination date.
3. **Proposal as Public Record** – All proposals, Protests, and information submitted in Response to this RFP will become the property of the County. As such, they may be subject to public review. In the event any information is submitted by a Proposer that is deemed confidential or trade secret, then it shall include in the title, "**CONFIDENTIAL, NOT FOR PUBLIC DISCLOSURE.**" However, so marking the material shall be considered only a request to keep the information confidential, and the County provides no assurance that the information will not be disclosed if disclosure is required under California Law.
  - a. Any contract arising from this RFP will be a public record.
  - b. Submission of any materials in Response to this RFP constitutes:
    - i. Consent to provide County discretion to release such materials under the Public Records Act without notice to the person or entity submitting the materials.
    - ii. Waiver of all claims against County and/or its elected officials, officers, agents, or employees that County has violated a Proposer's right to privacy, disclosed trade secrets or confidential information, or caused any damage by allowing the proposal or materials provided under this request for proposal to be inspected.
    - iii. Agreement to indemnify and hold harmless County for release of such information under the Public Records Act.

- 
- iv. Acknowledgment that the County may not assert any privileges that may exist on behalf of the person or entity submitting the materials.
  - v. The County reserves the right to withhold any materials otherwise subject to the Public Records Act during the pendency of negotiations of the contract pursuant to Michaelis, Montanari, & Johnson v. The Superior Court of Los Angeles (2006) 38 Cal. 4th 1065.

## **VII. SCOPE OF SERVICES AND DELIVERABLES**

The anticipated products and services to be provided (collectively, the “Solution”) pursuant to the Contract are described below. Utilizing knowledge of cost-effective approaches from previous experience on similar projects, the ideal Solution will propose a Project plan that aligns with these tasks.

### **1. General Requirements**

This RFP is for the replacement of the existing Dell Isilon network attached storage system. It is a requirement that the proposed devices are able to interconnect with Juniper QFX series switches. Any caveats or documented issues with such connections must be disclosed by a Proposer as part of such Proposer’s Proposal submitted to the County in response to this RFP.

Equipment, transmission methods, and systems must be, and at all times during the five-year period following the Effective Date of the Contract remain, in compliance with Industry Standards. For purposes of this RFP, “Industry Standards” is defined as the most current versions of relative standards set by an American National Standards Institute (ANSI) or International Organization for Standardization (ISO)-accredited Standards Developing Organization (SDO), such as the Institute of Electrical and Electronics Engineers (IEEE), Telecommunications Industry Association (TIA), or Electronic Industries Alliance (EIA). Each Proposal must list all relevant Industry Standards with which the recommended devices comply, including compliance with relevant Internet Engineering Task Force (IETF) Request for Comments (RFCs). Each Proposal must list all proprietary equipment, transmission methods, and systems, with links to relevant technical documentation for evaluation.

The Solution must include:

- All software necessary for implementation and use throughout the term of the Contract.
- All hardware required for mounting in a standard 19-inch rack.
- All licenses required for all software and services included in the Proposal, including related feature upgrades.
- All professional services necessary for configuration, migration of data from existing environment to the new environment, and the data synchronization between the Production and Disaster Recovery clusters. Ensuring all existing configurations, integrations, workloads, and functionality on the current systems are transferred over to the new system. This includes but is not limited to backups, Ransomware Protection, Disaster Recovery Automation, Data Synchronization, Remote Monitoring Services, Local and Remote Snapshots, File System Quotas.
- All warranty, maintenance and support for 5 years.

Each vendor submitting a Proposal must guarantee and warrant that the Solution set forth in such Proposal will not be phased out (e.g., end of life, or end of support) for at least five (5) years after date of purchase by the County.

The solution must meet the County’s cybersecurity requirements [Technology Security Policies | Santa Barbara County, CA - Official Website](#) and [Cybersecurity Requirements for IT Purchases and Renewals | Santa Barbara County, CA - Official Website](#) which require Vendor attestation as a part of the award of this RFP [Vendor Attestation of Required Minimum Cybersecurity and Operational Environments/Standards](#) .

2. Specific Requirements

System Requirements

The required system design is depicted in the following diagrams:

Primary Data Center

### 6 x A300L 360TBr / 327TiBr

PROPOSED POWERSCALE SOLUTION

6 x A300L in 2 Chassis

360 TB / 327 TiB Raw Capacity

9 RUs

~5 GB/s Throughput

\*Seq Read 128k blocks

~51k IOPs

\*L3 SSD strategy

SERVICE & SUPPORT

ProDeploy Plus

5 Years ProSupport Plus - 4Hr Mission Critical

Superna Migration Services

Rack

Front View

DELLTechnologies

H A R D W A R E	
Node Type	A300L 15 x 4 TB   2 x 800GB SSD 96GB RAM
Nodes / Chassis	6 Nodes / 2 Chassis
# of Racks U / Racks	8 / 1
Raw Capacity	360 TB / 327 TiB
85% Effective Capacity@1.6 DRR	403 TB / 367 TiB
100% Effective Capacity@1.6 DRR	474 TB / 432 TiB
Protection - Efficiency	+2d:1n - 83%

S O F T W A R E I N C L U D E D - E n t e r p r i s e		
SmartConnect	SnapshotIQ	SmartQuotas
SmartDedup	Plus SyncIQ	InsightIQ

N E T W O R K I N G	
Frontend (per node)*	2 x 25GbE
Backend Switches	(2) 12 Port S4112F Dell Switches

RFP #2580004

9


Due: Wednesday, April 23, 2025

Disaster Recovery Data Center


**6 x A300L 360TBr / 327TiBr**

**PROPOSED POWERSCALE SOLUTION**


6 x A300L in 2 Chassis




360 TB / 327 TiB Raw Capacity



9 RUs




~5 GB/s Throughput  
\*Seq Read 128k blocks




~51k IOPs  
\*L3 SSD strategy

SERVICE & SUPPORT	
ProDeploy Plus	
5 Years ProSupport Plus - 4Hr Mission Critical	
Superna Migration Services	

Rack



Front View



HARDWARE	
Node Type	A300L 15 x 4 TB   2 x 800GB SSD 96GB RAM
Nodes / Chassis	6 Nodes / 2 Chassis
# of Racks U / Racks	8 / 1
Raw Capacity	360 TB / 327 TiB
85% Effective Capacity@1.6 DRR	403 TB / 367 TiB
100% Effective Capacity@1.6 DRR	474 TB / 432 TiB
Protection - Efficiency	+2d:1n - 83%

SOFTWARE INCLUDED - Enterprise		
SmartConnect	SnapshotIQ	SmartQuotas
SmartDedup	Plus SyncIQ	InsightIQ

NETWORKING	
Frontend (per node)*	2 x 25GbE
Backend Switches	(2) 12 Port S4112F Dell Switches

Internal Use - Confidential

Specific Technology and Architecture

The County is asking that each Proposal include specific technology and architecture proposals based on the County’s needs as set forth above. Recommendations should include a parts list and pricing. An Excel spreadsheet with a matrix of data required to be included in each Proposal is attached hereto as **Attachment C – “SBC Pricing Workbook”**.

The information expected in each column on SBC Pricing Workbook is defined as follows:

- Retail Price – The manufacturer’s retail price for each product or service in the Proposal.
- Discount – The discount percentage off the list price applied to each product or service in the Proposal.
- Final Price – The final price of each product or service in the Proposal.
- Annual Maintenance – Pricing for all hardware and software support included in the Proposal (Retail, Discount, Final price) and the term of such support.
- Telephone Support –Pricing for 24/7 telephone support (Retail, Discount, Final price) and the term of the support.
- Professional Services – cost to implement the solution for this RFP.

Security Management and Reporting

The proposed solution should be manageable both remotely and locally from a secure interface with role-based administration. The County currently uses Radius for authentication, authorization, and

RFP #2580004

10

Due: Wednesday, April 23, 2025



---

accounting (AAA). Each Proposal should note whether the proposed solutions support Radius. If the proposed solution cannot leverage Radius, please describe the proposed authentication, role-based access and logging solution.

The Solution should provide reporting capabilities that capture detailed utilization statistics, including ownership/customer information and the ability to export data. Attach additional documentation you feel necessary for the County to evaluate the proposed product(s).

### **Device Management**

The County utilizes Dell Secure Connect Gateway, proactive, two-way remote connection between Dell EMC products and Dell EMC Customer Support, enabling remote monitoring, diagnosis, and repair.

### **Warranty and Support**

Each Vendor must certify that it is a Manufacturer Authorized Partner of the manufacturer ("Manufacturer") of all equipment, products, software, and licenses included in such Vendor's Proposal (collectively, the "products") as of the date of the submission of Vendor's Proposal, and that Vendor has the certification/specialization level required by Manufacturer to support both the products sale and products pricing, in accordance with the applicable Manufacturer certification/specialization requirements.

Unless otherwise specified, Vendor shall warrant that all products are new, in such product's original packaging. USED, SHOPWORN, REFURBISHED, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE. The Vendor confirms to have sourced all Manufacturer products submitted in its Proposal from Manufacturer or through authorized channels, in accordance with all applicable laws and policies at the time of purchase. Vendor shall provide the County of Santa Barbara with a copy of all end user license agreements for each of the products, and shall warrant that all Manufacturer software included in such Vendor's Proposal is licensed originally to County of Santa Barbara as the original licensee authorized to use such Manufacturer software. In the event there are questions pertaining to the validity of the products, County of Santa Barbara reserves the right to verify the origin of the products with the Manufacturer. In the event the products have been acquired from unauthorized channels, County of Santa Barbara further reserves the right to reject the Proposal and/or return the products for a full refund. Each Proposal must include a detailed explanation of each Solution product's lifecycle. This explanation should show the average and maximum product life cycle for each of the products included in the proposed Solution. It must also indicate each product's planned end of life, the availability of replacement parts before and after such product's end of life, and the availability and cost to the County of support before and after such product's end of life. Each Proposal should provide a description of warranty and support options for each component of the Solution.

## VIII. MANDATORY RESPONSE REQUIREMENTS

Each Proposal must include the following information, documents, and materials, and must be submitted in the following format, including heading descriptions:

1. **Cover Letter:** On your company letterhead, which includes your company's legal name (as registered with the California Secretary of State), address, telephone number and website, explain why you are submitting a Proposal, and include the information for your primary point of contact. Responders may use this letter to provide any other overall background information related to their proposal. The cover letter should not exceed one (1) page in length and must be signed by an individual(s) who is/are authorized to bind the proposer contractually.
2. **Executive Summary:** Provide general information about your company, including:
  - Description of your business entity and its legal structure.
  - Number of years in business and any recent mergers or acquisitions.
  - Office locations and geographical markets served.
  - Provide a resume of relevant experience for each member of the proposed team including experience, education, and certifications. Describe each member's role and responsibilities on this Project.
  - Organizational chart and number of employees on company payroll.
  - Years your company has performed, and count of, similar projects.
  - A proposed solution overview discussion that demonstrates the Vendor's understanding of the nature and purpose of this RFP.
  - A summary narrative and diagram of the architecture of the proposed Solution and a description showing that the solution meets all aspects of the requirements.
  - A description of the County's role and responsibilities in the proposed Solution.
3. **Work Philosophy:** Provide a synopsis (1,000 words or less) of the work philosophy followed by your company when engaged in Dell Isilon replacement projects. Explain how that work philosophy may align with the values of the County.
4. **Timeline:** Please identify the lead-time for equipment delivery and note procurement deadlines if they exist. Use a simple Julian calendar with the "signing of contract" as day one. Please keep in mind that Santa Barbara County would like to complete this contract as quickly as possible. Include any cost benefits/detriments associated with a "fast track" implementation.
5. **References:** On the reply form provided as Attachment B provide the name and contact information for three (3) relevant references that previously or are currently contracted with your company. Include brief descriptions of the services provided and dates that the services were, or are being, performed. References should be for projects that commenced within the last five (5) years.
6. **Qualifications:** Provide a detailed description of your company's qualifications and experience providing a Dell Isilon replacement similar in scope to this Project. Describe any awards or recognitions your company has received related to your prior work. Specifically identify any areas of expertise where your company will rely on services provided by a subcontractor.

7. **SBC Pricing Workbook:** Provide your proposed fees in reply form **Attachment C**. The fee schedule must include a detailed breakdown for each Task that identifies applicable costs. For any task within the scope of the Project which may have a wide range of cost depending on the recommendations selected by the County, provide a range of costs and hours (minimum and maximum) with criteria for determining where the actual work performed falls within the range. The information expected in each column on SBC Pricing Workbook is defined as follows:
- Retail Price – The manufacturer’s retail price for each product or service in the Proposal.
  - Discount – The discount percentage off the list price applied to each product or service in the Proposal.
  - Final Price – The final price of each product or service in the Proposal.
  - Annual Maintenance – Pricing for all hardware and software support included in the Proposal (Retail, Discount, Final price) and the term of such support.
  - Telephone Support –Pricing for 24/7 telephone support (Retail, Discount, Final price) and the term of the support.
  - Professional Services – cost to implement the solution for this RFP.

