



AN AGREEMENT
BETWEEN
COUNTY OF SAN MATEO
AND
JESKELL, INC.

For the Period of
February 1, 2002 - December 31, 2002

Contact Person:
Kathryn Ciamarro
Director of Automation
650-595-7578

**AGREEMENT WITH JESKELL, INC.
For the purchase of hardware, software, and professional services**

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Jeskell, Inc., hereinafter called "Contractor";

W I T N E S S E T H :

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of procuring hardware, software, and performing professional services;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

The following exhibits are attached hereto and incorporated by reference therein.

1. **Exhibits**

Exhibit A	Statement of Work for Services
Appendix A	Deliverable Guidelines
Exhibit B	Rate of Payment
Exhibit C	Assurance of Compliance
Exhibit D	Equal Benefits Compliance Form

2. **Services to be Performed**

In consideration of the payments hereinafter set forth in Exhibit A, attached hereto and incorporated by reference herein, Contractor, under the general direction of the Director of Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein.

3. **Payments**

A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$180,000 for the contract term.

B. **Rate of Payment.** The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit B be increased to the extent that the maximum County obligation shall not exceed the total specified in paragraph 3A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of Human Services or her representative.

C. **Time Limit for Submitting Invoices.** Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit A. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one-hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

D. **Availability of Funds.** Payment for all services provided pursuant to this contract are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The County may terminate the agreement for unavailability of Federal, State or County funds.

4. **Relationship of Parties**

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status as, and the tax consequences, of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from through and/or pursuant to the San Mateo County Civil Services Rules.

5. **Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. **Insurance**

A. The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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

Contractor Services

operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

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, the County of San Mateo 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 pursuant to this Agreement.

7. **Non-Discrimination**

Contractor shall comply with the non-discrimination requirements described below:

A. **Section 504 of the Rehabilitation Act of 1973.**

- 1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual 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 this contract.
- 2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. **Non-Discrimination - General.** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. **Non-Discrimination - Employment.** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection,

promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's affirmative action policies shall be made available to County upon request.

8. **Violation of the Non-Discrimination Provisions**

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

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to
ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

9. **Assignments and Subcontracts**

A. Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

10. Records

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

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

11. Compliance with Applicable 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, regulations, including but not limited to appropriate licensure, certification regulations confidentiality requirements and applicable quality assurance regulations.

12. Alteration of Agreement

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

13. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
Kathryn Ciamarro
Director of Automation
400 Harbor Blvd, Bldg C
Belmont, CA 94002
(650) 595-7578

- 2) In the case of Contractor, to:
Joel Maki, Client Manager
155 A. Moffett Park Drive
Sunnyvale, CA 95089
(408) 744-0102

B. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

14. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement the term of this Agreement shall be from February 1, 2002 through December 31, 2002. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors, County of San Mateo

Date: _____

ATTEST:

Clerk of Said Board

Jeskeill Inc

Contractor - Print Name

Date: _____

Joel Maki - Client Manager

Name, Title - Print

[Signature]

Signature

Date: *1/17/02*

Tax ID # *386 188 15 (State)*

Statement of Work for Services Jeskell SmoothStart Service

1. Scope of Services

The SmoothStart Service provides a services specialist at your site, to plan and perform the installation of the Products specified herein. This Service also provides basic skills instruction to the personnel you have identified and verifies that the Products specified are installed and operational. This Service does not address the capability of your systems to handle date data within and between the twentieth and twenty-first centuries. Please refer to IBM Product Specifications to determine whether IBM Products are Year 2000 ready.

2. Our Responsibilities

We will:

- conduct a planning session, with your representative, to plan the installation of the Products;
- install the Products specified herein;
- configure the Products per our recommendations;
- verify that the Products are installed and operational;
- provide, throughout our performance period, up to two of your personnel with basic skills instruction on the installation and administrative tasks performed; and
- create and deliver a SmoothStart Installation Record that identifies:
 - 1) installed Products and their levels,
 - 2) any configuration activities performed as part of this Service, and
 - 3) basic skills instruction provided.

