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Meeting Date: September 23, 2015  
Staff Contact: Cody Stinson, Chief Information Officer

**TITLE: C-15-25 - Approving Agreement with cStor Inc. for Information Technology Professional Services**

**ACTION: Recommend Approval**

**SUMMARY:**

The Water Authority's Systems, Server infrastructure, and Application Databases are in need of replacement due to outdated equipment and limited Systems capabilities, and general maintenance for ongoing support, and migration services. This service agreement will allow the Water Authority's Information Systems Department (ISD) to provide more efficient and expanded services to our customers while building in capacity for future growth. This includes a refresh of the Data Storage environment, Server environment, Application Database migration to a Virtual Server Infrastructure. It will also provide some limited replacement and refresh of the Water Authority's physical security system including card key access and video surveillance of Water Authority facilities and resources. It also includes general maintenance, troubleshooting, and health checks of such systems.

The Water Authority's ISD is recommending Professional and Technical implementation and support services of such Systems to be performed by cStor Inc., a highly qualified Systems and Infrastructure organization.

cStor is currently our reseller and supporter of many other Systems and Infrastructure issues, including the aforementioned systems above. cStor's knowledge, expertise, continuity and familiarity with the Water Authority environment will streamline the refresh, support and migration processes. The Water Authority's ISD desires to enter into a three year agreement with cStor for services previously mentioned.

cStor has a competitively awarded government contract (ADSP012-00001223) that will be utilized to facilitate this endeavor. This contract has applicable language for all the Professional and Technical Services mentioned above.

**FISCAL IMPACT:**

The cost of this proposed agreement is approximately \$467,015.94 over three years. The Water Authority has budgeted the CIP resources to cover this agreement.

**AGREEMENT  
BETWEEN THE  
ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY  
AND  
cSTOR, INC.**

**THIS AGREEMENT** is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, P.O. Box 568, Albuquerque, NM 87103-0568 (hereinafter referred to as the "Water Authority") and cStor, Inc., an Arizona corporation located at 7975 N. Hayden Rd, Suite A-105, Scottsdale AZ 85258, with offices located at 6100 Seagull St. NE, Albuquerque, NM 87109 (hereinafter referred to as the "Contractor").

**RECITALS**

**WHEREAS**, the Water Authority requires professional services to support existing FlexPod environments, the installation of IVSS (video surveillance) and Secure Care Access Systems, and support related to data migrations to the Oracle Database environments; and

**WHEREAS**, the State of Arizona issued a competitive solicitation titled Network Equipment and Services Solicitation No. ADSP012-00001223, whereby the Contractor was competitively selected and awarded Contract No. ADSP012-024623, in accordance with the requirements of the procurement laws and regulations applicable to that public agency, which is incorporated herein by reference; and

**WHEREAS**, the Water Authority desires to engage the Contractor to render certain network professional services based upon their selection and award by the State of Arizona, meeting the same specifications and standards required by the Water Authority in connection therewith; and

**WHEREAS**, the Contractor is able to provide such services at a cost and in a timeframe in accordance with Water Authority goals and objectives.

**NOW THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services:** The Contractor shall perform the following services (hereinafter referred to as the "Services") in a satisfactory and proper manner, as determined by the Water Authority:

**A. Configuration Assurance of the FlexPod Environments:**

- 1) Monthly review of FlexPod to ensure it is operating at peak performance and conforming to best practices.
  - a. Consultant will review FlexPod capacity trends and provide recommendations on if additional capacity is required.
  - b. Consultant will review FlexPod performance trends and provide recommendations on when additional capacity is required.
  - c. Consultant will review FlexPod environment against best practices and provide recommendations for optimal performance and reliability.

- d. Consultant will provide FlexPod remediation services if needed.
- e. Assigned Professional Services to address on-going projects related to FlexPod Primary and Secondary locations.

**B. Installation and Configuration of IVSS (Video Surveillance) and Secure Card Access Environment:**

- 1) In support of the video surveillance and security card access systems, Contractor and its partners will support the existing camera infrastructure at all existing locations. The inventory and configuration are as follows:

**VIDEO SURVEILLANCE CAMERAS**

<b>Deployed Sites</b>	<b>Qty</b>	<b>Camera Description</b>
City Hall	9	IP Cameras Record Locally
Plaza Del Sol	2	IP Cameras Record to City Hall
Pino	12/30	Encoded Analog Cameras / IP Cameras Record Locally
Surface Water	24/3	Encoded Analog Cameras / IP Cameras Record Locally
Raw Water	5	Encoded Analog Cameras Record to Surface Water Site
2 <sup>nd</sup> Montano	4	IP Cameras Record to Surface Water Site Wi-Fi Link
NW Westside	3	IP Cameras Stand Alone Site ½ T1 Record Locally
Corrales	5	IP Cameras Stand Alone Site Record Locally
SAF	4	IP Cameras Standalone Site record Locally
Waste Water	7	IP Cameras Independently Managed Record Locally
Waste Water	28	IP Cameras Independent Indigo System Record Locally