## **IX. EVALUATION AND SELECTION**

1. **Initial Screening:** Proposals will be screened for responsiveness and responsibility in meeting the requirements of this RFP.
2. **Proposal Submission Evaluation Criteria:** The Evaluation Committee will evaluate and rank proposals to select the top three (3) to five (5) finalists. In evaluating each reply, the County will consider several factors, including but not limited to, the following evaluation criteria:

### **A. Compliance with RFP (30%)**

- a. This refers to the adherence to all conditions and requirements of the RFP terms, County’s Standard Terms and Conditions for an Independent Contractor.
- b. The suitability of the Respondent, including relevant prior experience, applicable certifications, types and quality of references, years in operation, and proximity to Santa Barbara County.
- c. The Respondent’s understanding of the County’s specific needs, as demonstrated throughout the Proposal. Strong proposals will demonstrate a clear and thorough understanding of Santa Barbara County’s operational environment, goals, and challenges relevant to this project.

### **B. Proposed Solution (60%)**

- a. The County will evaluate the quality and feasibility of the Vendor’s proposed solution. Scoring will reflect the Evaluation Team’s assessment of how well the proposed solution is likely to achieve a successful implementation that is both efficient and fully compatible with the County’s operational and technical requirements. The following factors will be taken into consideration:
  - i. Completeness and thoroughness of the Implementation Approach
  - ii. Functionality, maturity, and stability of the proposed technology solution
  - iii. Provision of sufficient information that demonstrates the proposed

- 
- technical Solution will meet system availability, performance level, and security requirements;
  - iv. Provision of sufficient information that demonstrates the proposed Solution will utilize and operate within County's current technical infrastructure;
  - v. Identification and mitigation of potential risks associated with the proposed implementation approach.
  - vi. Clarity in defining the roles, responsibilities, and expected involvement of County staff during the project.

### C. Cost Proposal (10%)

- a. Cost Proposals will be evaluated once the Compliance with the RFP and Proposed Solution have been scored.
  - b. The score will be based on the pricing information submitted by the Proposers. The maximum number of possible points will be awarded to the Cost Proposal with the lowest cost. All other proposals will be compared to the lowest cost and points awarded accordingly.
1. **Selection of Finalist:** The Evaluation Committee will select the Proposer with the highest ranked proposal the recommended finalist. The County intends to award a Contract to the Proposer that it considers will provide the best overall Solution to the County. Finalist will be notified via email. Upon notification, the finalist must provide detailed financial information, professional references within ten (10) business days of receiving the notification. Failure to comply with these requirements will result in the proposal being deemed unresponsive to the RFP. The County reserves the right to accept other than the lowest priced proposal, and to reject any proposals that are not responsive to this RFP. The County reserves the right to determine the successful Proposer(s) either on the basis of individual items or on the basis of all items included in such Proposer(s) Proposal(s). Unless the Proposer specifies otherwise in its Proposal, the County may accept any item or group of items of any Proposal.
  2. **Additional Information from Proposers:** The County reserves the right to use any additional criteria they deem to be appropriate in selecting the best Proposal and may request information from Proposers beyond that specified in the RFP.
    - a. Upon awarded of this RFP, the selected Vendor must submit a signed copy of the Vendor Attestation of Required Minimum Cybersecurity and Operational Environments/Standards prior to commencing work under this contract. Failure to complete and submit this document within 30 days of contract execution will result in termination of the agreement at the County's sole discretion.
  3. **Cybersecurity Architecture Requirements:** As part of the response to this RFP, prospective vendors will be required to address the COUNTY's established cybersecurity requirements outlined in the following [Technology Security Policies | Santa Barbara County, CA - Official Website](#) and [Cybersecurity Requirements for IT Purchases and Renewals | Santa Barbara County, CA - Official Website](#) which require Vendor attestation as a part of the award of this RFP [Vendor Attestation of Required Minimum Cybersecurity and Operational Environments/Standards](#)
  4. **Intent to Award** - A Notification of Intent to Award will be posted on Public Purchase. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposer(s) unless an agreement is reached. If contracts negotiations cannot be concluded successfully, the County may

---

negotiate with the next highest scoring Proposer or withdraw the RFP.

5. **Award** - Award may be made to the Proposer(s) whose offer is the most advantageous to the County. The County reserves the right to reject any and all proposals; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the County. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of Proposers will be considered, along with other relevant factors. The County may, in its sole judgment, award the RFP without discussion with the Proposers relative to their proposals.
6. **Withdrawals** - The County reserves the right to withdraw the RFP, in whole or in part, at any time, for any reason. Submission of a Proposal confers no rights upon the Proposer, nor obligates the County in any manner. The County reserves the right to award no contract, and to solicit additional offers/proposals at a later date.

## Attachment A – Listing of County Departments and Websites

---

### **Functional Groups and Departments**

### **Websites**

#### **Policy & Executive:**

1. Board of Supervisors
2. County Executive Office
3. County Counsel

<http://countyofsb.org/bos>  
<http://countyofsb.org/ceo>  
<https://www.countyofsb.org/2062/County-Counsel>

#### **Public Safety:**

4. District Attorney
5. Probation
6. Public Defender
7. Fire
8. Sheriff-Coroner

<http://countyofsb.org/da>  
<http://countyofsb.org/probation>  
<http://countyofsb.org/defender>  
<http://www.sbcfire.com>  
<http://www.sbsheriff.org>

#### **Health & Human Services:**

9. Public Health
10. Behavioral Wellness
11. Social Services
12. Child Support Services
13. First 5

<https://www.countyofsb.org/phd>  
<https://www.countyofsb.org/behavioral-wellness> <http://countyofsb.org/dss>  
<http://www.countyofsb.org/css>  
<http://first5santabarbaracounty.org/>

#### **Community Resources & Public Facilities:**

14. Agricultural Commissioner/Weights & Measures
15. Planning & Development
16. Public Works
17. Community Services

<http://countyofsb.org/agcomm/>  
<http://sbcountyplanning.org>  
<http://countyofsb.org/pwd>  
<http://www.countyofsb.org/csd>

#### **General Government & Support Services:**

18. Auditor-Controller
19. Clerk-Recorder-Assessor-Elections
20. General Services
21. Human Resources
22. Treasurer-Tax Collector-Public Administrator

<https://countyofsb.org/auditor/>  
<http://sbccassessor.com>  
<http://countyofsb.org/gs>  
<http://countyofsb.org/hr>  
<http://www.countyofsb.org/ttcpapg/index.aspx>

Attachment B – Mandatory Reply Form: References

R-1.	Company Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Date Services Began and Ended	
	Brief Description of Services	

R-2.	Company Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Date Services Began and Ended	
	Brief Description of Services	

R-3.	Company Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Date Services Began and Ended	
	Brief Description of Services	

## **Attachment C – Mandatory Reply Form: SBC Pricing Workbook**

See Attachment C – SBC Pricing Workbook spreadsheet in Public Purchase.



## Attachment D – Additional Responder Responsibilities and Requirements

### 1. INTRODUCTION

---

1.1 **RFP** - The County of Santa Barbara, through its Procurement Services (herein "Procurement" or "County") hereby gives notice of the opportunity to submit replies to this RFP. All RFP replies must be received by the date and time indicated on the Cover Page of the RFP. Failure to meet the due date and time may be cause for rejection.

1.2 **DEFINITIONS** - We will speak with you relatively informally throughout the RFP in order to help the process be a little more human and friendlier. Even though the language is informal, we intend to express our expectations clearly, and they are to be legally interpreted to accomplish the outcome summarized in this document. Capitalized terms used in this Attachment D shall have the respective meanings ascribed to such terms elsewhere in the RFP. Capitalized terms used in this Attachment D but not elsewhere defined in the RFP shall have the respective meanings ascribed to such terms below in this Section 1.2.

1.2.1 **WE / US / OUR** - These terms refer to the County of Santa Barbara, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

*Procurement* – the Procurement Services of the General Services, including its Chief Procurement Officer (also known as Purchasing Agent) and staff of professional Buyers.

*Department/s or Office* – ITD, the County's Information Technology Department, for which this RFP is prepared, and which will be end users of the goods and/or services sought.

*Designee* - the County employee assigned as your primary contact for interaction regarding Contract performance.

1.2.2 **YOU / YOUR** - These terms refer to all recipients of this RFP. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Supplier would have different obligations than "you" as a Vendor or Responder may have. We will be specific whenever it seems warranted.

*Vendors* - All business entities which submit a Proposal to provide the Solution.

*Responder or Proposer* - Any business entity submitting a Reply or Proposal to this RFP. Vendors who may be invited to respond or which express interest in this RFP, but who do not submit a Reply, have no obligations with respect to the RFP requirements.

*Supplier/Contractor* - The Responder whose Reply to this RFP is found by ITD to suit the best interests of the County. Supplier may be selected for conditional award and will enter into a Contract for provision of the goods and/or services described in the RFP.

1.2.3 **[Intentionally omitted.]**

1.2.4 **RFP** - includes the Request for Proposals document to which this Attachment D is attached, and all other attachments and amendments thereto. An RFP may be used to solicit various kinds of information. The kind of information this RFP seeks is indicated by the title appearing at the top of the Cover Page.

## Attachment D – Additional Responder Responsibilities and Requirements

1.2.5 **REPLY, Response, or Proposal** - is the document submitted to the County by a Proposer in accordance with the RFP instructions, plus any written clarifications we may request. Reply does not include any verbal or documentary interaction you may have with us apart from submittal of a formal Reply or Proposal, or of responses to our written request for clarification.

1.3 **QUESTIONS OR REQUESTS** - All questions or comments regarding the RFP should be directed to the Buyer listed on the Cover Page of this RFP.

All questions must be in a written format and submitted via [Public Purchase](#).

Only written communications responded to by a County representative may be considered valid. Responder may not consider any oral instructions as an official instruction.

Refer to Sections IV, V and VI of the RFP for other requirements for Vendor Questions and the questions submittal deadline.

1.4 **RESPONDER RESPONSIBILITY** - We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this RFP. By submitting a Reply, you are presumed to concur with all terms, conditions and specifications of the RFP unless you have stated a deviation in your Reply. Deviations we consider excessive or affecting vital terms may reduce or eliminate your prospects for award. ***If at any time we discover deviations in your Reply that are not identified as instructed, you will be subject to disqualification from consideration.***

1.5 **SCHEDULE OF EVENTS** - Refer to the RFP Timeline in Section III of the RFP for further information.

1.6 **COSTS INCURRED IN RESPONDING** - All costs and expenses relating to the preparation, production, handling, reproduction, administration of the reply and its submission are to be borne solely by the Responder. All records, documents and information collected and/or maintained by others in the course of the preparation of this reply shall be made accessible to the Office of the Auditor-Controller for purposes of inspection, reproduction, and audit without restriction. Responder shall agree that the County may audit, examine, and copy any and all books, records and information relating to the proposed Responder's services at no cost to the Office of the Auditor-Controller. Also, Responders must maintain all such records until a Notice of Intent to Award has been provided by the County, or, with respect to a Responder identified in a Notice of Intent to Award, until after execution of a Contract with the County that incorporates such Responder's Proposal.

1.7 **CONFIDENTIAL AND PROPRIETARY DATA** - All material received relative to a Reply will be kept confidential until the Contract is posted to Legistar for consideration and execution by the County Board of Supervisors. It then becomes public information. Any information, confidential or otherwise, required for the evaluation of the RFP and resulting in any subsequent award to the successful Responder, would be public information.

Responder shall safeguard all information and data provided by the County. Further, Responder shall not sell or make available data or mailing lists compiled from data received from the County without the express written approval of the Office of the Auditor-Controller and without appropriate remuneration to the County.

1.8 **AWARD** - The County may enter into a Contract with the Responder(s) whose Proposal is the most advantageous to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by Procurement and ITD to be in the best interests of the County and, as such, will not be determined by price alone.

## Attachment D – Additional Responder Responsibilities and Requirements

The County expressly reserves the right, in its sole judgment, to enter into a Contract without discussion with other Responders regarding their Replies.

The County expressly reserves the right, in its sole judgment, to accept or reject any or all Proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the Proposal(s) which, in its sole judgment, is/are determined to provide the best value to the County, taking into consideration the relative importance of other evaluation factors set forth in the RFP.

- 1.8.1 **REPLY EVALUATION** - Our sole purpose in the evaluation process is to determine from among the Replies received which one(s) is/are best suited to meet the County needs. Any final analysis does not imply that one Responder is superior to another, but simply that in our judgment the Supplier(s) selected appear(s) to offer the best overall solution for our current and anticipated needs.

Submittal of a Reply authorizes us to investigate without limitation the background and current performance of you and your present staff. Discovery of any material misstatement of fact may lead to disqualification of a Responder or to cancellation or termination by the County of any resulting Contract.

