



STATEMENT OF WORK FOR:

County of Shasta, CA

Assureon Trusted System Server Installation and Configuration

Version No: 1.4

Date: October 20, 2023

Expiration of Quote: December 15, 2023

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CONFIDENTIALITY

The material contained in this Statement of Work (SOW) represents proprietary, confidential information pertaining to Western Integrated Systems product, software, and services deployment methods. By accepting delivery of this document, the County of Shasta (Client) hereby agrees that the information in this document shall not be disclosed outside of the Client and shall not be duplicated, used, or disclosed for any purpose other than to evaluate this proposal. If, however, the Client agrees to this SOW, the Client will have the right to duplicate, use or disclose the material contained herein to the extent provided for in the resulting services.

SEGMENTATION

The processes included in Scope of Services Phase One and Phase Two may be completed in stages or at one time, depending on the needs of the County of Shasta (Client).

SCOPE OF SERVICES

Overview

In support of the County of Shasta's Assureon installation and hardware refresh project, Nexsan Technologies, Inc. ("Nexsan") will work with County of Shasta to jointly perform the Services as set forth in this Statement of Work ("the Services"). The Services will include, without limitation, the following (each as more fully set forth below):

- Hardware Installation
- Solution Configuration

Scope of Services

Nexsan will perform the services defined in this Statement of Work for County of Shasta's data center(s) in the following location(s), work to commence fall 2023.

The installation service will include the following:

- Onsite installation at <TBD - Redding, CA>
- Rack and cable the Nexsan Assureon Storage System
- Setup and verify network connectivity to the Nexsan Assureon
- Configure the Nexsan Assureon

For purposes of this Statement of Work, except as otherwise noted, Nexsan will be primarily responsible for the physical tasks within the scope of this Statement of Work relating to assessment, installation and configuration, however County of Shasta expressly acknowledges that (i) is responsible for the policy and strategic installation decisions, such as setting control parameters, data placement and management, and data retention rules, (ii) that the tasks to be performed in this Statement of Work cannot be properly performed without County of Shasta's active involvement and assistance, and (iii) is responsible for the protection of its data during the performance of the Services.

Field Installation

Installation Services are a collection of product-related services, delivered by experienced and trained Nexsan Engineers or a qualified designated Nexsan representative. By working closely with County of Shasta during the Installation, Nexsan will be able to provide first-hand knowledge that will aid in effectively and efficiently administering County of Shasta's Nexsan Assureon solution.

After an inspection of on-site hardware is conducted by Nexsan to confirm compliance with the minimum requirements, the Nexsan hardware will be installed, configured, and verified by both parties. All pertinent network connectivity will be configured by the County of Shasta prior to the Nexsan Assureon installation including but not limited to switch configurations as well as assigning IP ranges for use by the Nexsan Assureon as identified in the pre-installation site survey document. Nexsan is not responsible for setting up and/or configuring County of Shasta's switch(s).

Knowledge Transfer

To facilitate effective knowledge transfer, Nexsan is expected to be accompanied by a County of Shasta technical staff member during the delivery of the Services in this Statement of Work. The Services will be delivered on a mutually agreed upon schedule.

Services beyond the scope of this Statement of Work

Any services requested by County of Shasta that are not within the scope of this Statement of Work may be provided by the Nexsan Project Team for an additional fee once the scope and pricing for such services are documented and approved in writing by both County of Shasta and Nexsan.

This includes, but is not limited to, any tasks listed in the "Customer Responsibilities" section of this Statement of Work that County of Shasta is unable to complete or does not desire to complete.

- De-installation or re-installation of product(s) or application(s) or any activity not specifically mentioned herein
- Clustering, performance tuning, system optimization, teaming/load balancing of NICs or other similar services
- Installing cables external to the rack
- Installation of any non-storage related hardware or software
- Installation of any product into an unsupported rack
- Any activities other than those specifically noted herein
- Integration of NAS boxes or other non-standard hosts

Nexsan Staffing

The staffing model for this project will be:

- Nexsan Sales Engineer (If required) or
- Nexsan Professional Services Engineer, or
- A qualified designated Nexsan Representative

Nexsan's Sales Engineer is responsible for the planning, organizing, and executing various project activities to ensure on-time / on-budget, and to specifications, project deliverables. The Sales Engineer has on-going interaction and communication with field resources, Nexsan management, and with clients to ensure the highest quality of delivery and satisfaction.