(100) IP Cameras	(41) Encoded Analog Cameras	(141) Total Cameras Deployed
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- 2) Contractor will replace DVtel IP Cameras that fail in year one at No Charge up to 5% of total cameras deployed with Service-Support contract in place. Cameras that are analog will be replaced with IP Cameras.
- 3) Contractor will utilize available consultant hours under this Agreement to:
  - a. Retain and support your existing Camera infrastructure;
  - b. Upgrade Analog Cameras to IP Cameras (cameras additional charge);
  - c. Centralize Recording Server (Cisco) with converged infrastructure as network bandwidth allows;
  - d. Centralize Storage on NetApp recently purchased for centralized redundancy plus scalability;
  - e. Upgrade VMS to Milestone Systems; and

f. Installation and configuration of new Cisco Blade Servers to run the Milestone VMS.

4) Summary of current Storage capacities:

**VIDEO SURVEILLANCE SERVER/STORAGE CAPACITY**

Storage Location	Storage Capacity
Corrales	2TB
City Hall	6TB
Pino	13TB
Reclamation	3.5TB
Soil Amendment	2TB
Surface Water	11TB
NW Westside	1TB
Waste Water	N/A Indigo System

Storage Capacity Today	38.5 TB
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5) VIDEO SURVEILLANCE DATA CAPTURE OPERATIONAL METRICS:

Contractor will use available consulting hours under this Agreement to generate a best practices metric for optimal resolution, retention periods and performance baseline, based on available network bandwidth. Current resolution and retention metrics are as follows:

**Baseline Metrics:**

- Average IP Resolution: 720p
- Average IP Frame Rate: 15FPS
- Standard Retention: 30 days
- Future Retention: 90 days
- Recording Today 100% 24x7
- Recording Option: 50% on Motion
- Servers/Recorders 6 across 9 locations
- Storage: Desperate across multiple locations
- Centralized Management: No
- Centralized Storage: No
- Data Redundancy: No
- Video Analytics: No
- Mobile Device Recording Capability: No

6) Contractor will use available consulting hours under this Agreement to deploy the non-proprietary S2 Security Card Assess System for a single point of management, using today's most current technology with the S2 Netbox Extreme Portal Controller. The C-Cure system will be de-commissioned and panels will be replaced as required. Current inventory of the access control system are as follows:

**Baseline Metrics:**

- 18 Total Panels
- 7 APC Panels

- 11 iStar Panels
- 81 Readers
- 1 Server
- Proprietary Software House C-Cure System
- Waste Water Site: Separate System Provided by Kaba Locks Requires 2nd Badge

- 7) VIDEO SURVEILLANCE: The VS installation upgrade will be completed over a 2-day window by preloading the Milestone Software onto the Intelligent Virtual Video Server offsite. All operational processes required by the Water Authority will be preset. The actual Video Server installation will be completed in 2-hours onsite. The cameras will then be brought online to the new Server and begin to capture video.
- 8) ACCESS CONTROL: This conversion will take place panel by panel over a 5-day window. All cards will continue to work properly during the project as the transition occurs.

**C. Migration of the Oracle Database Environments:**

- 1) Contractor will modernize the Water Authority’s entire Oracle infrastructure by replatforming the legacy Solaris platform to an Intelx86 Linux platform virtualized with VMware vSphere;
  - 2) Contractor will engage the services of a subcontractor, House of Bricks, for assistance with the following project objectives:
    - Platform Assessment – analyze the legacy physical environment (which may include servers, hosted applications, network architecture, and storage) to identify & define requirements and create strategic goals, objectives, and plans for virtualization.
    - Workload Inventory – inventory application components and database objects including gathering of non-functional pre & post virtualization process data (performance, availability, scalability)
    - Oracle Virtualization - implement and deploy all Oracle virtualization activities.
    - Functionality Validation – participate in user acceptance testing for each Oracle database replatformed to validate functionality of end-to-end business process, system transactions, and business/IT user access to the migrated application system
    - Process Documentation - document the change and configuration process for the entire replatforming process.
    - 24/7 Database Support – support post-engagement operations of Oracle environment on new infrastructure.
2. **Time of Performance:** Services of the Contractor shall commence on October 1, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any

event, all of the Services required hereunder shall be completed by September 30, 2018. This Agreement may be extended upon mutual written agreement of the parties.

3. **Compensation and Method of Payment:**

A. **Compensation.** For performing the Services specified in Section 1 hereof, the Water Authority agrees to pay the Contractor up to the amount of **Four Hundred Sixty-Seven Thousand Fifteen and 94/100 Dollars (\$467,015.94)**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

B. **Method of Payment.** Such amount shall be payable at the rate of **One Hundred Eighty-Seven and 50/00 Dollars (\$187.50)** per hour, for the Services of the Daily Consultant (4-hour minimum increments but not more than 8 hours in a single calendar day), and a rate of **Two Hundred and 00/100 Dollars (\$200.00)** per hour, for the Services of the Daily Project Manager (1-hour minimum increments but not more than 8 hours in a single calendar day), which rates are exclusive of applicable gross receipt taxes. Any applicable gross receipt taxes will be computed and added as a separate item to the billing and will be paid if billed during the term of this Agreement. Payments shall be made to the Contractor monthly for Services provided during the previous month upon receipt by the Water Authority of properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the Water Authority and on the condition that the Contractor has accomplished the Services to the satisfaction of the Water Authority.

