

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND EPIC MACHINES, INC.

This Agreement is entered into this ____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Epic Machines, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing equipment, professional services, and product training for a Data Center for the County of San Mateo's Regional Operations Center Project.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Bill of Materials
- Exhibit D—Task Durations

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in the Exhibits.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Two Million Four Hundred Ninety-Six Thousand Eight Hundred Sixty-Six Dollars and Seventy-Three Cents (\$2,496,866.73). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 23, 2019, through December 31, 2019.

5. Termination

This Agreement may be terminated by Contractor or by the San Mateo County Chief Information Officer (CIO) or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement, or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance with Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of

any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or

- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: **Jon Walton, CIO/Director, Information Services Department**
Address: 455 County Center, 3rd Floor, Redwood City, CA 94063
Telephone: 650-363-4548
Facsimile: 650-363-7800
Email: jwalton@smcgov.org

In the case of Contractor, to:

Name/Title: **David Gottesman, CEO**
Address: 353 Sacramento Street, 8th Floor, San Francisco, CA 94111
Telephone: 415-533-7780
Email: david@epicmachines.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Epic Machines, Inc.


Contractor Signature

4/16/2019
Date

DAVID GOTTESMAN
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

SERVICES

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

SCOPE OF WORK

The Contractor shall provide data network services, equipment, maintenance, and product training for the County's Data Center in the Regional Operations Center. Services will include delivery, installation, and implementation of equipment and licensing, maintenance and support, professional services, documentation, and training.

The Contractor agrees to complete the Scope of Work within this agreement and handover production of the technology in a fully functional capacity to the County no later than July 19, 2019. Amendments to this date shall be made at the sole discretion of the County.

Professional Services

Planning and Design Services (Milestone 1)

- Requirements capture
- Accepted and validated timeline
- High Level Design
- Low Level Design
- Implementation Planning
- Define skills and Resource allocation
- Acceptance Test Plan

Installation Services (Milestone 2)

- Physical Installation of network equipment.
- Install fiber and copper patch cables, as appropriate.
- Unboxing and waste disposal
- Remove debris and foreign objects from unpackaging and installation.
- Power up Testing
- Install CloudVision VM

Network Implementation (Milestone 3)

- Firmware Recommendations
- Confirm ZTP is configured correctly to enable build and provisioning
- Install devices using CloudVision
- Network readiness checks
- Migration Planning
- Change support
- Transfer to Operations
- Performed Acceptance Test Plan
- Training Plan
- Documentation

The following is a detailed description of the technical scope of services:

- High-level design document (HLD)
 - Deliverable Details
 - The HLD covers the following details of the project:
 - List of County requirements
 - Explanation of how the equipment manufacturer (Arista) addresses them including which technology is used

- Description of the involved hardware components and their respective specification
 - Block level topology
 - Cabling (as far as it is relevant to the HLD)
 - Overlay
 - Underlay
 - Access block including loop
 - Routing block
 - Multi-tenancy
 - Device monitoring and management
 - Management solution
 - Description of traffic flows
 - Description of how failures change the traffic flow and how the design mitigates these failures
 - Bill of Materials
 - Prerequisites
 - The County requirements were gathered and mutually agreed upon after having a design workshop with the County.
 - The County provided all documents covering the existing environment as far as they are required to write the HLD.
 - Deliverable Assumptions
 - The HLD does not cover the design of any third-party component.
 - The HLD is written in English.
 - The Contractor comes on site for the design workshop as well as the review meeting (two days in total)
 - Deliverable Completion and Acceptance Criteria
 - The Contractor will share a draft of the HLD with the County for review and will hold a document review meeting. The County can then provide comments that will be addressed by the Contractor as far as they are within the scope of the document. The Contractor will then share the final version with the County. The County then confirms having received the final version of the document. This confirmation and formal acceptance of the HLD deliverable will be documented in writing by the County.
- Low-level design document (LLD)
 - Deliverable Details
 - The LLD is based on the HLD and covers the following details:
 - List of devices including hostnames, VLANs, IP address ranges, etc.
 - Specific configuration templates for every design aspect described by the HLD
 - Prerequisites
 - The County must have approved the HLD.
 - The County must have provided the required details like hostnames, IP addresses, etc. as required by the LLD.
 - Deliverable Assumptions
 - The LLD does not cover the design of any third-party component.
 - The LLD is written in English.
 - The LLD does not specify the configuration of each device. It specifies the configuration by means of templates.
 - The Contractor comes on site for the review meeting (one day in total).
 - Deliverable Completion and Acceptance Criteria
 - The Contractor will share a draft of the LLD with the County for review and will hold a document review meeting. The County can then provide comments that will be addressed by the Contractor as far as they are within the scope of the

document. The Contractor will then share the final version with the County. The County then confirms having received the final version of the document. This confirmation and formal acceptance of the LLD deliverable will be documented in writing by the County.