Our responsibilities are completed when we have:

- verified the Products are installed and operational;
- provided basic skills instruction to your personnel; and
- delivered the SmoothStart Installation Record.

3. Your Responsibilities

You agree to:

- designate a technically qualified representative who will be the focal point for all communication with us relative to this Service and will have the authority to act on your behalf in matters regarding this Service;

- designate up to two of your operations personnel to receive basic skills instruction on the installation and administrative tasks performed by us;
- provide suitable workspace with telephone access for our services specialist while working on your premises;
- have the Products and other information agreed to during the planning session available at your installation site, prior to the planned installation date;
- have an operational system available at your installation site, with hardware and software components at the required levels prior to the planned installation date;
- provide us access to the system during the hours we agree upon; and
- assume responsibility for system diagnosis and problem resolution for hardware and software vendor compatibility issues.

4. Charges

Upon completion of our responsibilities, we will invoice you for the Services performed on the Products specified herein.

Appendix A: Deliverable Guidelines

A - 1: High Availability Cluster Installation/Migration Plan

Content:

The High Availability Cluster Installation/Migration Plan will include:

1. a detailed description of the cluster system design, including hardware and software configurations, and high availability cluster diagrams;
2. site installation requirements (for example, electrical and power);
3. detailed high availability cluster installation and/or migration activities; and
4. operating system environment upgrade(s) and/or modification requirements.

Delivery:

We will deliver one (1) copy of each report, in reproducible format, to your Point of Contact within two (2) weeks after completion of the "Planning and Design" activity.

A - 2: High Availability Cluster Installation Record

Content:

The High Availability Cluster Installation Record will detail:

1. hardware and software products installed as part of this project;
2. software release, version, and fix levels, as appropriate, installed as part of this project;
3. configuration activities performed as part of this project;
4. unique software customization performed as part of this project;
5. script programs developed to support the system customization;
6. basic skills instruction provided as part of this project;
7. application file system and logical volume requirements, if applicable;
8. detailed application startup, shutdown, and recovery procedures, if applicable; and
9. interdependencies between applications, if applicable.

Delivery:

We will deliver one (1) copy of each report, in reproducible format, to your Point of Contact within two (2) weeks after completion of the "Installation and Customization" activity.

A - 3: High Availability Cluster Test Plan

Content:

The High Availability Cluster Test Plan will detail:

1. each test to be performed,
2. objective of each test,
3. initial conditions for the test,
4. functional test criteria,

5. procedure to be used to conduct the test, and
6. expected results of the test.

Delivery:

We will deliver one (1) reproducible copy of the High Availability Cluster Test Plan to your Point of Contact, within two (2) weeks after completion of the "Cluster Test Plan" activity.

A - 4: High Availability Cluster Test Plan Results

Content:

The High Availability Cluster Test Plan Results will:

1. summarize the results of each test,
2. indicate whether that test has been completed successfully, and
3. identify any system changes required to allow successful completion of the test(s).

The document will also indicate:

1. any tests that have not or cannot be completed successfully,
2. the proximate cause of the inability of the system to successfully complete the defined test, and
3. actions that have been identified, if any, that must be undertaken to allow the failing test to be completed successfully.

Delivery:

We will deliver one (1) reproducible copy of the High Availability Cluster Test Plan Results to your Point of Contact within two (2) weeks after completion of the "Cluster Test Plan" activity.