C. **Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Water Authority Board making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Water Authority Board, this Agreement may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default. All payment obligations of the Water Authority and all of its interest in this Agreement will cease upon the date of termination. The Water Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. **Independent Contractor:** Neither the Contractor nor its employees are considered to be employees of the Water Authority for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the Water Authority under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the Water Authority under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. **Personnel:**

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Water Authority.
- B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
- C. The Water Authority authorizes the Contractor to subcontract with House of Brick to performed those certain services as set forth Section 1.C, above. No other work or Services covered by this Agreement shall be subcontracted without the prior written approval of the Water Authority. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of the Agreement.

6. **Indemnity:** The Contractor agrees to defend, indemnify and hold harmless the Water Authority and its officials, agents and employees from and against any and all claims, actions, suits or proceeding of any kind brought against said parties for or on account of any matter arising out of or resulting from the Services performed by the Contractor under this Agreement. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Insurance:** The Contractor shall procure and maintain at its expense until final payment by the Water Authority for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish the Water Authority a certificate or certificates in form satisfactory to the Water Authority showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Albuquerque Bernalillo County Water Utility Authority, P.O. Box 568, Albuquerque, NM 87103-0568, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than workers' compensation, the Water Authority shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

A. **Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire - Legal

\$ 5,000 Medical Payments

Said policy of insurance must include coverage for all operations performed for the Water Authority by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

- B. Automobile Liability Insurance.** An automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work.
  - C. Professional Liability Insurance.** Professional liability insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate.
  - D. Workers' Compensation Insurance.** Workers' compensation insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.
  - E. Increased Limits.** If, during the term of this Agreement, the Water Authority requires the Contractor to increase maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.
8. **Discrimination Prohibited:** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.
  9. **ADA Compliance:** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the Water Authority as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the Water Authority, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.
  10. **Reports and Information:** At such times and in such forms as the Water Authority may require, there shall be furnished to the Water Authority such statements, records, reports, data and information, as the Water Authority may request pertaining to matters covered by this Agreement. Unless authorized by the Water Authority, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the Water Authority.
  11. **Establishment and Maintenance of Records:** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Water Authority with respect to all matters covered by this Agreement. Except as otherwise authorized by the Water Authority, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

12. **Audits and Inspections:** At any time during normal business hours and as often as the Water Authority may deem necessary, there shall be made available to the Water Authority for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Water Authority to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
13. **Conflict of Interest; Governmental Conduct Act:** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a current or former "public officer or employee" have been followed.
14. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Water Authority shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
15. **Compliance with Laws:** In performing the Services required herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments.
16. **Changes:** The Water Authority may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Water Authority and the Contractor, shall be incorporated in written amendments to this Agreement.
17. **Assignability:** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the Water Authority therein.
18. **Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Water Authority shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the Water Authority, become its property. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Water Authority for damages sustained by the Water Authority by virtue of any breach of this Agreement by the Contractor, and the Water Authority may withhold any payments to the

Contractor for the purposes of set-off until such time as the exact amount of damages due the Water Authority from the Contractor is determined.

19. **Termination for Convenience of Water Authority:** The Water Authority may terminate this Agreement at any time without cause and for the convenience of the Water Authority by giving at least ten (10) days' notice in writing to the Contractor. If the Contractor is terminated by the Water Authority as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.
20. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
21. **Enforcement:** The Contractor agrees to pay to the Water Authority all costs and expenses including reasonable attorney's fees incurred by the Water Authority in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
22. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
23. **Applicable Law:** This Agreement shall be governed by the construed and enforced in accordance with the laws of the State of New Mexico, and the rules and regulations of the Albuquerque Bernalillo County Water Utility Authority.
24. **Approval Required:** This Agreement shall not become effective or binding until approved by the Water Authority's Executive Director.

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**IN WITNESS WHEREOF**, the Water Authority and the Contractor have executed this Agreement on the date of the last signature entered below.

**ALBUQUERQUE BERNALILLO COUNTY  
WATER UTILITY AUTHORITY**

**CONTRACTOR:**

**cSTOR INC.**

Approved By:

\_\_\_\_\_  
Mark S. Sanchez, Executive Director

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

Reviewed by:

\_\_\_\_\_  
Charles W. Kolberg, General Counsel

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

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

State Taxation and Revenue Department  
Taxpayer Identification No.:  
03-192408-00-5

Federal Taxpayer Identification No.  
30-0111072