

10969

CONTRACT CONTROL NUMBER (CCN): 2015-0275

COUNTY OF BERNALILLO
PURCHASING DEPARTMENT
CONTRACT CONTROL FORM ONLY

RECEIVED
MAY 12 PM 4:15
BERNALILLO COUNTY
COMMISSION/MANAGOFF

THIS SECTION TO BE COMPLETED BY THE REQUESTING DEPARTMENT
(SIGNATURE FROM ELECTED OFFICIAL OR DEPARTMENT DIRECTOR REQUIRED)

1. GENERAL INFORMATION:
Elected Official / Dept. Direc. [Signature] Dept/Div: Information Technology
Contact Person: Lisa LeMar Phone No: (505) 468-1670
Type of Goods or Services Consulting (Oracle licensing)

2. ACCOUNT ASSIGNMENT(S)/BALANCE/FEDERAL GRANT (FILL IN APPLICABLE INFORMATION):
Asset # (if applicable) _____ Cost Center # 240102 Order # _____
WBS Element # _____ Grant # _____ G/L Account# 521050
Account Balance _____ Will a Federal Grant be used for funding? No Yes
(if Yes, special procurement requirements and County contact for Federal Grant questions must be attached)

3. VENDOR INFORMATION:
Name: Advanced Network Management
Contract Period: agreement - 9/30/15 Indefinite: Yes _____ No
Contract Amount: \$ 12,500.00 Tax: \$ 700.00 Total Amount: \$ 13,200.00
Federal Tax No. _____ W-9 Form Attached _____ W-9 On File
State Tax No. _____

4. PROCUREMENT TYPE:
Written Quote (Attached) _____ RFB# _____ RFP# _____ Other (Attached)

THIS SECTION TO BE COMPLETED BY THE PURCHASING DEPARTMENT

5. CONTRACT INFORMATION:
Date Entered 5/12/15 By: RL Shopping Cart # _____
Type Of Agreement: Prof Services Original CCN# _____ Amendment #: _____
If funded by a Federal Grant, is vendor debarred and/or suspended? (EPLS) _____ No Yes

6. INSURANCE INFORMATION/REQUIREMENTS (check applicable):
Professional Liability Commercial General Liability _____ Auto _____ Workers Comp. _____ Other _____

FINAL REVIEW (TO BE ROUTED BY PURCHASING DEPARTMENT IN THE ORDER SHOWN BELOW)

7. REVIEW APPROVALS REQUIRED (Note: *Grants Coord. Budget and Risk approval not required, if previously approved RFB/RFP)

	Date Delivered	Approved By	Approval Date
Purchasing Department		<u>RL</u>	<u>5-12-15</u>
*Acct'g Grants Coordinator (req'd if funding is grant related)		<u>NA</u>	<u>NA</u>
*Finance/Budget Department		<u>RL</u>	<u>5/12/15</u>
*Risk Management Department		<u>See attached</u>	
Legal Department		<u>RL</u>	<u>5/12/15</u>
Deputy County Manager		<u>CH SERVES AS DCM</u>	
County Manager or Designee		<u>RL</u>	<u>5/12/15</u>

QUESTIONS ANSWERED IN FILE

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Date Entered 5/12/15 By: NK Shopping Cart # _____
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	Date Delivered	Approved By	Approval Date
Purchasing Department		<u>NK</u>	<u>5-12-15</u>
*Acct'g Grants Coordinator (req'd if funding is grant related)		<u>NA</u>	<u>NA</u>
*Finance/Budget Department		<u>[Signature]</u>	<u>5/12/15</u>
*Risk Management Department		<u>NK</u>	<u>5-12-2015</u>
Legal Department			
Deputy County Manager			
County Manager or Designee			

Attachment: "Final" Contract

**COUNTY OF BERNALILLO
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 13TH day of MAY 2015, by and between the County of Bernalillo, a political subdivision of the State of New Mexico, hereinafter referred to as "**COUNTY**" and Advanced Network Management Inc., hereinafter referred to as "**CONTRACTOR**".

IT IS MUTUALLY AGREED TO BY THE PARTIES:

I. SCOPE OF WORK:

The Contractor will provide the following Consultant Services in accordance with Exhibit A attached hereto and made a part of this Agreement.