Any proposed pricing in a Proposal must be held firm per the terms of this RFP, and may not be increased, but may be adjusted downwards anytime.

The County will evaluate all Replies submitted. The County may also work with consultant(s) who are subject matter experts to assist in the evaluation of replies; however, such consultant(s) will not participate in the scoring of the submitted Replies by the County. In evaluating each Reply, the County will consider several factors, including but not limited to, the following evaluation criteria:

- 1) Demonstrated understanding of the Project and scope of work and creative and innovative approach to the Project;
- 2) Work schedule/timeliness;
- 3) Team experience, qualifications, and successful completion of similar projects;
- 4) Fee structure to complete the Project.

The County reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a Reply confers no rights upon the Responder nor obligates the County in any manner. The County reserves the right to award multiple Contracts, no Contract, or to solicit additional offers at a later date.

Each Responder, by submitting a Proposal, agrees that if the County accepts its Proposal, such Responder will furnish the Solution upon the terms and conditions in this RFP and the Contract in substantially the form of the Form of Agreement. Replies that do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. Responders may be disqualified and their Reply may be rejected by the County for reasons including, but not limited to, any of the following:

- 1) Failure to properly complete and submit a Reply;
- 2) Evidence of inappropriate collusion among Responders submitting a Replies;
- 3) Failure to comply with the requirements specified in the RFP.

## Attachment D – Additional Responder Responsibilities and Requirements

Trade secrets must be clearly marked and identified as such. All such trade secrets will be subject to such disclosure as is required by the California Public Information (Open Records) Act (“PRA”). The Responder agrees at its expense to protect, defend, and indemnify the County from claims involving infringement of patents or copyrights. The County reserves the right to adopt or use for its benefit any concept, plan, or idea contained in any Response. The County also reserves the right to inspect the Responder’s agreements with its suppliers before making any award for the purpose of ascertaining whether the Responder has the necessary operational systems in place for performing any possible Contract. The County may also consult with clients of the Responder during the evaluation of

replies. Such consultation is intended to assist the County in making any possible Contract award, which is

most advantageous to the County. No Reply shall be marked “Proprietary”, “Confidential”, or in any other way to prohibit the County’s compliance with the PRA or other public record requirements.

1.8.2 **COMPETITIVE NEGOTIATION OF REPLIES** - The Responder is advised that, under the provisions of this RFP, the County reserves the right to conduct negotiations of the Replies received, and the County reserves the right to award a Contract, in whole or in part, without negotiating the Form of Agreement. If such negotiations are conducted, the following conditions shall apply:

- 1) Negotiations will only be conducted with potentially acceptable Replies. The County reserves the right to limit negotiations to those Replies which received the highest rankings during the initial evaluation phase.
- 2) Terms, conditions, prices, methodology, or other features of a Reply may be subject to negotiation and subsequent revision. As part of such negotiations, a Responder may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of such Responder’s Reply.
- 3) The requirements shown in the Mandatory Response Requirements set forth in Section VIII of the RFP, above, and the Other Requirements set forth in Sections V, VI, and VII of the RFP, above, are not negotiable and will remain unchanged unless the County determines that a change in such requirements is in the best interest of the County.

1.8.3 **WITHDRAWAL/MODIFICATION OF REPLIES** - Responder may modify its reply via [Public Purchase](#) at any time prior to the Reply Due Date.

1.9 **ACCEPTABILITY** - The County reserves the right to determine, in County’s sole discretion, whether or not materials, equipment, or services are acceptable for County use, and whether substitutions are of equal or better quality than that specified.

1.10 **CONTRACT EXECUTION** - This RFP and the Responder’s Reply (pertinent sections, to the extent not inconsistent with other provisions of the Contract) will be made part of any resultant Contract and may be incorporated verbatim into such Contract.

1.10.1 **PRECEDENCE** - In the event of contradictions or conflicts between the provisions of the documents comprising a Contract, they will be resolved by giving precedence in the following order:

- 1) Provisions of the Form of Agreement (as it may be amended)
- 2) Provisions of the RFP (as it may be supplemented)
- 3) Provisions of the Responder’s Reply (as it may be clarified)

## Attachment D – Additional Responder Responsibilities and Requirements

### 2. **PRIMARY SPECIFICATIONS**

---

#### 2.1 **SCOPE OF WORK** - Please see Section VII of the RFP for the additional details.

In developing your response, please be as specific as possible. Respondents are invited to include any existing material or material prepared specifically in response to this RFP that they believe may be of interest or use to the County.

#### 2.2 **REFERENCES** – See Attachment B: Reply Form References of the RFP for requested references. The County reserves the right to contact not only those clients provided by the Responder, but any other past or present clients and to utilize this information to assist in determining the acceptability of services when making any possible award.

### 3. **SUPPLIER'S REQUIREMENTS & RESPONSIBILITIES**

---

#### 3.1 See RFP for further information.

### 4. **TERMS & CONDITIONS IN THE EVENT OF ANY FUTURE CONTRACT**

---

#### 4.1 **COMPLIANCE WITH PROCUREMENT TERMS & CONDITIONS** - You agree to be bound by the County's terms and conditions included in the attached Form of Agreement (Attachment E), including the indemnification and insurance requirements attached as Exhibit C thereto and included therein.

#### 4.2 **NON-EXCLUSIVE CONTRACT** - Any Contract issued as a result of the Reply will be non-exclusive. The County retains the right to negotiate, make purchases and enter into contracts with others providing the same or similar goods and/or services as those you provide.

#### 4.3 **"NO SURPRISES"** - You will notify the Chief Procurement Officer in advance of any anticipated breach or repudiation of any of the provisions of the Contract.

### 5. **REPLY PRESENTATION & REVIEW**

---

#### 5.1 **REPLY CONTENT** - In order to enable direct comparison of competing Replies, you must submit your Reply in strict conformity to the requirements stated in this RFP. Failure to adhere to all requirements may result in your Reply being disqualified as non-responsive.

#### 5.1.1 **REPLY ASSEMBLY** - Each Responder must provide all documentation required. Replies should follow the same numerical sequence and structure as this RFP.

**A complete response must be provided per the requirements of the RFP.**

Some of the sections may require explanation by the Responder. Please provide exhibits and/or visual aids that clearly reference specific conditions.

#### 5.1.2 **FORMS & SCHEDULES** – If specified, all forms and schedules must be completed on (or in the identical format of) the forms included with this RFP and according to the instructions provided.

#### 5.1.3 **RE-SUBMITTAL CORRECTIONS** - Replies should be free of erasures. Errors may be crossed out with corrections printed in ink or typed adjacent, and must bear dated initials of person signing the Reply.

## Attachment D – Additional Responder Responsibilities and Requirements

- 5.1.4 **SUBMITTAL PACKAGE** – Refer to the Mandatory Response Requirements Section VIII of the RFP for further information.

Replies to this RFP must be submitted via [Public Purchase](#) no later than the date and time indicated on the Cover Page for the RFP Opening. Submittal by mail, fax or e-mail is not acceptable.

- 5.1.5 **SUBMITTAL DEADLINE** - We must receive your Reply as directed no later than the date and time shown on the

Cover Page. Any Reply received after that deadline will not be considered unless you obtain the express consent of all other competing and timely replying Responders. We recommend you set for yourself an earlier deadline.

- 5.2 **RFP OPENING** - On the date and time specified on the Cover Page, all Replies will be opened. Within two (2) business days, a bid opening summary will be posted on [Public Purchase](#).

- 5.3 **REPLY CLARIFICATION** - We reserve the right to request additional written or oral information from Responders in order to obtain clarification of their Replies.

- 5.3.1 **REJECTION OR CORRECTION OF REPLIES** - We reserve the right to reject any or all Replies. Minor irregularities or informalities in any Reply which are immaterial or inconsequential in nature, and are neither affected by law, nor at substantial variance with RFP conditions, may be waived at our discretion whenever it is determined to be in the County's best interest. In such cases, we may allow a Responder to make minor corrections to any part of their Reply, with the exception of price data that could affect price comparisons between Responders.

### 6. **MANDATORY REPLY FORMS**

The mandatory reply forms listed below are required for inclusion in your Submittal Package as specified in the Mandatory Response Requirements Section VIII of the RFP. Line-by-line instructions are provided for those items not considered self-evident. Additional instructions may be found on some of the forms and schedules themselves.

- Attachment B – Mandatory Reply Form: References
- Attachment C – Mandatory Reply Form: SBC Pricing Workbook

### 7. **ASSIGNMENT**

No Responder may assign, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, this RFP, the Contract, or any of such Responder's rights or obligations hereunder or thereunder ("Transfer"), without the express prior written consent of the County in each instance.

### 8. **MERGERS/ACQUISITIONS**

The Responder expressly acknowledges that it is an independent contractor. Nothing in this RFP or the Contract is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or method by which the Responder or its subcontractors perform hereunder.

The services to be performed by the Responder shall not be assigned, sublet, or transferred without prior written approval of the County in each instance.

Each Responder must notify the County of any potential merger or acquisition of which there is knowledge at the time that a Reply is submitted. Additionally, if subsequent to the award of any Contract resulting from this RFP, the Responder shall undergo a change or control, or merge with or be acquired by another entity, all the following

## **Attachment D – Additional Responder Responsibilities and Requirements**

documents must be submitted to the County prior to the consummation of such transaction:

- 1) Corporate resolutions prepared by the Responder and resultant entity ratifying acceptance of the RFP, Responder's Proposal, and the Contract, and process.
- 2) The resultant entity's Federal Identification Number (FEIN).

# Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor by and between the County of Santa Barbara and [Insert name of Contractor]

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and [full legal name of Contractor on file with the California Secretary of State], a [jurisdiction of Contractor formation] [legal entity type of Contractor] ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party").

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to provide the deliverables and perform the special services required by COUNTY as set forth herein, and is willing to provide such products and perform such deliverables and services, and COUNTY desires to obtain certain products and services from CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

### 1. DESIGNATED REPRESENTATIVE

[ ] at phone number 805-[ ] and email [ ]@countyofsb.org is the representative of COUNTY and will administer this Contract (defined below) for and on behalf of COUNTY. [ ] at phone number [ ] and email [ ] is the representative for CONTRACTOR, and is duly authorized by CONTRACTOR to administer this Contract for and on behalf of CONTRACTOR. Changes to a Party's designated representative as set forth in this Section 1 shall be made only after advance written notice to the other Party.

### 2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Contract (each "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY:

ITD

Santa Barbara, CA 931

To CONTRACTOR:

[Insert CONTRACTOR address]

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Section shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

### 3. SCOPE OF SERVICES; PRODUCTS

CONTRACTOR shall provide to COUNTY the products, deliverables and services (collectively, the "Solution") set forth in the statement of work attached hereto as Exhibit A and incorporated herein by reference ("Statement of Work").



Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor  
by and between the County of Santa Barbara and [insert Contractor/Vendor name]

**4. TERM**

The term of this Contract ("Term") shall commence as of the Effective Date, and shall terminate on [insert date], unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Contract.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for the Solution, CONTRACTOR shall be paid under this Contract in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

**6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Solution under this Contract as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Contract so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to provide the Solution. Accordingly, CONTRACTOR shall provide the Solution in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature that CONTRACTOR delivers to COUNTY pursuant to this Contract shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct all errors or omissions in the provision of the Solution, at COUNTY'S request, and without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Contract. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

**Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor  
by and between the County of Santa Barbara and [insert Contractor/Vendor name]**

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. WARRANTY AND SUPPORT**

CONTRACTOR certifies that it is a Manufacturer Authorized Partner of the manufacturer ("Manufacturer") of all equipment, products, software, and licenses provided by CONTRACTOR as components of the Solution hereunder (collectively, the "products") as of the date of CONTRACTOR's Proposal (defined below), and that CONTRACTOR has the certification and specialization required by Manufacturer to support both the products sale and products pricing, in accordance with the applicable Manufacturer certification and specialization requirements.

CONTRACTOR warrants that all products are new, in such product's original packaging. CONTRACTOR certifies that CONTRACTOR has sourced all products from Manufacturer and in accordance with all applicable laws and policies at the time of purchase. CONTRACTOR shall provide the COUNTY with a copy of all end user license agreements for each of the products, and shall warrant that all software included in the Solution is licensed originally to County of Santa Barbara as the original licensee authorized to use such software. In the event there are questions pertaining to the validity of the products, COUNTY reserves the right to verify the origin of the products with the Manufacturer. In the event the products have been acquired from unauthorized channels, COUNTY further reserves the right to terminate this Contract and/or return the products for a full refund.

CONTRACTOR warrants to COUNTY that, for the period of five (5) years after the Effective Date ("Warranty Period"), all software and products provided by CONTRACTOR to COUNTY hereunder ("Products") shall (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by County, as set forth in this Contract; (c) be fit for their intended purpose and operate as intended and in accordance with the specifications set forth in the Contract. These warranties shall survive delivery, inspection, acceptance and payment of or for such products and software by COUNTY. To the extent within the Warranty Period, CONTRACTOR shall correct any and all errors, omissions and other breaches of the warranty set forth in this Section 9, at the COUNTY's request, without additional compensation.