Nexsan's Engineers and designated representatives are experienced and trained technical personnel that are dedicated to installing and supporting Nexsan disk array systems. Each Engineer has direct access to Nexsan technical services and engineering/development resources.

Customer Responsibilities

County of Shasta agrees to provide resources necessary to complete this engagement in a timely manner. County of Shasta agrees to accept the responsibility for completing the following tasks prior to arrival of Nexsan sales and technical engineering staff and subsequent installation of the Nexsan Assureon, County of Shasta acknowledges that Nexsan performance is dependent upon completion of these tasks and any delays in completing these tasks may adversely impact project timeline. The Nexsan Project Team reserves the right to delay or postpone the Services if for any reason these tasks are not completed:

- County of Shasta will complete the Assureon Pre-install checklist prior to actual agreed upon install date.
- County of Shasta will collect additional information required by Nexsan, if required.
- All participating servers will be installed and functioning with appropriate operating systems, applications, service packs, DNS settings (including hosts files), additional network interface cards if required or desired.
- County of Shasta will use commercially reasonable efforts to ensure that participating servers will be virus-free.

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- Provide appropriate staff and/or subject matter experts, as needed, which may include network engineers or system administrators, and a single point of contact authorized to make decisions regarding this Statement of Work.
 - Network access to the internet from the Nexsan Assureon Secure Archive.
 - Provide access to all required systems, systems services and other administrative accounts, as needed.
 - Provide a KVM/crash cart for configuration of the Assureon and Edge systems
 - Provide infrastructure requirements specified in 'Section 6: Customer Environment Variables'

Nexsan's nonperformance of its obligations under this Statement of Work will be excused to the extent: (i) Nexsan's failure to perform, or failure to timely perform, an obligation results from County of Shasta's failure to perform or failure to timely perform its responsibilities, (ii) Nexsan provides County of Shasta with prompt and reasonable written notice of County of Shasta's nonperformance; and (iii) Nexsan uses commercially reasonable efforts to perform its duties notwithstanding County of Shasta's failure to perform.

Customer Environment Variables

Each ASU compute node will need:

- 2 IPv4 addresses as well as the appropriate network settings (DNS, GW, etc.)
- 2 power drops (C14 inlet)
- 2U of adjacent rack space
- 3 network drops (required physical interface depending on order)

Change Order(s)

This is a hardware refresh of the existing Assureon hardware. Nexsan will install the latest Assureon version onto the new servers. The form fit and function of the Assureon system has not changed from Shasta County's current Assureon version. Shasta County is responsible for configuring/verification of any third-party application that interfaces with the Assureon client software.

Notification of, and/or requests for, changes to the schedule, deliverables, procedures, or staffing will be directed to and managed by the Nexsan Services Director.

A written notice of at least five (5) days is required in order to change the scheduled on-site date. If the on-site date is scheduled and then changed in less than five (5) days, County of Shasta may be liable to pay Nexsan a change fee.

Product Licenses

County of Shasta acknowledges that the Services to be provided hereunder will not customize or alter the value or functionality of the products licensed from Nexsan Technologies or one of its authorized technology partners. No development activity will be included as part of these Services. Payment of any license fees, purchase price or maintenance fees due in connection with the purchase of a license

ENGAGEMENT APPROACH AND WORK PLAN

Planning/Review

A planning/review session will be held with user representatives and technical specialists to establish business goals and objectives for the project. WIS will provide services to the Client to assist in the following tasks:

- Define/Confirm project and objectives
- Confirm readiness of technical infrastructure components
- Confirm system and people resources are in place
- Conduct requirements review session to determine if requirements have changed
- Determine resources, access rights and process of working together
- Define project deliverables, their primary owners, contributors, reviewers, and approvers

ASSUMPTIONS

The assumptions used in deriving the project approach and level of effort estimates include, but not limited to the following: (Note: Modification to, or deviation from, project assumptions may impact either the level of effort, or the project duration, or both.)