II. COMPENSATION:

The County will pay to the Contractor in full payment for services rendered, the sum of \$12,500.00, plus the applicable New Mexico Gross Receipts Tax, and such compensation will not exceed \$13,200.00 in total. Requests for payment must have proper documentation of services performed for the County per the Agreement.

III. TERM:

This Agreement shall not become effective until approved in writing by the County Manager and shall terminate on September 30, 2015, unless terminated pursuant to paragraph IV.

IV. TERMINATION:

This Agreement may be terminated prior to the date set for termination by either party hereto, upon written notice delivered to the other party at least (30) thirty days prior to the intended date of termination. If such termination is accomplished, both parties shall continue to honor obligations pursuant to this Agreement until the date of termination. Termination pursuant to this paragraph by either party shall be considered final with no remedy or appeal.

V. STATUS OF CONTRACTOR:

The Contractor is an Independent Contractor performing professional services for the County and is not an employee of the County. The Contractor shall not accrue leave, retirement, workers compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County provides no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable by it for income tax purposes as self-employment or business income, and are reportable for self-employment tax and New Mexico Gross Receipts Tax.

VI. ASSIGNMENT:

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement.

VII. SUBCONTRACTING:

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the written permission of the County.

VIII. INVOICES:

Contractor shall track the hours and activities for each task shown in the Scope of Work for the term of this Agreement. Invoices shall include a breakdown of the individual hours and a detailed description of the work completed. Hours shall correspond to the Scope of Work and will be reconciled at the end of each month. Invoices require the approval of the Bernalillo County Information Technology Department.

Invoices must be submitted on a monthly basis to the Accounts Payable Office, One Civic Plaza NW, Albuquerque, New Mexico 87102. Invoices may also be E-mailed: accountspayable@bernco.gov and send a copy to Bernalillo County I.T. Department, attn.: Lisa LeMar, 415 Tijeras Avenue, NW, Albuquerque, NM 87102 or email to: llemar@bernco.gov.

IX. RECORDS AND AUDIT:

The Contractor shall maintain detailed time records, which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County. The County shall have the right to audit billings, both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

X. APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Bernalillo County Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Bernalillo County Commission, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

XI. RELEASE:

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

XII. CONFIDENTIALITY:

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

XIII. CONFLICT OF INTEREST:

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 of services required under this Agreement.

XIV. CODE OF CONDUCT:

The Contractor agrees to abide by the Code of Conduct (www.bernco.gov/code_of_conduct) of the County as it applies to Contractor's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of this Agreement.

XV. AMENDMENT:

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

XVI. SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

XVII. PENALTIES:

The New Mexico Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

XVIII. INDEMNIFICATION:

Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, if caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, servants or agents.

XIX. APPLICABLE LAW:

The Agreement shall be governed by the laws of the State of New Mexico.

XX. WAIVER:

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

XXI. EQUAL OPPORTUNITY COMPLIANCE:

The Contractor agrees to abide by all federal and state laws pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

XXII. INSURANCE REQUIREMENTS:

(Check One)

No insurance is required.

Insurance is required as indicated below.

The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar days written notification to the Bernalillo County Purchasing Department, One Civic Plaza N.W., 10th Floor, Room 10010, Albuquerque, New Mexico, 87102 in the event a policy has been materially changed or canceled. For procurements that exceed \$20,000, an Additional Insured Endorsement Form is required.

A. Workers Compensation

Part I. Workers Compensation – Statutory

Part II. Employers' Liability - \$500,000

The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the Contracting Agency (Bernalillo County) and comply with the Act should it employ three or more persons during the term in providing services to the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

B Commercial General Liability on ISO form CG 0001 0798 or equivalent.

Bodily Injury/Property Damage:	\$500,000 Each Occurrence
	\$1,000,000 General Aggregate

Property Damage Liability Insurance shall not exclude Explosion – Collapse – Underground Coverage (XCU)

Products/Completed Operations:	\$500,000 Each Occurrence
	\$1,000,000 General Aggregate

C. Business Automobile Liability

Combined Single Limit - \$500,000 Each Occurrence on ISO CA0001 1001 or equivalent.

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the last date of execution shown below.