In the event of any error or failure of any Product during the Warranty Period, CONTRACTOR shall commence repair or replacement of such Product within three (3) business days from the date CONTRACTOR is notified of such error or failure, and shall diligently pursue and complete the necessary repair or replacement of such Product(s) within five (5) business days of such notification. To the extent practicable, such repairs and/or replacements performed hereunder shall be performed by local service providers (defined as a service provider based within the Santa Barbara region, which includes San Luis Obispo, Ventura, and Santa Barbara Counties). To the extent that the Warranty Period extends beyond the Term, this Section 9 shall survive the termination of this Contract.

CONTRACTOR represents and warrants that it has the skills, expertise, qualifications, licenses and permits necessary to ensure delivery of the Products and perform the services required under this Contract. CONTRACTOR warrants to COUNTY that it shall ensure that (a) all services hereunder shall be performed using personnel of required skill, experience and qualifications, and in a professional and workmanlike manner in accordance with the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged; (b) devote adequate resources to meet its obligations under this Contract; and (c) ensure that all of CONTRACTOR's equipment used in the performance of this Contract is in good working order and suitable for the purposes for which it is used, and conforms to all applicable legal requirements and standards, and to the requirements and standards specified by the COUNTY.

**Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor  
by and between the County of Santa Barbara and [insert Contractor/Vendor name]**

**10. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Contract, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**11. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with CONTRACTOR's performance as required under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

**12. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items in connection with this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials of the COUNTY accessible by CONTRACTOR by virtue of this Contract ("County Data"). CONTRACTOR shall not release, disclose or transmit any County Data to other than as provided in this Contract and solely to the extent necessary to fulfill CONTRACTOR's obligations to COUNTY hereunder, except after the express prior written consent of COUNTY in each instance.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Contract (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Contract will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. Contractor grants to County a nonexclusive, worldwide, royalty-free license to use all software provided to COUNTY hereunder during the Term, including, but not limited to, permission to make copies of such provided software for such internal use and compliance with applicable law, including, but not limited to, the Brown Act and Public Records Act, but not permission to distribute such software or any copies of them, other than as required by applicable law, including, but not limited to, the Brown Act and Public Records Act. This Section 12 shall survive expiration or

Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor  
by and between the County of Santa Barbara and [insert Contractor/Vendor name]

termination of this Contract.

### **13. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

### **14. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Solution, including, without limitation, all data collected, used, maintained, processed, stored, by or on behalf of COUNTY in connection with this Contract ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Contract. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Solution hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

### **15. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Contract. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, as this Contract exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Contract, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

### **16. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

### **17. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated herein by this reference with

Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor  
by and between the County of Santa Barbara and [insert Contractor/Vendor name]

the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

## 18. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Contract, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar products and/or services as those provided by CONTRACTOR.

## 19. NON-ASSIGNMENT

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, in whole or in part, whether by operation of law or otherwise ("Transfer") this Contract, or any of CONTRACTOR's rights or obligations under this Contract, without the prior written consent of COUNTY in each instance. Any attempted or purported Transfer in violation of this Section 19 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

## 20. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Contract, in whole or in part, at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Contract in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Contract, in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments and is not entitled to a refund of any prepaid fees or alleviated for any fees payable with regard to the remainder of the Term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Contract or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all services hereunder (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by

Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor  
by and between the County of Santa Barbara and [insert Contractor/Vendor name]

CONTRACTOR in performing this Contract, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory provision of the Solution as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Solution rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Solution rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## **21. SECTION HEADINGS**

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## **22. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **23. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## **24. TIME IS OF THE ESSENCE**

Time is of the essence in this Contract and each covenant and term is a condition herein.

## **25. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

## **26. ENTIRE AGREEMENT AND AMENDMENT**

This Agreement, including all Exhibits attached hereto, together with the Request for Proposals Number 3840002 for AV Maintenance and Support ("RFP") and the Proposal submitted by CONTRACTOR in response to same (the "Proposal" and, together with the RFP and this Agreement, collectively, the "Contract"), contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor  
by and between the County of Santa Barbara and [insert Contractor/Vendor name]

**27. SUCCESSORS AND ASSIGNS**

This Contract is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 19, above.

**28. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**29. CALIFORNIA LAW AND JURISDICTION**

This Contract shall be governed by the laws of the State of California. Any litigation regarding or arising out of this Contract shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**30. EXECUTION OF COUNTERPARTS**

This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**31. AUTHORITY**

All signatories and parties to this Contract warrant and represent that they have the power and authority to enter into this Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Contract, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

**32. SURVIVAL**

All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Contract shall survive such termination or expiration.

**33. ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions contained in Sections 1 through 33 of this Agreement ("Numbered Sections") shall prevail over those in the Exhibits, other than Exhibits C, which shall control and prevail over the Numbered Sections and the Statement of Work. If the Statement of Work, Proposal, or quote(s) provided by CONTRACTOR incorporated into the Statement of Work or Proposal, include any standard printed terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the RFP, Numbered Sections, and Exhibits B and C hereto (collectively, the "COUNTY Terms"), on the one hand, and CONTRACTOR's Terms, on the other, the COUNTY Terms shall take precedence and control, followed by CONTRACTOR's Terms, if any.

Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor  
by and between the County of Santa Barbara and [insert Contractor/Vendor name]

[Signatures appear on the following page.]

DRAFT



Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor  
by and between the County of Santa Barbara and [insert Contractor/Vendor name]

Agreement for Services of Independent Contractor between the County of Santa Barbara and {ENTER CONTRACTOR}.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date duly executed by all of the Parties (“Effective Date”).

ATTEST:  
Mona Miyasato  
County Executive Officer Clerk  
of the Board

COUNTY OF SANTA BARBARA:  
  
By: \_\_\_\_\_  
Chair, Board of Supervisors  
  
Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:  
{ENTER DEPARTMENT NAME}

CONTRACTOR:  
{ENTER NAME OF CONTRACTOR}  
  
By: \_\_\_\_\_  
Authorized Representative  
  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head

APPROVED AS TO FORM:  
Rachel Van Mullem,  
County Counsel

APPROVED AS TO ACCOUNTING FORM:  
Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

Risk Management

By: \_\_\_\_\_  
Risk Management

## EXHIBIT A

### STATEMENT OF WORK

[ ] shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

Suspension for Convenience. The Director of the County's ITD Department may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

[CONTRACTOR is a reseller of the [specify applicable portion(s) of the Solution] provided by [insert name of provider of resold component(s) of the Solution] ("Provider") as specified in this Statement of Work, and CONTRACTOR shall cause Provider to provide to County the [specify applicable portion(s) of the Solution], including, but not limited to, the [ ], in accordance with the provisions of this Agreement."]

**[INSERT STATEMENT OF WORK;** Include detailed description of all products, software, and services and unit prices for each.]

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation

- A. For the performance of all of CONTRACTOR's obligations under this Contract, CONTRACTOR shall be paid a total Contract amount, including cost reimbursements, not to exceed \$[\_\_\_\_\_].
- B. Payment for equipment, software, services and deliverables shall be made upon CONTRACTOR's satisfactory performance and delivery of such deliverables, based upon the scope and methodology set forth above in Exhibit A, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY's Information Technology Department an invoice for the services performed over the period specified. These invoices must clearly identify the work performed and must reference the County-assigned Contract Number. The Information Technology Department shall evaluate the quality of the services performed and the deliverables delivered and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT B

PAYMENT ARRANGEMENTS  
Compensation Upon Completion

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ [xx].
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- C. Upon completion of the work detailed in EXHIBIT A and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## EXHIBIT B

## PAYMENT ARRANGEMENTS

## Compensation upon Completion (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ xx.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment B1 (Schedule of Fees). Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- C. Upon completion of the work detailed in EXHIBIT A and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory and within the cost basis of Attachment B1 shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **xx**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- C. **{ENTER PERIOD i.e., monthly, quarterly, annually}** CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## EXHIBIT B

## PAYMENT ARRANGEMENTS

## Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **xx**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment B1 (Schedule of Fees). Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- C. **{ENTER PERIOD(i.e., monthly, quarterly, annually)}**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Attachment B1 shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT B

PAYMENT ARRANGEMENTS  
Periodic Compensation at Selected Milestones

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **xx**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR’s satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

Percentage of Total Contract Amount	Milestone Description	Maximum Amount Chargeable
<b>xx</b>	<b>xx</b>	<b>xx</b>

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in EXHIBIT A have been delivered and found to be satisfactory.

- D. COUNTY’s failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY’s right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.



EXHIBIT B

PAYMENT ARRANGEMENTS  
Periodic Compensation at Selected Milestones (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **xx**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment B1 (Schedule of Fees). Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory and within the cost basis of Attachment B1, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

Percentage of Total Contract Amount OR Maximum Amount Chargeable	Milestone Description
<b>xx</b>	<b>xx</b>

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in EXHIBIT A have been delivered and found to be satisfactory.

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Information Technology Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

# **Attachment 2 to Exhibit A**

## **Technologent Proposal Submitted in Response to RFP**

## **Executive Summary**

At Technologent, we bridge the gap **between people and technology**, empowering businesses to achieve transformative outcomes. With a focus on innovation, collaboration, and expertise, we deliver tailored solutions that drive agility, efficiency, and productivity for enterprises worldwide.

Thomas Gallaway Corporation, dba, Technologent has been in business for 23 years and we were pleased to announce on February 19, 2025, that ITOCHU Corporation (hereinafter "ITOCHU"; Keita Ishii, President & COO; headquartered in Minato-ku, Tokyo) has agreed to invest in Technologent through ITOCHU International Inc. (Naohiko Yoshikawa, CEO; headquartered in New York).

"This joint venture with ITOCHU is a true testament to Technologent's organic growth and success over the last 20 years. Our organization looks forward to working with the ITOCHU team as we endeavor to fortify our joint client development, broader solution offerings and build further robust vendor relations, creating a stronger, more competitive partnership," said Marco Mohajer, Technologent's President.

With corporate location in Irvine, California, Technologent serves the United States with offices in San Diego CA, Plano TX, Austin TX, Ainsworth and Chardon NE, Denver CO, Las Vegas NV, Scottsdale AZ, Miami Florida, New York NY, Nashville TN, and a global presence in Canada, Mexico, United Kingdom, Germany, India, Singapore and Australia.

Technologent has 270 employees on our company payroll and a leadership organization chart highlighted on the following page.

## **Some Highlights Include**

Woman-Owned and WBENC Certified, proudly recognized by the Women's Business Enterprise National Council.

Global IT Digital Transformation Solutions and Services.

Serves Fortune 1000 Companies and Public Sector with a proven track record of success.

Develop enterprise solutions that seamlessly integrate various technologies.

Focused on business outcomes such as agility, efficiency, and productivity.

**3:1 Sales Engineer-to-Sales ratio**, providing unparalleled technical expertise with over 1000 OEM and ISV certifications.



**Tom Gallaway**  
Founder



**Marco Mohajer**  
President



**Tammy Cooper**  
CEO, CFO & Chairman



**Rod Wright**  
Executive Vice President,  
Global Sales & Engineering



**Mike McLaughlin**  
Chief Information Officer  
(CIO)



**Greg Hoffman**  
Chief Business Officer  
(CBO)



## 2025 Company Overview

Over 20 years of experience creating IT environments that are agile, modern and compliant.



Technologent is a women-owned, WBENC-certified and global provider of Information Technology solutions and services for Fortune 1000 companies. With our internationally recognized technical and sales team and well-established partnerships between the most cutting-edge technology brands, Technologent powers your business through a combination of foundational IT disciplines: **Data, Artificial Intelligence, Cloud** and **Security**.

Together with **Service Provider Solutions, Financial Services, Professional Services** and our people, we're paving the way for your business operations with advanced problem-solving that isn't just reactive, but forward-thinking and future-proof.

Ready to embark on your digital transformation? Visit [www.technologent.com](http://www.technologent.com) and discover how Technologent will partner with you on your journey.

## LET'S MOVE FORWARD

### What Makes Us Unique

1. **Experts in CXO Concerns:** From Cloud Stacks and Containers to DevOps and Bimodal IT.
2. **Thinking Beyond IT:** We deliver business outcomes for IT modernization and connect all components of a software-defined datacenter.
3. **Customers For Life:** We are agile, responsive and trusted.