- Migration plan document (MIP)
 - Deliverable Details
 - The implementation plan (a sequence of procedures) to be followed by the County and the Contractor during the execution of the MIP. The MIP will not include actual configuration files for each device; instead, it will refer to the configuration templates provided in the LLD. The MIP specifically comprises:
 - Starting state (in terms of network and services)
 - End state (in terms of network and services)
 - Migration activities (steps) associated with this milestone
 - Validation criteria (e.g. tests and verification activities to be done at the end of the migration activities)
 - Risks and mitigating actions
 - A rollback plan to be followed by the Contractor during the migration in case it is required
 - Prerequisites
 - The County must have approved the LLD.
 - The County must provide documents that describe the current setup detailed enough to allow a migration plan to be written.
 - Deliverable Assumptions
 - The MIP does not cover the migration of any third-party component.
 - The MIP is written in English.
 - This MIP includes on-site presence.
 - Deliverable Completion and Acceptance Criteria
 - The Contractor will share a draft of the MIP with the County for review and will hold a document review meeting. The County can then provide comments that will be addressed by the Contractor as far as they are within the scope of the document. The Contractor will then share the final version with the County. The County then confirms having received the final version of the document. This confirmation is understood and formal acceptance of the MIP deliverable will be documented in writing by the County.
- Acceptance test plan document (ATP)
 - Deliverable Details
 - The ATP document covers the following details:
 - Hardware Acceptance Test Plan:
 - Post-installation physical inspection checklist for all involved hardware components;
 - Hardware diagnostic checks;
 - Basic system configuration and network connectivity checks.
 - Service Acceptance Test Plan:
 - A list of ATP tests designed to validate network readiness; and
 - Detailed testing procedures for each ATP test:
 - Test description and goal,
 - Test preparation steps,
 - Test execution steps,
 - Results-capture steps, and
 - Expected test results
 - Prerequisites
 - The County must have approved the LLD.
 - Deliverable Assumptions
 - The ATP does not cover testing of any third-party component.

- The ATP is written in English.
 - The ATP includes on-site presence.
 - Deliverable Completion and Acceptance Criteria
 - The Contractor will share a draft of the ATP with the County for review and will hold a document review meeting. The County can then provide comments that will be addressed by the Contractor as far as they are within the scope of the document. The Contractor will then share the final version with the County. The County then confirms having received the final version of the document. This confirmation and the formal acceptance of the ATP deliverable will be documented in writing by the County.
- CVP rollout (CloudVision Portal)
 - Deliverable Details
 - The Contractor will provide assistance to the customer for the initial setup of the CVP management solution. This includes in particular:
 - Initial setup of the CVP appliances/virtual machines
 - Basic configuration (DNS/NTP/AAA)
 - ZTP DHCP server configuration
 - Configlets will be built as templates for the baseline and services identified in the HLD
 - Prerequisites
 - The County must have approved the LLD.
 - The CVP VMs must be created within the VMWare environment
 - Deliverable Assumptions
 - The County must provide device access to Contractor personnel (two days in total)
 - The Contractor comes on site for up to two times (two days in total)
 - Deliverable Completion and Acceptance Criteria
 - The delivery is completed by providing the CVP rollout support as described above.
- Migration support
 - Deliverable Details
 - The Contractor provides assistance to the County for up to three migration windows.
 - The migration should follow the procedures as described by the MIP document.
 - The network level acceptance testing should follow the procedures as described by the ATP document.
 - Prerequisites
 - The County must have approved the LLD, MIP and ATP document.
 - The County must have racked and stacked the required hardware.
 - Deliverable Assumptions
 - The County must provide application-level acceptance test plans and execute them to determine the success of the migration.
 - The County must provide device access to Contractor personnel.
 - The Contractor comes on site for up to three times (three days in total).
 - Deliverable Completion and Acceptance Criteria.
 - The delivery is completed by providing the migration support as described above.