A - 5: System Management Procedures Document

Content:

Ongoing management of a high availability cluster requires some unique operations processes and procedures that differ from the normal processes utilized by a standalone (non-clustered) system. This may include simple changes, such as the manner in which users are added system or it may involve complex changes, such as the processes and procedures required to replace a failed disk drive, or to restore an application database. The Systems Management Procedures Document will define changes to processes and procedures required to support your high availability cluster. The following system management areas will be covered, as appropriate:

1. System Startup and shutdown procedures.
2. Storage
 - a. Backup and Recovery
 - b. Installation
 - c. Archival
 - d. Disaster Recovery
 - e. Disk Management
3. Code Management
 - a. Change Control / Management
 - b. Software Distribution
4. Problem Management
 - a. PD/PSI
 - b. Problem Monitoring and Tracking
 - c. Help Desk
5. Network
 - a. Network Services
 - b. Network Monitoring and Management

6. Security
7. Configuration Management
 - a. User Environment Management
 - b. Software and Device Configuration Management
 - c. Testbed, Validation, and Verification
8. Tuning and Monitoring
 - a. Capacity Planning
 - b. Job and Login Load Balancing
 - c. Performance Management and Monitoring
 - d. Systems Monitoring
 - e. Application Monitoring
 - f. Transaction Monitoring and Management
9. Application Integration
 - a. Volume Group, Logical Volume, and File system Management

Delivery:

We will deliver one (1) reproducible copy of the Systems Management Procedures Document to your Point of Contact on a schedule agreed to by your Point of Contact and our Project Manager.

Rate of Payment

County of San Mateo Human Services Agency Bill of Materials

JeskeIl, Inc
 155A Moffett Park Dr.
 Sunnyvale, CA 95089
 Joel Maki, Client Manager
 408-744-0102 x.207/jmaki@jeskeIl.com

Proposal to: Tony Pham
 Company: County of San Mateo
 Contact: Tony Pham
 Address: 455 County Center
 City / State / Redwood City, CA 94063
 Telephone: (650) 599-1780
 Fax: (650) 393-7800

Quote #: JSK-1240-JM-V5
 Date: 1/3/2002
 Terms: Net 30
 FOB: Destination
 Delivery: Net 30 ARO
 Quote Valid: December 15, 2001*
 Extended to 1/31/02