### By the Numbers

- **300+** Employees and growing
- **1000+** Technical certifications
- **20+** Years of pre-/post-sale engineering experience on average per staff
- **3:1** Sales Engineer to Sales Rep ratio
- **14+** Offices in the US in addition to a Global Customer Base



## Technologent: An Overview

# TECHNOLOGY DISCIPLINES



where people meet technology



Service Provider Solutions (XaaS)



Financial Services



Professional Services & Staff Augmentation

## Our Awards



THE ORANGE COUNTY REGISTER



THE ORANGE COUNTY REGISTER



THE ORANGE COUNTY REGISTER



THE ORANGE COUNTY REGISTER

**Resumes and relevant experience for each member of our proposed team include:**

Tom King, Technologent Sales Point of Contact

Favian Zavalza, Technologent Principal Architect Point of Contact

Jeff Thompson, Dell Senior Systems Engineer-Technical Point of Contact

Ali Asif, Superna Sales Contact

Anthony- James DiMichele, Superna Technical Point of Contact and Superna migration implementor

Sue Brown, Director Professional Services, Sue.Brown@dell.com, 512-720-3185.

Sue will assign a deployment engineer and project manager upon award.

|

## Tom King

Phone: (949) 230-6061 Senior Account Executive

Email: tom.king@technologent.com

---

### Professional Experience

Technologent

Apr 2004 - Current

*AVP/ Senior Account Executive*

- Responsible for customer satisfaction for City and County governments in Southern CA.
- Chartered to prospect and qualify customers requiring Enterprise Service Management to include providing proposals and statement of works defining Technologent's process and deliverables.
- Co-ordinate with Technologent's internal professional services to deliver staff augmentation and residents to City and County governments.
- Schedule customer project completion review to determine what was done right and areas of improvement.
- Facilitate Executive level relationship amongst City and County and Technologent .

Sun Microsystems Jul 1995 – April 2002

District Sales Manager

- Managed sales and engineers in the Southern CA, to exceed revenue and billing
- Recruited and managed and certified Valued Added Resellers in Southern CA.
- Responsible for sales rep and engineering career path progression and performance reviews.
- Tasked with assuring customer satisfaction and executive relations.

### Education

Bachelor of Business Administration, 1975

Texas Tech University

# Favian Zavalza

## Principal Architect

### Professional Resume

#### Summary

Favian is a solution-oriented architect who partners well across the organization and possesses a mix of pre-sales and post-sales experience with over 25 years of IT experience designing, implementing, and supporting complex enterprise and data center solutions. The last 7+ years have been spent working with Technologist customers across a wide range of verticals and solutions. Experience consists of architecting data center wide strategies with heavy emphasis on storage, compute, virtualization, disaster recovery and data protection to meet enterprise business requirements.

#### Certifications

##### EMC

- EMCTA – Storage and Information infrastructure
- EMCTA – Network Storage
- EMCIE – Avamar
- EMCIE – Backup Recovery
- EMCIE – RecoverPoint
- EMCIE – VNX Specialist
- EMCIE – Networked Storage
- EMCIE – CLARiiON
- EMCCE – CLARiiON

##### Rubrik

- Rubrik Technical Professional 2024
- Rubrik RCIE – 2021
- Rubrik Sales - 2024

##### Cohesity

- Cohesity Install Professional 2025

##### Cloudian

- Sales 2023

##### VMware

- VCP 3,4,5,6-DSV

##### Microsoft

- MCP

##### Tegile (Western Digital)

- Sales Engineer 3.5 (TCSE)
- Implementation Engineer (TCIE)

##### Veeam

- VMSP and VMTSP 2024

##### Commvault

- Sales Professional CVTSP25

##### Druva

- Sales & Technical Specialist 2024

##### Komprise

- Technical Professional 2024

#### Training

##### EMC

- Various Boot camps

##### Rubrik

- Boot camp 2018, 2019, 2020, 2024

##### Qumulo

- Sales Engineer Course
- Sales Representative course

##### Nutanix

- Boot camp 2018 and 2019

##### VMware

- VCP 3

##### Cohesity

- Boot camp 2024

##### Commvault

- Boot camp 2025

##### Zerto

- Zerto Professional - Basic
- Zerto Sales

##### Druva

- Dell Partner Sales and Technical courses

# Ali Asif, BBA

250-938-1405 • alihisif436@gmail.com

## EXPERIENCE

### End of the Roll | Salesmen

June 2017 - May 2020

- Maintained and implemented policies in the workplace
- Kept track of all inventory and sales in the system as well as took care of any claims and returns, also kept track of office supplies, and reordered
- Supported bookkeeping and budgeting procedures, created and updated records and databases with personnel, financials, and other data
- Helped customers with the information and products they need
- Submitted timely reports and prepared presentations for customers

### GNC | Assistant Manager

Sept 2020 – Sept 2021

- Maintaining budgets, financial and statistical records, and product inventory
- Deal with customer complaints and queries
- Oversee pricing and stock control
- Set sales targets and incentives to motivate staff
- Prepare promotional materials and display
- Communicate with the staff to ensure efficiency

### Superna | Business Systems Analyst

Sept 2021 – Nov 2023

- Worked with colleagues and stakeholders to gain an in-depth understanding of critical business requirements
- Analyzed data models to deliver logical conclusions
- Experienced with Software development and business information systems plus applications
- Developed innovative solutions for operational and strategic changes
- Being proficient in inventing processes or systems needed to implement changes
- Strong analytical, communication and interpersonal skills to interact with senior-level management regarding the implementation of changes
- Conducted tests, surveys, and workshops

### Superna | Inside Sales Representative

Nov 2023 – Aug 2024

- Researched potential accounts, built rapport, and prepared quotations
- Communicating with clients and explaining products and services. Make outbound calls, send emails, and answer inquiries. Demonstrate products, explain features and benefits, and recommend products
- Built rapport with prospective clients and maintain long-term relationships
- Generating revenue. Solicit orders, understand technical requirements, and provide technical information
- Create monthly reports and presentations with sales data

### Superna | Enterprise Account Executive

Aug 2024 – Present

- Managing and growing relationships with key, high-value clients, often dealing with complex sales cycles, multiple stakeholders, and larger contracts
- identifying and developing new business opportunities in the enterprise market segment
- Implemented sales forecasting models to increase forecast accuracy and enable proactive resource allocation.
- Conducting in-depth research to understand the specific needs of large-scale clients and tailor presentations and product demonstrations to these prospects
- managing the entire sales cycle, from lead generation to closing deals, ensuring mutually beneficial agreements are reached

## EDUCATION

Okanagan College | Bachelor's in Business Administration

Graduated June 2021

## **Anthony-James DiMichele**

anthony.dimichele@live.ca

### **EXPERIENCE**

Superna | Technical Support Specialist

August 2017 - January 2021

- Troubleshooting Postfix/Javamail/HBASE/Kafka/Zookeeper/Linux.
- Provide emergency support for customer failover between Isilon clusters.
- Escalating tickets to 3rd-level support when required.
- Scheduling deployments and follow-up software health checks.
- Training and mentoring new employees.
- Deploying, configuring, and training customers on Superna Eyeglass, Ransomware Defender, Easy Auditor, and Eyeglass Search.
- Deploying, maintaining, and troubleshooting openSUSE.
- Advising customers on different architecture strategies when used with our software.
- Keeping detailed and updated records on all customer deployments.
- Developing and maintaining documentation and processes.
- Quality assurance testing new features before rolling them out to customers.
- Creating Active Directory users and managing DNS entries.
- Performing triage, diagnosis and resolution of tickets in Zendesk.
- Provide real-time remote troubleshooting via Webex and Zoom.

Superna | Technical Consultant

January 2021 - Present

- Manage individual customer projects delivering service scope.
- Communicate effectively with customers throughout the service lifecycle.
- Create documentation that will assist team members with issue resolution.
- Use internal project tracking tools to keep the status of projects up to date.
- Review customer environments and make recommendations based on best practices.
- Review current procedures and make suggestions to improve current processes.
- Execute installation and implementation services.
- Recreate customer use cases in a lab environment to verify functionality and validate customer requirements.
- Demonstrate new Eyeglass features and functionality to customers and partners.

- Complex services such as DR Migration Service, DR Design for Multi-cluster multi-source and target environments, DR Design for bi-directional replication environments,
- Pre-sales and post-sales activities including responding to customer requests for information, product installation, and best practices to configure based on customer requirements.

## **EDUCATION**

Seneca Polytechnic | Computer Networking & Technical Support

# Jeff Thompson

jeff.t@dell.com

<http://www.linkedin.com/in/jvthompson>

512-879-4804

---

- Proven success in building global enterprise storage teams.
- Experience writing policy and procedures that adhere to strict compliance rules.
- Architect and present storage solutions to technical and nontechnical business units.

## Education

1995 - 1998      California Polytechnic University San Luis Obispo  
**Bachelor of Science in Social Science**

## Experience

6/18 - Present                      Dell Technologies                      Irvine, CA

### **Sr Systems Engineer, Unstructured Data Solutions**

As a Pre-Sales Specialist for Dell PowerScale and ECS solutions, I'm responsible for driving pre-sales activities by providing expert guidance on scalable storage solutions that solve complex enterprise data challenges. I collaborate closely with sales teams and technical experts to understand client requirements, craft tailored solution architectures, and deliver impactful product presentations and demos.

I conduct comprehensive technical assessments and solution workshops, translating intricate storage and data management concepts into clear, actionable strategies for clients. My focus is on developing customized proposals and solution designs that align with client goals, ensuring the optimal performance, scalability, and security of their data storage environments.

9/11 – 2/18                      Amgen                      Thousand Oaks, CA

### **Operations Lead, Storage Operations**

I led the successful transition of Amgen's storage team from an outsourced model to an in-sourced structure, and ultimately to a Managed Service Provider (MSP) model. I developed and documented the global storage team's Standard Operating Procedures (SOPs) and Manual of Operations, ensuring compliance with legal discovery, GxP, and SOX audit requirements.

Managing a team of 25 professionals, I oversaw daily storage operations, handled high-priority escalations, and played a key role in MSP contract negotiations and renewals. I also provided strategic guidance on regulatory data governance and high-level project management initiatives.

Through workflow optimization and automation, I helped achieve \$500K+ in annual cost savings for Amgen, significantly improving efficiency across storage operations.



4/07 – 9/11

Edmunds.com

Santa Monica, CA

**Systems Administrator, Storage Operations**

I managed the day-to-day administration of a complex NetApp environment comprising 11 clusters and 2 NearStore filers. My responsibilities included NFS/CIFS volume creation, backup planning using SnapVault and snapshot technologies, and continuous monitoring of the filer environment with Data ONTAP.

I administered a multistore filer environment and deployed various NetApp architectures, including SnapDrive and SnapManager for Exchange. This involved managing provisioning, security, snapshot backups, and restores for multiple business units.

In addition to providing after-hours support, I collaborated with vendors on proof-of-concept labs and managed 2 Storwize clusters. I also led end-to-end RHEL server deployments using Bladelogic and Aperture Vista, and handled LDAP, DNS, and DHCP administration to ensure seamless network services.

9/06 – 4/07

Yahoo (Contractor)

Burbank, CA

**Data Protection Engineer**

As a key team member, I was responsible for maintaining production, development, and QA environments, including managing Veritas NetBackup Enterprise (Solaris-based) with 2 master servers, 7 media servers, and 2 ADIC libraries. I provided support for BakBone NetVault in our in-house R&D environment, troubleshooting hardware, software, and connectivity issues. I also collaborated with the DBA team on Oracle RMAN backups and contributed to a 40-month archival restore project.

I provided 24/7 on-call support for the data protection team and assisted the Ops Storage Team with daily monitoring of the NetApp environment. This included responding to DFM alerts, addressing issues such as failed disks, shelf problems, and storage capacity constraints, as well as handling storage requests from various business units.

I played a lead role in a data center migration project, which involved shutting down and migrating 8 NetApp filers and a QA/Dev backup environment. I led the migration of data from 8 filers to 5, distributed across 2 locations, and coordinated the decommissioning and relocation of the backup environment to a new data center.

Additionally, I set up 9 new NetApp filers in the new data center to host the QA environment and performed OnTap upgrades to ensure optimal performance and security.

5/05 – 9/06

Homestore.com/Move.com

Westlake Village, CA

**Storage Engineer**

I was responsible for maintaining the Veritas NetBackup enterprise-wide backup solution, managing a setup that included 1 master server, 5 media servers, 6 Spectra Logic libraries, and a NetApp filer connected via Fiber Channel to a Brocade switch. I provided break/fix support for connectivity, hardware, and software issues across a 4-domain environment, supporting 175 Windows and Unix servers, as well as 4 NetApp filers via NDMP.

I led the implementation of an interim backup solution in preparation for an out-of-state data center relocation and played a key role in planning and designing the enterprise backup solution for the new data center. This involved utilizing Veritas NetBackup, NetApp storage, and a StorageTek tape library to ensure a seamless transition.

Additionally, I configured and administered NetApp filers for disk-based backups, including tasks like volume creation, space management, and handling volume space increases. I was also the primary point of contact for the backup and retention components of the annual Sarbanes-Oxley (SOX) audit.