Exhibit B

PAYMENTS AND RATES

In consideration of the services provided by Contractor described in Exhibit A and Exhibit C and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The not to exceed amount of this contract is **\$2,496,866.73**

Pricing Summary:

EQUIPMENT \$2,106,030.73 (Includes Hardware, Licensing, Maintenance, and Taxes/Tariffs)

PROFESSIONAL SERVICES \$175,392

Breakdown:

- \$35,078.40 (20%) – Milestone 1 - Planning and Design Services
- \$70,156.80 (40%) – Milestone 2 - Installation Services
- \$70,156.80 (40%) – Milestone 3 - Network Implementation

CONTINGENCY FOR EQUIPMENT OR PROFESSIONAL SERVICES \$215,444

Any additional services and change orders will be submitted by the Contractor and must be pre-approved by the CIO/Director, or his/her designee in writing, prior to commencing work.

Bill of Materials (Includes taxes and applicable tariffs). The cost of the continuing maintenance and support may be purchased via purchase order by the County's Purchasing Agent. If applicable, the maintenance and support shall be invoiced separately and not subject to this Agreement's not to exceed amount.

INVOICING

County will submit payment Net 30 days upon receipt of correct invoice. Professional services will be billed to the County based on the above Milestones and the Equipment will be billed upon onsite delivery to the County.

Each invoice submitted must include the following information, at a minimum:

- Invoice Number and Date
- Agreement Number and/or Purchase Order Number
- Detailed statement of actual services and or milestones completed based on a percentage of the entire project. All submitted invoices are subject to a written approval and acceptance by the designated Project Manager based on milestones completed for the project.
- Breakdown of labor, materials and taxes (when applicable)
- Total amount of invoice

Invoices must be sent to ISD-Vendor-Invoices@smcgov.org. Processing time may be delayed if invoices are not submitted electronically and without written approval from designated Project Manager.

In any event, the total payment for services of Contractor shall not exceed **\$2,496,866.73** and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable and not within applicable industry standards.