APPROVED AS TO FORM

COUNTY OF BERNALILLO

[Signature]
Asst. County Attorney 5/12/15
Date

[Signature]
County Manager 5/12/15
Date

CONTRACTOR

By: See attached
Date

New Mexico Gross Receipts Tax Number

Federal Tax Number

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the last date of execution shown below.


APPROVED AS TO FORM

COUNTY OF BERNALILLO

County Attorney Date

County Manager Date

CONTRACTOR

By:  5/13/15
Date

02-261777-009
New Mexico Gross Receipts Tax Number

85-0427142
Federal Tax Number



Oracle License Audit Defense
Statement of Work

Presented to:



Scope of Work

Solution Overview

The goal of this scope of work is to define tasks, deliverables, timeline, responsibilities and any additional terms to perform Oracle License Audit Defense Consulting for Bernalillo County 'Customer or Bernco' provided by Advanced Network Management 'ANM'. The following services are included in the scope of this project:

Services

Description of the Services to be performed during this engagement:

Description of Service

Oracle License Audit Defense Consulting:

As agreed and coordinated with Client, activities &/or deliverables for this work will be dependent upon time available and will need to be prioritized with the Client, but may include the following:

- A written document with strategies for eliminating and/or negotiating cost savings in response to meritorious compliance findings in the Oracle license audit Final Report or from internal audit activities, and for effectively pushing back on non-meritorious claims in the Final Report.
- Recommendations to re-align, de-install and/or consolidate workloads to minimize and/or eliminate compliance deficiencies moving forward, and associated Term licensing options to perpetual license purchase compliance remediation.
- A written recommendation on Oracle License utilization in a VMware environment.
- Guide legal team in relevant case law search.
- Guidance as to the quantity, timing, and medium of client interaction with Oracle Sales and Oracle LMS, including when and if to appeal to Oracle Legal.

Assumptions:

- Given client-specified scoping of available hours, it should be understood that most of the above deliverables will not be developed or provided beyond the overview level if any given deliverable is provided at all.
- Client IT management, procurement, legal, project lead, architects, application team, and technical administrators working in a team environment with ANM as appropriate.
- The level-of-effort proposed for this Statement of Work is a good-faith estimate based on ANM's experience with these types of projects, but does not represent a fixed-price guarantee that the work will be performed within the proposed parameters.
- ANM will work with Client on regular status and course-corrections to assure that services are

provided within the above scope, estimates and schedule. If, in consultation with Client, it is determined that certain critical analyses or processes will exceed the above scope, estimates, or schedule, then those items may be recommended for a subsequent project phase or change order to this Statement of Work.

- ANM's consulting resources are subject to availability, and scheduling is recommended weeks in advance.
- ANM services will be conducted remotely.

The engagement may be enhanced to the extent Client provides:

- Oracle License and Service agreements and current and pending maintenance and support renewal documents. This includes assembly of *all* Oracle base contracts, ordering documents (including Customer Service Identifiers for all Oracle products) and amendments to the same back to the beginning of the original Oracle contract. These documents through time have been known as (from oldest to newest) Software License and Service Agreements (SLSA), Oracle License Agreement (OLA), Oracle License and Services Agreements (OLSA), and as of 2013: Oracle Master Agreement (OMA). Older documents are needed even if licenses originally tied to them have been migrated to newer documents.
- All documentation and communication associated with previous internal or Oracle Corporation-driven license audits.
- A mapping of Oracle license entitlement to named workloads/system stacks. Indicate the license metric associated with each product on each server, e.g. Processor-based, Named User Plus. User counts as required for Named User Plus licenses. If an inventory is not available or its accuracy is questionable, it can be obtained by providing output from a third-party Oracle inventory tool licensed by Client.
- Current relevant architecture/configuration diagrams.
- Inventory of existing and ordered servers including server model, socket count, CPU model/GHz and core count.
- Inventory of current and planned VMware and array replication software.
- To the extent possible, high-level documentation on the organization's understanding of its Oracle workloads' growth, new Oracle-related project plans, and merger and acquisition activity and/or plans that may impact Oracle-workloads.
- ANM's request for and Client's provision of the above does not imply all of the inputs (including especially the product to server mapping and server specifications) will be evaluated thoroughly or at all during hours available in this SOW.

Timeline

May/June 2015 timeframe. Exact schedule to be determined.