**Other relevant positions:**

7/04 – 5/05	Homestore.com/Move.com	Lead/Sr. Support Engineer	Westlake Village, CA
2/03 – 7/04	Spirent Communications	Desktop Support	Calabasas Hills, CA
7/01 – 2/03	Homestore.com	Technical Analyst	Westlake Village, CA
10/00 – 7/01	RIFOCS Corporation	Systems Administrator	Camarillo, CA
11/98 – 10/00	Xircom, Inc.	Associate Network System Engineer	Thousand Oaks, CA

### **Dell Services Deployment Engineers**

- Official Dell engineer training on PowerScale installation, upgrade and configuration. In addition, training on Dell servers and switching
- Vmware certified
- Average of 10 years' experience with Dell as a FTE with field deployment work
- 5 years' experience with racking, deploying, configuring and troubleshooting Powerstore (PS was introduced in May of 2020)

### **Dell Professional Services PM**

Dell's Professional Services PM Framework is based on PMI's PMBOK industry's best practice, designed to balance the need for a repeatable, consistent delivery process and is adapted to support our portfolio and the needs of our customers.

- Average years of Dell PM experience 5-15 years
- PMP Certified
- Process utilized is Waterfall methodology to ensure structured planning and delivery

Required to complete and maintain internal certification level in PowerStore, server and network technology.

Average PM has led over 50 successful PowerStore deployments.

Technologent’s most mature professional services practice is our Data Management practice and we have been delivering successful storage refreshes and data management solutions for more than 20 years involving many customers including National Pen, University of California San Diego, Orange County Transportation, University of California Irvine, Memphis LG&W, San Diego Zoo, Noth Texas Tollway Authority, Francesca’s Interstate Batteries , TCE, to name a few.


Trusted by 16,000+ customers – with 1,500+ running GPU workloads – Dell with PowerScale is a leader in the Gartner Magic Quadrant for Distributed File Systems and Object Storage


Technologent is teaming with Dell Technologies, our subcontractor, in delivering and implementing the proposed solution architecture consisting of 6X A300L with 360TBr/327TiBr at your primary data center and 6X A300L with 360TBr/327TiBr at your disaster recovery site is depicted in following diagram:


### 6 x A300L 360TBr / 327TiBr


#### PROPOSED POWERSCALE SOLUTION

6 x A300L in 2 Chassis

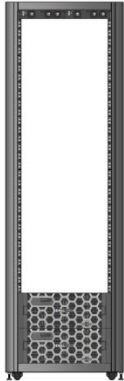
 360 TB / 327 TiB Raw Capacity

 9 RUs

 ~5 GB/s Throughput  
\*Seq Read 128k blocks

 ~51k IOPs  
\*L3 SSD strategy

SERVICE & SUPPORT	
ProDeploy Plus	
5 Years ProSupport Plus - 4Hr Mission Critical	
Superna Migration Services	



Rack

Front View

## Dell Technologies

HARDWARE	
Node Type	A300L 15 x 4 TB   2 x 800GB SSD 96GB RAM
Nodes / Chassis	6 Nodes / 2 Chassis
# of Racks U / Racks	8 / 1
Raw Capacity	360 TB / 327 TiB
85% Effective Capacity@1.6 DRR	403 TB / 367 TiB
100% Effective Capacity@1.6 DRR	474 TB / 432 TiB
Protection - Efficiency	+2d:1n - 83%

SOFTWARE INCLUDED - Enterprise		
<a href="#">SmartConnect</a>	SnapshotIQ	<a href="#">SmartQuotas</a>
<a href="#">SmartDedup</a>	Plus SyncIQ	InsightIQ









NETWORKING	
Frontend (per node)*	2 x 25GbE
Backend Switches	(2) 12 Port S4112F Dell Switches

Internal Use - Confidential









15

# Get Efficient Summary











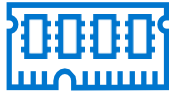
## Current Solution

4 x H400   15 x 2 TB HDD SED   1 x 1.6 TB SSD   64GB RAM			
 <b>88.87 TB</b> Usable capacity @100% utilization @ PowerSizer	 <b>3,800 BTU/Hour</b> Cooling	 <b>1.12 kW</b> Power	 <b>3.5 GB/s*</b> Throughput *Seq Read 128k Blocks
 <b>25,800</b> OP/s @ Home Directory	 <b>256 GB   H400:2x4000GB</b> Total RAM      SSD(s)	 <b>4 RUs</b> Rack units used	 <b>75%</b> Efficiency

## Proposed Solution

6 x A300L   15 x 4 TB HDD SED   2 x 800 GB SSD   96GB RAM			
 <b>296.87 TB</b> Usable capacity @100% utilization @ PowerSizer	 <b>5,477 BTU/Hour</b> Cooling	 <b>1.6 kW</b> Power	 <b>5.33 GB/s*</b> Throughput *Seq Read 128k Blocks
 <b>51,450</b> OP/s @Home Directory	 <b>576 GB   A300:2x 800 GB</b> Total RAM	 <b>8 RUs</b> Rack units used	 <b>83.33%</b> Efficiency

## KPIs

 <b>234%</b> MORE CAPACITY	 <b>52%</b> MORE THROUGHPUT	 <b>99%</b> MORE OP/s	 <b>\$1,156.5</b> ANNUALIZED ENERGY COST EXPENSE	 <b>44%</b> MORE COOLING	 <b>42%</b> MORE POWER	 <b>43%</b> MORE CARBON FOOTPRINT	 <b>100%</b> MORE RACK UNITS	 <b>83.33%</b> EFFICIENCY	 <b>ZERO DATA MIGRATION</b>	 <b>Modernized</b> RAM & NEWER GEN PROCESSOR
---	--	--	--	---	---	---	---	--	---	--

**March 19, 2025**

**TECHNOLOGENT  
100 Spectrum Center Drive, Ste 700,  
Irvine, CA 92618  
USA**

**RE: Dell Technologies Partner Program**  
Name of Solution Provider: **TECHNOLOGENT**

This letter confirms that as of the date written above, Solution Provider identified above is currently an authorized reseller participating in the Dell Technologies Partner Program. This relationship authorizes Solution Provider to resell Dell-branded products and services in accordance with the applicable terms and conditions. If Solution Provider purchases from Dell directly, the governing agreement is the Dell Reseller Terms of Sale at [www.dell.com/resellerterms](http://www.dell.com/resellerterms) or a written resale agreement between Reseller and Dell or EMC that applies specifically to the products and services to be purchased. If Solution Provider purchases from an authorized Dell distributor, the governing agreement is between Solution Provider and the distributor.

This letter is not an authorization to resell Dell-branded products and services to Federal end-users. Federal end-user means the United States Government or other entities as authorized in GSA Order ADM 4800.2 as amended or utilizing Dell IT assets in support of USG contracts and/or for internal use as a normal course of business. Please contact the Dell Federal sales team for a letter of authorization to resell to Federal end-users.

Please feel free to contact your sales representative if you have any questions regarding this letter. We look forward to doing business with you.

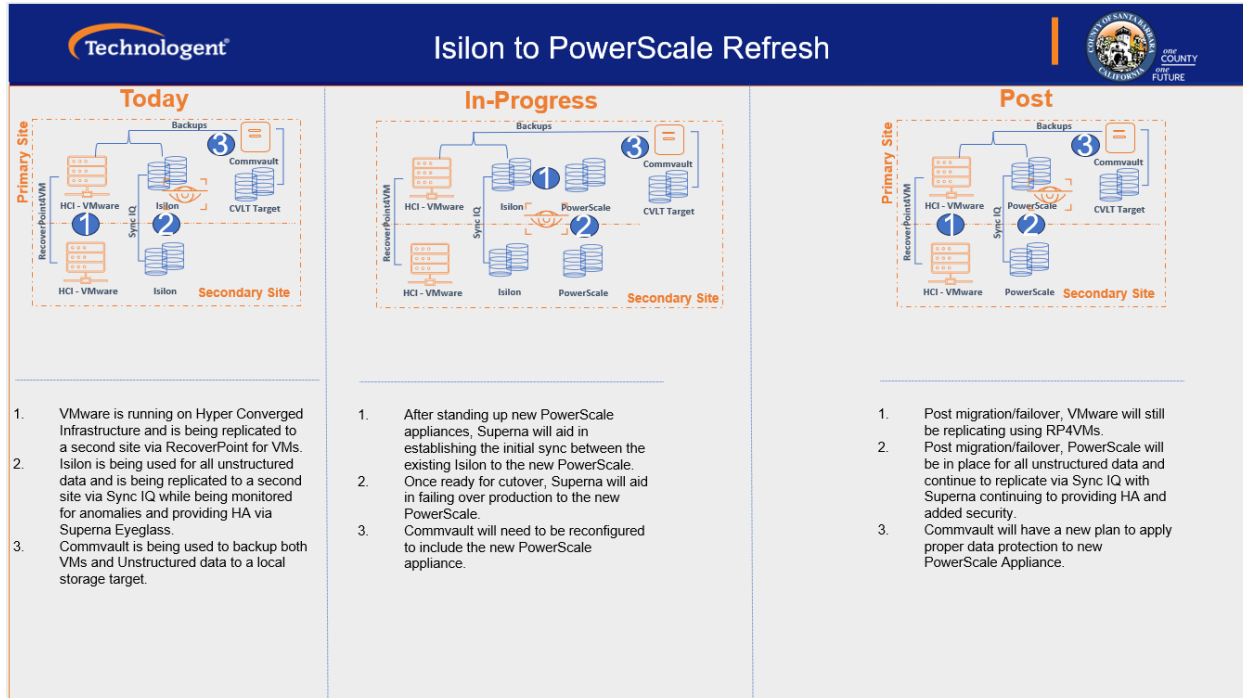
Sincerely,

Dell Technologies Partner Operations

**Our proposal meets the County requirements by providing:**

- All software necessary for implementation and use throughout the term of the Contract.
- All hardware required for mounting in a standard 19-inch rack.
- All licenses required for all software and services included in the Proposal, including related feature upgrades.
- All professional services are necessary for configuration, migration of data from existing environment to the new environment, and the data synchronization between the Production and Disaster Recovery clusters. Ensuring all existing configurations, integrations, workloads, and functionality on the current systems are transferred over to the new system. This includes but is not limited to backups, Ransomware Protection, Disaster Recovery Automation, Data Synchronization, Remote Monitoring Services, Local and Remote Snapshots, File System Quotas.
- The Dell ProDeploy Plus services includes the “racking and stacking” of nodes and switches in the data center, initial configuration of the new cluster. Client reconfiguration (i.e. laptop, workstation, server-side application) is not included as part of this service. The migration services, sub-contacted by Dell and provided by Superna, include data migration and moving over configurations (i.e. replication, snapshot policies).
- Superna Data Migration Services Overview:
  - This service assists with Tech Refresh of data and configuration from one cluster in a hot/cold configuration to a new pair of clusters. This service offers expertise, planning, design and configuration assistance to enable migration from one cluster to another. Typical use cases are data center move, hardware refresh, retiring an older cluster. The service provides the following:
    1. Rental Eyeglass licenses for the duration of the project. During the project more clusters exist than will be required in the final location. This provides fully supported license keys during this time for all clusters added to eyeglass during the service.
      - a. Limited to 6 months.
      - b. For longer migration projects additional fees are required.
    2. Design, planning, Configuration of migration to leveraging Eyeglass features to enable:
      - a. 1 x one way failover for 1 cluster to a new cluster
      - b. Data migration with Access Zone migration features as required
    3. Planning assistance before scheduled cut over event
    4. Actual cut-over uses standard Eyeglass support process for the day of the event and is not an assisted failover.
    5. Includes DR quick Start scope of service if no previous DR design exists. See scope details here. If previous DR Design exists these same settings will be reapplied to the new cluster.
    6. The migration service is a professional service and includes extra support during the cutover window, we offer an observer model with this service: (Note: Not included in normal product support)
      - a. Support case is opened ahead of time with Superna support for their awareness (support will also complete a pre-cutover readiness assessment of their own)
      - b. Superna resource joins a remote meeting but does not take control. This resource will be guiding the customer on execution order of steps, etc. according to the approved migration plan.

- All warranty, maintenance and support for 5 years.
- The proposed Dell solution will interconnect with Juniper your QFX series switches as the front-end transceiver that are included with the PowerScale A300L are standard 10Gbe SFP+ which will require the County to provide the fiber optic cables and SFPs that are compatible with your Juniper QFX switch.
- Security Management and Reporting - The proposed solution is manageable both remotely and locally from a secure interface with role-based administration. PowerScale OneFS does not support RADIUS. OneFS offers several other authentication methods to access administration and shares. Dell support AD, LDAP, local/file providers, Kerberos and in new versions of OneFS SSO. Both protocol and configuration change auditing are supported and the logs can be "sent" to a customer deployed CEE server.
- Included in the licensing of OneFS is InsightIQ which is a reporting server that the customer can deploy. Once setup and configured, it can historically track various metrics such as performance and capacity utilization. The customer can set up reports and export them. Additional information and documentation can be found here: [PowerScale InsightIQ - Info Hub | Dell US](#)



Technologent and Dell guarantee and warrant that the Solution set forth in such Proposal will not be phased out (e.g., end of life, or end of support) for at least five (5) years after date of purchase by the County.