1. WIS and the Client agree to cooperate in good faith to complete the Services and Deliverables in a timely and professional manner. Client understands and agrees that WIS' ability to provide Services and Deliverables is dependent upon the active participation of, and access to, the appropriate Client resources as may be required.
2. WIS resources will perform work on/off site as agreed by WIS and Client. Client will provide adequate facilities, equipment and network access for the work performed.
3. Client will be responsible for all backup and restoration processes to be performed on systems within their environment. Client will be solely responsible for maintaining the data integrity of their systems and will maintain backups so as to have the ability to restore damaged and/or failed systems used in the course of the project thereby minimizing loss of data caused either by system failure or user error.
4. No customization of solution is planned, or required, by Western Integrated Systems, except as otherwise described in this Statement of Work.
5. Client will not make changes to the system after completion of the project. Any changes initiated without formal approval and coordination with WIS will not be supported by WIS. All changes and/or enhancements must go through a formal change request process.

PROJECT TEAMS

Western Integrated Systems

Name: Susan Grunenwald
Role: Senior Sales Executive
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Name: Jeremy Olford
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Nexsan

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County of Shasta

Name: Brandon Buchanan
Role: IT Services Manager
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Name: Chad Anderson
Role: Server Administrator
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Name: Michael Johnson
Role: IT Manager, Infrastructure
Communications
Phone: (530) 245-7570
Email: mjohnson@co.shasta.ca.us

ACCEPTANCE

This Statement of Work is accepted by each of the parties below as of the date herein. Upon authorization of this document, WIS and Client will move forward with the project and implementation will begin.

Agreed by:

Western Integrated Systems

County of Shasta

By:

By:

Print Name: James E Hughes

Print Name: Thomas Schreiber

Title: Owner

Title: CIO

Signature: _____

Signature: _____

Date: _____

Date: _____

Quote expires on December 15, 2023

APPENDIX A – QUOTE



Western Integrated Systems

3657 Grand Avenue
Oakland, CA 94610

QUOTE

#2606

Bill To:
Shasta County
Information Technology Department
1450 Court Street, Suite 145
Redding, CA 96001-1656 USA

Ship To:
Shasta County
Information Technology Department
1450 Court Street, Suite 145
Redding, CA 96001-1656 USA

QUOTE DATE	EXPIRATION DATE	TERMS	DELIVERY
10/20/2023	12/15/2023	Net 30	Freight

	PRODUCT	QTY	UNIT PRICE	LINE TOTAL
1	Assureon Server. Includes 2 processing nodes and internal storage and 36TB of available archive capacity per site in single-write mode (after RAID, before formatting). Can only be upgraded to 72TB by adding a disk pack	1	76,000.00	76,000.00
2	3 Year Enterprise On Site Support, Assureon NXR/AXR (1 Year: \$9,000.00)	1	25,000.00	25,000.00
3	Assureon encryption key escrow license and 3 Year support for up to 32TB of data. (1 Year: \$1,200)	1	3,200.00	3,200.00
4	Assureon PS Business Hours Onsite (up to 8 hours)	1	5,200.00	5,200.00
5	16 Hours of Remote business hours professional services	1	5,400.00	5,400.00
6	4 Hours of Remote Outside of business hours professional services	1	2,250.00	2,250.00
7	<ul style="list-style-type: none"> • CAGE Code: 62SG8 • D-U-N-S: 623333598 • CMAS: 3-19-70-2586D • Sam.gov ID: XKF7V7MD6MX3 • CA Micro Business/DVBE: 15814 			

All taxable items must include the applicable sales tax unless the buyer provides a valid resale certificate

SUBTOTAL: 117,050.00
TAX: 5,510.00
TOTAL: \$122,560.00

Remit payment to:
Western Integrated Systems
P.O. Box 26830
San Francisco, CA 94126-6830

Certified California Small Business: 15814
FEIN: 94-2786660

(866) 736-2191
www.westint.com

*Expiration has been extended to December 15, 2023

Payment Terms

The following payment terms apply - Software and Professional Services, Net 30.

APPENDIX B - PROJECT MILESTONES

Milestone	Description	Completed	Initials
MS1	Install Assureon Server at location to be determined by County of Shasta		
MS2	Rack and cable the Nexsan Assureon Storage System		
MS3	Setup and verify network connectivity to the Nexsan Assureon		
MS4	Configure the Nexsan Assureon		
	Sign-off		