Item	Description	Qty.	IBM List Price	JeskeIl Unit Price	Previous JeskeIl Price	Current JSK Price if Ordered NLT 12/15/01	Maint. 2nd year
Primary Domain Controller							
7026-6H0	pSeries 660	1	\$3,468.00	\$2,365.18	\$2,365.18	\$2,236.17	\$130.00
	1.44MB 3.5-in Diskette Drive	1	N/C	N/C	N/C	N/C	
	Integrated SCSI-2 F/W Adapter	1	N/C	N/C	N/C	N/C	
	Integrated Ultra2 SCSI Adapter	1	N/C	N/C	N/C	N/C	
	Integrated Ethernet Adapter	1	N/C	N/C	N/C	N/C	
2624	32x Speed CD-ROM	1	\$375.00	\$255.75	\$255.75	\$241.80	
2830	POWER GXT130P Graphics Adapter (PCI)	1	\$340.00	\$231.88	\$231.88	\$219.23	
3102	18.2 GB 10K RPM Ultra SCSI Disk Drive	2	\$2,800.00	\$955.00	\$1,910.00	\$1,805.44	
3142	Remote I/O Cable - 3m	2	\$1,190.00	\$405.79	\$811.58	\$767.31	
4075	Memory Board, 16-position	1	\$1,500.00	\$1,023.00	\$1,023.00	\$967.20	
4100	1024 MB (2x512MB) SDRAM II DIMMs	2	\$14,336.00	\$4,888.58	\$9,777.15	\$9,243.85	
4962	10/100 Mbps Ethernet PCI Adapter II	2	\$550.00	\$187.55	\$375.10	\$354.64	
5005	Preinstall	1	N/C	N/C	N/C	N/C	
5212	2-Way RS64 IV 600 MHz Processor Card, 4MB L2 Cache	1	\$18,500.00	\$12,617.00	\$12,617.00	\$11,928.80	\$150.00
5992	System Control and Initialization Cable, 3m	1	\$75.00	\$51.15	\$51.15	\$48.36	
6132	CEC to Primary I/O Drawer Power Control Cable, 3m	1	\$95.00	\$64.79	\$64.79	\$61.26	
6156	20/40 GB 8MM Tape Drive	1	\$6,250.00	\$4,262.50	\$4,262.50	\$4,030.00	
6205	PCI Dual Channel Ultra2 SCSI Adapter	1	\$790.00	\$538.78	\$538.78	\$509.39	
6324	Primary I/O Drawer, 5 EIA	1	\$8,000.00	\$5,456.00	\$5,456.00	\$5,158.40	
9172	AC Power Specify	1	N/C	N/C	N/C	N/C	
9300	Language - English (US)	1	N/C	N/C	N/C	N/C	
9800	Power Cord - US/Canada	1	N/C	N/C	N/C	N/C	
7026-6H0 Price			\$58,269.00		\$39,739.86	\$37,571.85	
Monthly Maintenance							\$280.00
Back Up Domain Controller							
7026-6H0	pSeries 660	1	3468	\$2,365.18	\$2,365.18	\$2,236.17	\$130.00
	1.44MB 3.5-in Diskette Drive	1	N/C	N/C	N/C	N/C	
	Integrated SCSI-2 F/W Adapter	1	N/C	N/C	N/C	N/C	
	Integrated Ultra2 SCSI Adapter	1	N/C	N/C	N/C	N/C	
	Integrated Ethernet Adapter	1	N/C	N/C	N/C	N/C	
2624	32x Speed CD-ROM	1	375	\$255.75	\$255.75	\$241.80	
2830	POWER GXT130P Graphics Adapter (PCI)	1	340	\$231.88	\$231.88	\$219.23	
3102	18.2 GB 10K RPM Ultra SCSI Disk Drive	2	\$2,800.00	\$955.00	\$1,910.00	\$1,805.44	
3142	Remote I/O Cable - 3m	2	1190	\$405.79	\$811.58	\$767.31	
4075	Memory Board, 16-position	1	1500	\$1,023.00	\$1,023.00	\$967.20	
4119	512 MB (2x256MB) SDRAM DIMMs	2	7168	\$2,444.29	\$4,888.58	\$4,621.93	
4962	10/100 Mbps Ethernet PCI Adapter II	2	\$550.00	\$187.55	\$375.10	\$354.64	
5005	Preinstall	1	N/C	N/C	N/C	N/C	
5211	1-Way RS64 IV 600 MHz Processor Card, 2MB L2 Cache	1	10000	\$6,820.00	\$6,820.00	\$6,448.00	\$85.00
5992	System Control and Initialization Cable, 3m	1	75	\$51.15	\$51.15	\$48.36	
6132	CEC to Primary I/O Drawer Power Control Cable, 3m	1	95	\$64.79	\$64.79	\$61.26	
6156	20/40 GB 8MM Tape Drive	1	6250	\$4,262.50	\$4,262.50	\$4,030.00	
6205	PCI Dual Channel Ultra2 SCSI Adapter	1	790	\$538.78	\$538.78	\$509.39	
6324	Primary I/O Drawer, 5 EIA	1	8000	\$5,456.00	\$5,456.00	\$5,158.40	
6540	IPL Disk Mounting Hardware, Cables, Terminator	1	100	\$68.20	\$68.20	\$64.48	
9172	AC Power Specify	1	N/C	N/C	N/C	N/C	
9300	Language - English (US)	1	N/C	N/C	N/C	N/C	
9800	Power Cord - US/Canada	1	N/C	N/C	N/C	N/C	
7026-6H0 Price			\$42,701.00		\$29,122.48	\$27,533.60	
Monthly Maintenance							\$215.00