Dell supports nodes such as the A300L for 5 years after the End of Life (EOL) announcement and as of 4/1/2025, no EOL/EOSS has been announced so, at bare minimum, these nodes will be supported for the next 5 years.



## A-Series

**Table 21. A-Series**

Node	RTS	EOL	EOSS
A200 - 16 GB DRAM	06-09-2017	10-31-2020	05-31-2028
A200 - 64 GB DRAM	06-09-2017	05-05-2023	05-31-2028
A2000 - 16 GB DRAM	06-09-2017	10-31-2020	05-31-2028
A2000 - 64 GB DRAM	06-09-2017	05-05-2023	05-31-2028
A300 - 96 GB DRAM	09-07-2021	TBA	TBA
A3000 - 96 GB DRAM	09-07-2021	TBA	TBA

Technogent and Dell's solution meets the County's cybersecurity requirements [Technology Security Policies | Santa Barbara County, CA - Official Website](#)

Each Proposal must list all relevant Industry Standards with which the recommended devices comply

Dell complies with ISO standards <https://www.delltechnologies.com/asset/en-us/solutions/business-solutions/legal-pricing/dell-inc-iso-9001-2015-multi-site-certificate.pdf>

### **Sustainability**

The County has an Environmentally Preferred Purchasing Policy (EPPP) that encourages the use of products/services that promote sustainable green practices. The general goals of this policy are to reduce toxicity, conserve natural resources, materials & energy, and maximize recyclability and recycled content. If your service qualifies and meets such criteria, please provide additional data.

Dell uses products and services that promote sustainable green practices and leverages a Product Carbon Footprint (PCF) that helps understand a product's impact on the environment, providing valuable insights to help Dell design our products more sustainably and reducing emissions for ourselves and our customers.

· <https://www.dell.com/en-us/dt/corporate/social-impact/advancing-sustainability/climate-action/product-carbon-footprints.htm#tab0=0&pdf-overlay=/www.delltechnologies.com/asset/en-us/products/multi-product/industry-market/pcf-lca-whitepaper.pdf>

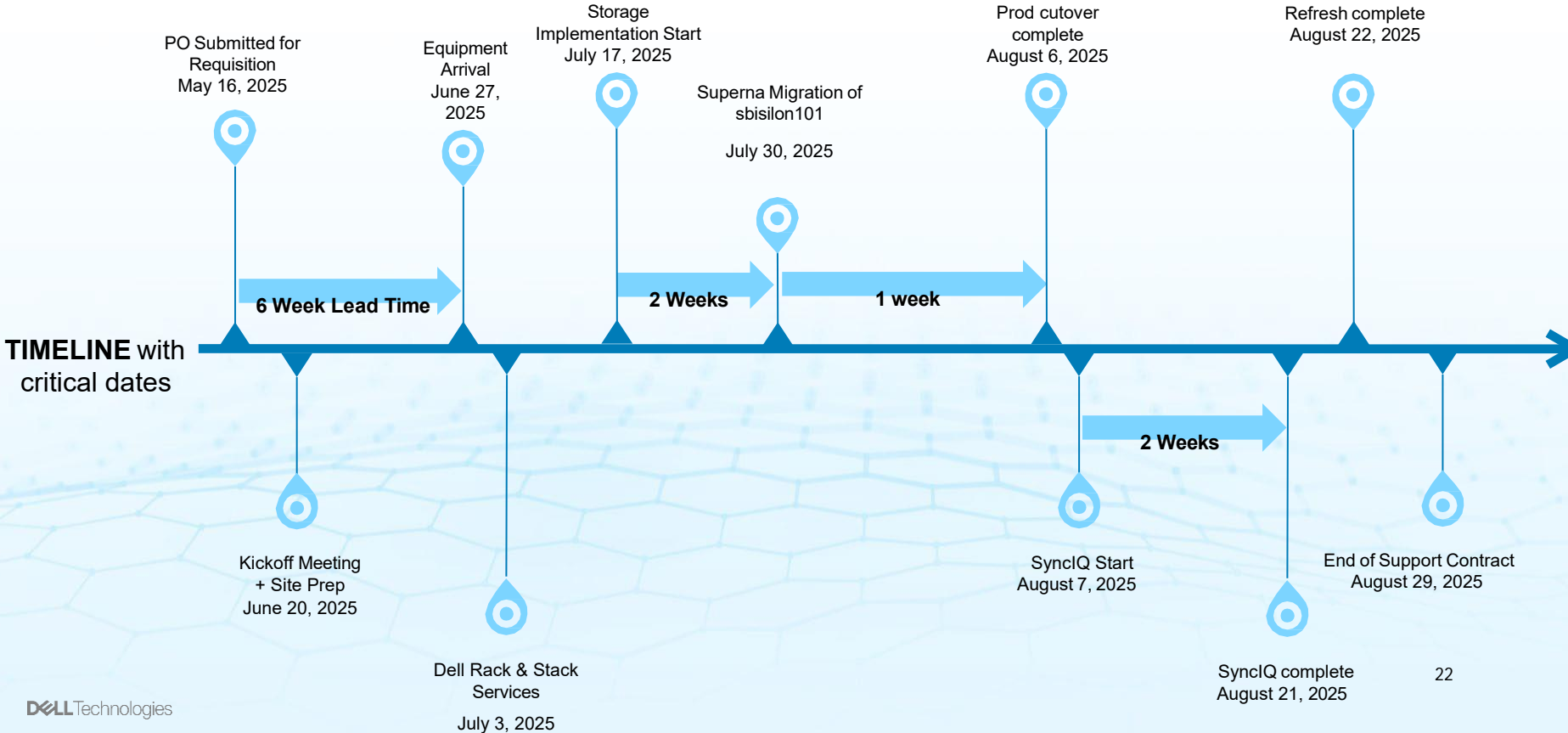
### **Work Philosophy**

The County's adage of "One County. One Future" represents your virtue of working together towards a shared future. This way of thinking includes your mindset about how you approach your daily work and deliver services to the public.

By fostering a culture of innovation and collaboration, you can ensure that your IT investments deliver maximum value and support the county's mission of providing exceptional public service. Together, the County will create a future where technology empowers our community, enhances transparency, and drives sustainable growth.

Technologent's work philosophy in engaging in the Dell Isilon replacement is understand the County's goals and requirements and then design, configure, and implement a solution with a best in class and leader for file and object storage, Dell Technologies, providing the PowerScale appliances along with Dell's professional services. By leveraging the long history and experience of Dell Technologies and Technologent along with our understanding of the County's information technology landscape, we mitigate your risk by providing an Isilon refresh implementation with a known operating environment ensuring the maximum value and support for your constituents.

# ESTIMATED REVERSE TIMELINE



## Attachment B – Mandatory Reply Form: References

R-1.	Company Name	University of California Irvine
	Address	160 Administration Bldg Irvine
	City / State / Zip	Irvine CA 92697
	Contact Person / Title	Toan Chi/ Network Manager
	Phone	949-824-6947
	Date Services Began and Ended	5/26/2022 on going
	Brief Description of Services	Sold Storage and implementation services with 5 years of support
R-2.	Company Name	Metropolitan Water Authority
	Address	700 N Alameda St.
	City / State / Zip	Los Angeles/CA/ 90012
	Contact Person / Title	Lu Dam/ Database Manager
	Phone	213-217-5731
	Date Services Began and Ended	10/11/2024 - 10/10/2025
	Brief Description of Services	Dynatrace software
R-3.	Company Name	County of Contra Costa
	Address	30 Douglas Dr Martinez
	City / State / Zip	Martinez/CA/ 94553
	Contact Person / Title	Patricia Zaragoza/CIO
	Phone	925-655-2789
	Date Services Began and Ended	2/25/2025 ongoing
	Brief Description of Services	VMware software

Technologent has extensive experience working with Dell EMC Isilon and the newer PowerScale systems. While supporting a large hospital, Technologent was involved in the full lifecycle of Isilon and PowerScale deployments—contributing to architecture design, data migration, managing data growth, and implementing archiving strategies. Technologent partners with large organizations to upgrade their Isilon environments to PowerScale, enhancing performance and scalability. The team also works closely with Superna to facilitate seamless migrations and deploy their robust solutions for data resiliency and security. In addition, Technologent integrates backup and security systems with PowerScale to further harden infrastructure and strengthen data protection strategies across hybrid environments. As part of ongoing support, Dell continuously reviews system performance and capacity, proactively notifying customers of potential issues while keeping them up to date on new features and critical security updates. Technologent is partnered with Dell Technologies providing professional services leveraging the migration services of Superna.

Dell and Technologent, as a long-term provider of IT equipment and services to the County of Santa Barbara, understands the critical nature of your Isilon refresh project. As your Information Technology Department provides IT services for your 22 departments, we understand that providing this technology refresh plan is vital to ensure your data communications system is technically capable, available, sustainable and cost-effective. We are confident that our proposal will achieve the County's goal, including the replacement of ageing and obsolete equipment, the creation of a system with higher availability than the existing offer, and the provision of increased storage capacity. By providing the Dell PowerScale appliances to replace your existing Dell Isilon storage along with the professional services necessary for configuration, migration of data from existing environment to the new environment, and the data synchronization between the Production and Disaster Recovery clusters, we will reduce your risk by making sure that all existing configurations, integrations, workloads, and functionality on the current systems are transferred over to the new system including but is not limited to backups, Ransomware Protection, Disaster recovery Automation, Data Synchronization, Remote Monitoring Services, Local and Remote Snapshots, File System Quotas.



# Technologent

## Our Portfolio Competencies

Infrastructure

Security

Data / AI

Automation

APEX

HCI

Core Client

**Presence in Both Enterprise  
& Commercial Accounts!**  
(2 Sales Engineers for every  
1 Account Executive)

## Company Overview

Technologent is a women-owned, WBENC-certified and global provider of Information Technology solutions and services for Fortune 1000 companies. With our internationally recognized technical and sales team and well-established partnerships between the most cutting-edge technology brands, Technologent powers your business through a combination of foundational IT pillars. We're paving the way for your business operations with advanced problem-solving that isn't just reactive, but forward-thinking and future-proof.



## NATIONAL & INTERNATIONAL OFFICES

### Delivery Competencies

- MX Modular Infrastructure\*
- PowerEdge\*
- PowerScale\*
- Unity\*
- VPLEX
- VxBlock 1000 Series
- VxRail\*

\*Includes authorization to co-deliver

### Priorities

- Data Management
- Modern Cloud
- Digital Automation
- Data / AI
- Security
- Service Provider Solutions
- Professional Services
- Managed Services
- Financial Services

### Dell Specializations

- APEX
- Integration Services
- Global Deployment
- Supply Chain
- Export Compliance
- Co-Delivery
- Business Continuity & Disaster Recovery

### Verticals

- Finance
- Insurance
- Government
- Technology
- Healthcare
- Oil and Gas
- Electronics
- Real Estate
- Gaming
- Communications
- Construction
- Banking
- Business Services
- Manufacturing
- Entertainment
- Energy
- Hospitality
- Utilities
- Retail
- Media

### Integration/Demo Centers

**Irvine**  
100 Spectrum Ctr Dr  
Suite 700  
Irvine, CA 92618

**Las Vegas**  
770 E. Pilot Road  
Suite G  
Las Vegas, NV 89119

### AI Demo Lab

**Dallas**  
5840 Legacy Circle  
Suite D275  
Plano, TX 75024

### Recent Awards

Dell Technologies



**2023**  
PARTNER OF THE  
YEAR AWARDS

WINNER

**Technologent**  
Excellence in Marketing

**\$850M**  
in TOTAL  
Sales for  
2024

**\$124M**  
in Dell/EMC  
Sales for 2024

### **County's role and responsibilities**

The County will need to work with CommVault subject matter experts to ensure production is returned state regarding data protection and ransomware resiliency.

The County will need to assign a project manager for Isilon refresh.

The County will provide access to necessary Customer resources, including designated decision makers, to participate in the project.

County to provide necessary workspace for Technologent resources when on-site. This includes desk, chair, phone, and internet connectivity.

Assist with project management activities associated with this project where appropriate.

Provide administrator or superuser logons to host systems, or (alternatively) assign system administrator(s) to perform logon activities on behalf of consultant technical personnel.

Verify that all servers and/or workstations included in the scope of this activity are fully functional before Technologent personnel begin assessment activities. Fully functional includes operating system(s), database(s), application(s) and network(s) provided or supplied by Customer in connection with this project.

The county will need to provide the corresponding 10Gbps short range optical SPF's for the Juniper datacenter switches and fiber patch cables to connect the chassis.