EXHIBIT C- BILL OF MATERIALS

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Arista				
33	DCS-7020TR-48	Arista 7020R switch 48xRJ45 (100/1000), 6xSFP+(1/10GbE), front-to-rear fans, 2xAC, 2xC13-C14 cords	\$4,922.75	\$162,450.68
1,188	SVC-7020TR-48-1M-4H	36 Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7020TR-48	\$50.49	\$59,982.12
6	DCS-7280CR2A-30-F	Arista 7280R2, 30x100GbE QSFP switch, AlgoMatch, expn mem, front to rear air, 2 x AC and 2 x C19-C20 cords	\$27,646.27	\$165,877.63
6	DCS-7280CR2A-30-F	Arista 7280R2, 30x100GbE QSFP switch, AlgoMatch, expn mem, front to rear air, 2 x AC and 2 x C19-C20 cords	\$0.00	\$0.00
72	SVC-7280CR2A-30-1M-4H	1 Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280CR2A-30 year 1 6 devices	\$337.37	\$24,290.67
288	SVC-7280CR2A-30-1M-4H	1 Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280CR2A-30 year 2-3 for 12 devices	\$337.37	\$97,162.68
72	SVC-7280CR2A-30-1M-4H	1 Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280CR2A-30 year 1 for 6 seed switches	\$0.00	\$0.00
2	DCS-7280CR2A-60-F	Arista 7280R2, 60x100GbE QSFP switch router, AlgoMatch, front to rear air, 2 x AC	\$0.00	\$0.00
48	SVC-7280CR2A-60-1M-4H	1 Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280CR2A-60 year 2-3 for 2 devices	\$722.93	\$34,700.66
24	SVC-7280CR2A-60-1M-4H	1 Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280CR2A-60 year 1 for 2 seed switches	\$0.00	\$0.00
24	DCS-7280SR2-48YC6	Promo: Arista 7280R2, 48 25GbE SFP and 6 x 100GbE QSFP switch, front to rear air, 2 x AC	\$12,439.87	\$298,556.93
20	DCS-7280SR2-48YC6	Promo: Arista 7280R2, 48 25GbE SFP and 6 x 100GbE QSFP switch, front to rear air, 2 x AC	\$0.00	\$0.00
288	SVC-7280SR2-48YC6-1M-4H	1 Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280SR2-48YC6 year 1 for 20 units	\$181.31	\$52,215.84
1,056	SVC-7280SR2-48YC6-1M-4H	1 Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280SR2-48YC6 year 2-3 for 40 switches	\$181.31	\$191,458.08
240	SVC-7280SR2-48YC6-1M-4H	36 Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280SR2-48YC6 year 1 for 20 seed switches	\$0.00	\$0.00
18	DCS-7280TR-48C6	"Arista 7280R, 48x100GbE RJ45 (1/10G) & 6x100GbE QSFP switch, front to rear air, 2x AC and 2xC13-C14 cords"	\$10,366.27	\$186,592.90
648	SVC-7280TR-48C6-1M-4H	1 Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280TR-48C6	\$126.23	\$81,797.30
33	LIC-FIX-1-E	Enhanced L3 License for Arista Group 1 Fixed switches (BGP, OSPF, ISIS, PIM, NAT)	\$1,622.72	\$53,549.81
42	LIC-FIX-2-E	Enhanced L3 License for Arista Group 2 Fixed switches, (BGP, OSPF, ISIS, PIM, NAT)	\$2,735.08	\$114,873.29
20	LIC-FIX-2-E	Enhanced L3 License for Arista Group 3 Fixed switches, (BGP, OSPF, ISIS, PIM, NAT)	\$0.00	\$0.00
6	LIC-FIX-3-E	Enhanced L3 License for Arista Group 4 Fixed switches, (BGP, OSPF, ISIS, PIM, NAT)	\$4,145.47	\$24,872.83
6	LIC-FIX-3-E	Enhanced L3 License for Arista Group 3 Fixed switches, (BGP, OSPF, ISIS, PIM, NAT)	\$0.00	\$0.00
2	LIC-FIX-4-E	Enhanced L3 License for Arista Group 4 Fixed switches, (BGP, OSPF, ISIS, PIM, NAT)Enhanced L3 License for Arista Group 4 Fixed switches, (BGP, OSPF, ISIS, PIM, NAT)	\$0.00	\$0.00
2,616	SS-CV-SWITCH-1M-P	Promotion - CloudVision SW Subscription License for 1-Month for 1 Switch. Includes Z, 10G+ Platforms. CV for 109 switches term 24 months (year 2 & 3)	\$61.97	\$162,100.44
972	SS-CV-SWITCH-1M-P	Promotion - CloudVision SW Subscription License for 1-Month for 1 Switch. Includes Z, 10G+ Platforms. CV for 81 switches for 1 year (Initial purchase)	\$61.97	\$60,229.98
336	SS-CV-SWITCH-1M-P	Promotion - CloudVision SW Subscription License for 1 -Month for 1 Switch. Includes Z, 10G+ Platforms. CV for 28 seed switches	\$0.00	\$0.00
24	AOC-Q-Q-100G-7M	QSFP100 to QSFP100 100GbE Active Optical Cable 7 meter	\$673.65	\$16,167.60
4	AOC-S-S-25G-7M	25GbE SFP25 to SFP25 Active Optical Cable, 7m	\$193.05	\$772.20
164	AOC-S-S-10G-3M	SFP+ to SFP+ 10GbE Active Optical Cable 3 meter	\$85.05	\$13,948.20
38	AOC-S-S-25G-3M	25GbE SFP25 to SFP25 Active Optical Cable, 3m	\$187.65	\$7,130.70
90	CAB-Q-Q-100G-0.5M	100GbE QSFP100 to QSFP100 twinax copper cable, 0.5M	\$120.15	\$10,813.50
26	CAB-SFP-SFP-0.5M	10GBASE-CR twinax copper cable with SFP+ connectors on both ends (0.5m)	\$21.60	\$561.60
1	PRI-PRICE ADJUSTMENT	Special Credit	-\$43,186.00	-\$43,186.00
262	QSFP-100G-SR4-P	"Promo: 100GBASE-SR4 QSFP100 transceiver, up to 70m over parallel OM3 or 100m over OM4 multi-mode fiber"	\$538.65	\$141,126.30
6	QSFP-40G-ER4-P	Promo: 40GBASE-ER4 QSFP+ transceiver, up to 40km over single-mode fiber	\$2,698.65	\$16,191.90
10	QSFP-40G-PLR4-P	10km over parallel single-mode (4x10G LR up to 10km) MTP-12	\$1,213.65	\$12,136.50
18	QSFP-40G-SR4-P	Promo: 40GBASE-SR4 QSFP+ transceiver, up to 100m over parallel OM3 or 150m over OM4 multi-mode fiber	\$214.65	\$3,863.70
3	SFP-10G-LR-P	Promo: 10GBASE-LR SFP+ (Long Reach)	\$160.65	\$481.95
74	SFP-10G-SR-P	Promo: 10GBASE-SR SFP+ (Short Reach)	\$66.15	\$4,895.10
5	SFP-10G-ER-P	Promo: 10GBASE-ER SFP+ (Extended Reach to 40km)	\$673.65	\$3,368.25
34	SFP-1G-T	1000BASE-T SFP (RJ-45 Copper)	\$42.66	\$1,450.44
8	SFP-1G-LX	1000BASE-LX SFP (Long Haul)	\$62.64	\$501.12
1	SVE-EOS-CNT	EOS Network Consulting Services (QTY 232,000)	\$175,392.00	\$175,392.00
8	SVE-TRAIN-ACE-3D	Regional 3-Day ACE Training Class	\$2,264.22	\$18,113.76
			Sub Total:	\$2,154,440.66
			10% Contingency	\$215,444.00
			Est Tariff Fee:	\$30,145.00
			Est Sales Tax:	\$96,837.07
			Est Shipping:	\$0.00
			Total Cost:	\$2,496,866.73