The County requires the re-use of existing SmartConnect zone names and aliases and will reconfigure County DNS to forward request to the new SmartConnect service names.

County will work with your existing backup vendor to ensure that the new PowerScale is backed up.



County of Santa Barbara RFP Core Refresh - Attachment C

Pricing Category	Bid Price	Comments
Retail Price	\$1,669,543.76	Price includes \$14,545.70 in tax for all taxable items.
Discount	\$1,220,500.82	74%
<b>Final Price</b>	<b>\$449,042.94</b>	
Annual Maintenance	\$25,881.24	5yrs quoted at \$129,406.17 included in Final Prince.
Telephone Support		Included with Maintenance in line 10. No additional charge.
Professional Services	\$54,280.35	Included in the Final Price.
Total		



Product Name	Qty	SKUs	Option Name
PowerScale Archive/Hybrid New Solution - [EMC_POWERSCALE2_AMER_3]			
PowerScale A300 - AMER			
	6	[210-AZWL]	A300 - L3 - SED FIPS 60TB (15x4TB)/800GB SSD
	6	[800-BBQV]	New Cluster
	6	[800-BBQV]	No
	6	[400-BMOL]	800GB SED SSD
	6	[590-TFHE]	2x25GbE (SFP28) Back-end W/O OPTICS
	6	[590-TFBK]	2x25GbE (SFP28) W/O OPTICS
	6	[407-BCLU]	Transceivers/Optic/SFP28/SR/25GbE/Qty 2
	6	[149-BBGK], [149-BBGX]	OneFS Base + Enc/Key Mgt Lic A300/A3000 2-8TB L3
	360	[149-BBGI]	OneFS Capacity A3 Tier 3 L3
	6	[151-BBGR], [151-BBHJ], [151-BBJE], [151-BBJS]	Enterprise Bundle A3 Tier 3 L3
	360	[151-BBIY], [151-BBJK], [151-BBJM], [151-BBJP]	Enterprise Bundle Capacity A3 Tier 3 L3
	360	[151-BBJB]	SmartDedupe Base License A3 Tier 3 L3

6	[151-BBGU]	SyncIQ Base License A3 Tier 3 L3
6	[151-BBEH]	HDFS for OneFS (\$0.00)
360	[151-BBJF]	SmartDedupe Capacity License A3 Tier 3 L3
360	[151-BBHY]	SyncIQ Capacity License A3 Tier 3 L3
6	[379-BDPD]	ISG Product (info)
6	[876-9295], [876-9779], [876-9783], [876-9861], [951-2015], [975-3461]	5 Years ProSupport Plus Mission Critical 4-Hour Onsite Service
6	[854-6103]	5 Years ProSupport Plus OneFS Enc-Key Mgt Base 2-8TB Software Support-Maint
360	[854-6382]	5 Years ProSupport Plus OneFS Capacity Software Support-Maint
6	[854-6388]	5 Years ProSupport Plus Enterprise Bundle Base Software Support-Maint
360	[854-5953]	5 Years ProSupport Plus Enterprise Bundle Capacity Software Support-Maint
6	[854-5702]	5 Years ProSupport Plus SmartDedupe Base Software Support-Maint
6	[854-6906]	5 Years ProSupport Plus SyncIQ Base Software Support-Maint
6	[849-6120]	5 Years ProSupport Plus HDFS for OneFS Software Support-Maint
360	[854-5769]	5 Years ProSupport Plus SmartDedupe Capacity Software Support-Maint
360	[854-5904]	5 Years ProSupport Plus SyncIQ Capacity Software Support-Maint
360	[854-3379]	5 Years ProSupport Plus Mission Critical 4-Hour Onsite Capacity Addon
6	[853-7637]	5 Years ProSupport Plus Mission Critical 4-Hour Onsite Addon TB SSD LO Tier

	6	[825-6815]	None
	6	[825-6815]	None
	6	[825-6815]	None
	6	[825-6815]	None
	6	[886-5545]	ProDeploy Plus PowerScale Node
PowerScale Chassis - AMER	2	[210-BBFS]	Base Chassis - Normal A-Series
	2	[800-BBQV]	No
	2	[379-BDPD]	ISG Product (info)
	2	[876-8976], [876-8992], [876-8994], [876-8997], [951-2015], [975-3461]	5 Years ProSupport Plus Mission Critical 4-Hour Onsite Service
Backend Network Switches - AMER	1	[210-AWOS]	S4112F Dell Networking Switch
	1	[343-BBQL]	S4112F Series User Guide
	1	[750-ACVX], [750-ACVY], [750-ACWB]	Dell Switch Field Installation Kit for S4112F
	1	[528-CKSS]	OS10 Enterprise Software, S4112F
	1	[877-7469], [877-7471], [877-7474],	5 Years ProSupport Plus Mission Critical 4 Hour Onsite Service

[877-7690], [951-2015], [975-3461]

#### Backend Network Switches - AMER

1	[210-AWOS]	S4112F Dell Networking Switch
1	[343-BBQL]	S4112F Series User Guide
1	[800-BBQV]	No Install Kit
1	[528-CKSS]	OS10 Enterprise Software, S4112F
1	[877-7469], [877-7471], [877-7474], [877-7690], [951-2015], [975-3461]	5 Years ProSupport Plus Mission Critical 4 Hour Onsite Service

#### PowerScale Accessories - AMER

1	[210-AXGY]	Accessories Label BASE
1	[800-BBQV]	New Cluster
1	[800-BBQV]	Normal
1	[800-BBQV]	Ethernet Back-end I/O
3	[450-AJHP]	PWCRD KIT for Normal Chassis
1	[750-ACGE], [750-ACGE]	Node Filler with Normal Sleds - Qty 2
4	[470-AFFZ]	100G to 25G Breakout (4)SFP28 to (1)Q28 DAC 3M
1	[379-BDPD]	ISG Product (info)

PowerScale Services - AMER	1	[929-3709], [935-6720]	No Service
	1	[210-AYWM]	PowerScale Services
	1	[829-3028]	ProDeploy Plus Add-On for PowerScale Advanced Bundle
	2	[898-8753]	ProDeploy Add'l Deployment Time: 8 Hrs Onsite File and Objt Storage Tech Resour
	1	[AB109747]	Superna SEL Tech Refresh 2 Cluster Migration

Module Name	Qty	SKUs	Option Name
Base	6	[210-AZWL]	A300 - L3 - SED FIPS 60TB (15x4TB)/800GB SSD
Cluster Type Info	6	[800-BBQV]	New Cluster
OEM Ready Configuration	6	[800-BBQV]	No
Additional Cache SSD	6	[400-BMOL]	800GB SED SSD
Back-end I/O Modules	6	[590-TFHE]	2x25GbE (SFP28) Back-end W/O OPTICS
Front-end I/O Modules	6	[590-TFBK]	2x25GbE (SFP28) W/O OPTICS
Optional Front-end Transceivers	6	[407-BCLU]	Transceivers/Optic/SFP28/SR/25GbE/Qty 2
Operating Environment	6	[149-BBGK], [149-BBGX]	OneFS Base + Enc/Key Mgt Lic A300/A3000 2-8TB L3
Operating Environment Capacity	360	[149-BBGI]	OneFS Capacity A3 Tier 3 L3
Software Bundles	6	[151-BBGR], [151-BBHJ], [151-BBJE], [151-BBJS]	Enterprise Bundle A3 Tier 3 L3
Software Bundles Capacity	360	[151-BBIY], [151-BBJK], [151-BBJM], [151-BBJP]	Enterprise Bundle Capacity A3 Tier 3 L3
Additional Software	6	[151-BBJB]	SmartDedupe Base License A3 Tier 3 L3
Additional Software	6	[151-BBGU]	SyncIQ Base License A3 Tier 3 L3
Additional Software	6	[151-BBEH]	HDFS for OneFS (\$0.00)
Additional Software Capacity	360	[151-BBJF]	SmartDedupe Capacity License A3 Tier 3 L3
Additional Software Capacity	360	[151-BBHY]	SyncIQ Capacity License A3 Tier 3 L3

Info - DellStar DOMS Orders Only	6	[379-BDPD]	ISG Product (info)
		[876-9295], [876-9779], [876-9783], [876-9861], [951-2015], [975-3461]	5 Years ProSupport Plus Mission Critical 4-Hour Onsite Service
Dell Services: Hardware Support	6		
Sftwr Svcs - OE Base	6	[854-6103]	5 Years ProSupport Plus OneFS Enc-Key Mgt Base 2-8TB Software Support-Maint
Sftwr Svcs - OE Capacity	360	[854-6382]	5 Years ProSupport Plus OneFS Capacity Software Support-Maint
Sftwr Svcs - Bundles Base	6	[854-6388]	5 Years ProSupport Plus Enterprise Bundle Base Software Support-Maint
Sftwr Svcs - Bundles Capacity	360	[854-5953]	5 Years ProSupport Plus Enterprise Bundle Capacity Software Support-Maint
Sftwr Svcs - Additional Sftwr Bases	6	[854-5702]	5 Years ProSupport Plus SmartDedupe Base Software Support-Maint
Sftwr Svcs - Additional Sftwr Bases	6	[854-6906]	5 Years ProSupport Plus SyncIQ Base Software Support-Maint
Sftwr Svcs - Additional Sftwr Bases	6	[849-6120]	5 Years ProSupport Plus HDFS for OneFS Software Support-Maint
Ons	360	[854-5769]	5 Years ProSupport Plus SmartDedupe Capacity Software Support-Maint
Ons	360	[854-5904]	5 Years ProSupport Plus SyncIQ Capacity Software Support-Maint
Addon	360	[854-3379]	5 Years ProSupport Plus Mission Critical 4-Hour Onsite Capacity Addon
Cache SSD Support Add On	6	[853-7637]	5 Years ProSupport Plus Mission Critical 4-Hour Onsite Addon TB SSD LO Tier
On Service	6	[825-6815]	None
On Service	6	[825-6815]	None
On-Site Diagnosis Additional Support	6	[825-6815]	None
On-Site Diagnosis Cache Add On Service	6	[825-6815]	None
Deployment Services	6	[886-5545]	ProDeploy Plus PowerScale Node
Base	2	[210-BBFS]	Base Chassis - Normal A-Series

OEM Ready Configuration	2	[800-BBQV]	No
Info - DellStar DOMS Orders Only	2	[379-BDPD]	ISG Product (info)
		[876-8976], [876-8992], [876-8994], [876-8997],	
Dell Services: Hardware Support	2	[951-2015], [975-3461]	5 Years ProSupport Plus Mission Critical 4-Hour Onsite Service
Backend Network Switch	1	[210-AWOS]	S4112F Dell Networking Switch
System Documentation	1	[343-BBQL]	S4112F Series User Guide
Install Kits	1	[750-ACVX], [750-ACVY], [750-ACWB]	Dell Switch Field Installation Kit for S4112F
Operating Environment	1	[528-CKSS]	OS10 Enterprise Software, S4112F
		[877-7469], [877-7471], [877-7474], [877-7690],	
Hardware Support Services	1	[951-2015], [975-3461]	5 Years ProSupport Plus Mission Critical 4 Hour Onsite Service
Backend Network Switch	1	[210-AWOS]	S4112F Dell Networking Switch
System Documentation	1	[343-BBQL]	S4112F Series User Guide
Install Kits	1	[800-BBQV]	No Install Kit
Operating Environment	1	[528-CKSS]	OS10 Enterprise Software, S4112F
		[877-7469], [877-7471], [877-7474], [877-7690],	
Hardware Support Services	1	[951-2015], [975-3461]	5 Years ProSupport Plus Mission Critical 4 Hour Onsite Service
Accessories	1	[210-AXGY]	Accessories Label BASE



Cluster Type Info	1	[800-BBQV]	New Cluster
Chassis Type Info	1	[800-BBQV]	Normal
Back-end I/O Info	1	[800-BBQV]	Ethernet Back-end I/O
Chassis Power Cord Kits	3	[450-AJHP]	PWCRD KIT for Normal Chassis
Fillers	1	[750-ACGE], [750-ACGE]	Node Filler with Normal Sleds - Qty 2
Cables	4	[470-AFFZ]	100G to 25G Breakout (4)SFP28 to (1)Q28 DAC 3M
Info - DellStar DOMS Orders Only	1	[379-BDPD]	ISG Product (info)
Dell Services: Hardware Support	1	[929-3709], [935-6720]	No Service
Storage Unstructured Services	1	[210-AYWM]	PowerScale Services
Additional Deployment Services	1	[829-3028]	ProDeploy Plus Add-On for PowerScale Advanced Bundle
Additional Deployment Services	2	[898-8753]	ProDeploy Additional Deployment Time: 8 Hours Onsite File and Object Storage

## **EXHIBIT B**

### **PAYMENT ARRANGEMENTS**

#### **Periodic Compensation**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$493,947.23 ("Maximum Agreement Amount").
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Annually CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Information Technology Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this

agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this

Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.