EXHIBIT D- TASK DURATIONS

Task Name	Duration	Start	Finish	% Complete	Predecessors	Assigned To	Comments	Status
1								
2	San Mateo County - Data Center Install			0%				
3	Current Status:							
4	Contractor PM:							
5	Customer PM:							
6	Contractor Eng:							
7	Key Customer Contacts:							
8	L2LS with VxLAN for L2 stretch across sites			0%				
9	Total Build			0%				
10	Project Kickoff	1d		0%				
11	Legal			0%				
12	PS Agreement / MSA	10d						
13	Statement of Work (SOW)	10d						
14	International License Agreement	10d		0%			Optional	
15	Requirements			0%				
16	CRD			0%				
17	CRD Draft - Creation	5d		0%				
18	CRD Draft - Customer Review	2d		0%	17			
19	CRD Draft - Update	2d		0%	18			
20	CRD - Customer Sign-off	1d		0%	19			
21	Access Requirements			0%				
22	VPN	10d		0%				
23	Console	10d		0%				
24	Device Management Access	10d		0%			Optional	
25	HLD - High Level Design			0%				
26	HLD Draft - Creation	5d		0%	20		Can start prior to getting CRD sign-off	
27	HLD Draft - Customer Review	2d		0%	26			
28	HLD Draft - Update	2d		0%	27			
29	HLD - Customer Sign-off	1d		0%	28			
30	LLD - Low Level Design			0%				
31	Bug Scrub	10d		0%				
32	LLD Questionnaire	5d		0%	29			
33	LLD Draft - Creation	5d		0%	32		Can start prior to getting HLD sign-off	
34	LLD Draft - Customer Review	2d		0%	33			
35	LLD Draft - Update	2d		0%	34			
36	LLD - Customer Sign-off	1d		0%	35			
37	Device Confgs			0%				
38	Device Confgs - Creation	5d		0%	36		Can start prior to getting LLD sign-off	
39	Device Confgs - Customer Review	2d		0%	38			
40	Device Confgs - Update	2d		0%	39			
41	Device Confgs - Customer Sign-off	1d		0%	40			
42	Physical Build and Logical Provisioning			0%				
43	Sites			0%				
44	Site 1			0%				
45	Hardware Installation			0%			(Non Arista PS deliverable)	
46	Site Survey	5d		0%				
47	Hardware Delivery	15d		0%				
48	Build Equipment Staging	5d		0%	47			
49	Racking	5d		0%	46, 47, 48			
50	Powering	5d		0%	49			
51	Cabling	5d		0%	49			
52	Cabling Verification Checklist	2d		0%	51			
53	CloudVision eXchange (CVX)			0%				
54	Formalize Installation Requirements	3d		0%				
55	Cluster Installation	1d		0%				
56	CloudVision Portal Installation (CVP)			0%				
57	Formalize Installation Requirements	5d		0%				
58	Single Node/Cluster Installation	1d		0%	57			
59	Configlets Buildout	5d		0%	58			
60	AAA Integration	1d		0%	58			