Stand Alone Server

7026-6H0	pSeries 660	1	3468	\$2,365.16	\$2,365.16	\$2,236.17	\$190.00
	1.44MB 3.5-In Diskette Drive	1	N/C	N/C	N/C	N/C	
	Integrated SCSI-2 F/W Adapter	1	N/C	N/C	N/C	N/C	
	Integrated Ultra2 SCSI Adapter	1	N/C	N/C	N/C	N/C	
	Integrated Ethernet Adapter	1	N/C	N/C	N/C	N/C	
2624	32x Speed CD-ROM	1	375	\$255.75	\$255.75	\$241.80	
2830	POWER GXT130P Graphics Adapter (PCI)	1	340	\$231.88	\$231.88	\$219.23	
3102	18.2 GB 10K RPM Ultra SCSI Disk Drive	2	\$2,800.00	\$955.00	\$1,910.00	\$1,805.44	
3142	Remote I/O Cable - 3m	2	1190	\$405.79	\$811.58	\$767.31	
4075	Memory Board, 16-position	1	1500	\$1,023.00	\$1,023.00	\$967.20	
4119	512 MB (2x256MB) SDRAM DIMMs	2	7168	\$2,444.29	\$4,888.58	\$4,621.93	
4962	10/100 Mbps Ethernet PCI Adapter II	2	\$550.00	\$167.55	\$375.10	\$354.64	
5005	Preinstall	1	N/C	N/C	N/C	N/C	
5211	1-Way RS64 IV 600 MHz Processor Card, 2MB L2 Cache	1	10000	\$6,820.00	\$6,820.00	\$6,448.00	\$55.00
5992	System Control and Initialization Cable, 3m	1	75	\$51.15	\$51.15	\$48.36	
6132	CEC to Primary I/O Drawer Power Control Cable, 3m	1	95	\$64.79	\$64.79	\$61.26	
6156	20/40 GB 8MM Tape Drive	1	6250	\$4,262.50	\$4,262.50	\$4,030.00	
6205	PCI Dual Channel Ultra2 SCSI Adapter	1	790	\$538.78	\$538.78	\$509.39	
6324	Primary I/O Drawer, 5 EIA	1	8000	\$5,456.00	\$5,456.00	\$5,158.40	
6540	IPL Disk Mounting Hardware, Cables, Terminator	1	100	\$68.20	\$68.20	\$64.48	
9172	AC Power Specify	1	N/C	N/C	N/C	N/C	
9300	Language - English (US)	1	N/C	N/C	N/C	N/C	
9600	Power Cord - US/Canada	1	N/C	N/C	N/C	N/C	

7026-6H0 Price	\$42,701.00	\$29,122.48	\$27,533.60
Monthly Maintenance			\$215.00

Flat Panel Color Monitor

7316-TF1	Flat Panel Color Monitor (T54A)	1	\$3,000.00	\$2,112.00	\$2,112.00	\$1,996.80	\$21.00
4200	VGA Switch (2x8) for 7316	1	\$2,895.00	\$2,038.08	\$2,038.08	\$1,926.91	
4243	CPU to VGA Switch Attach Cable - 7 ft.	3	\$237.00	\$55.62	\$166.85	\$157.75	
6050	Space Saver 2 Keyboard - US English	1	\$100.00		\$70.40	\$66.56	
9911	4m Power Cord- Standard Rack	1	N/C	N/C	N/C	N/C	

7316-TF1 Price	\$6,232.00	\$4,387.33	\$4,148.02
Monthly Maintenance			\$21.00

Ultrium Scalable Tape Library

3583-L18	Ultrium Scalable Tape Library	1	\$8,100.00	\$5,702.40	\$5,702.40	\$5,391.36	\$80.00
8002	One Cleaning Cartridge	1	\$113.00	\$79.55	\$79.55	\$75.21	
8003	LTO Ultrium LVD Drive Sled	1	\$12,500.00	\$8,800.00	\$8,800.00	\$8,320.00	\$140.00
8006	Rack Mount Option	1	\$1,225.00	\$862.40	\$862.40	\$815.36	
9600	Attached to pSeries, RS/6000	1	N/C	N/C	N/C	N/C	
9704	4.5m VHDCI to HD68 SCSI Cable	1	N/C	N/C	N/C	N/C	

3583-L18 Price	\$21,938.00	\$15,444.35	\$14,601.93
Monthly Maintenance			\$228.00

Expandable Storage Plus-DISC

2104-DU3	Expandable Storage Plus (Rack-Mounted)	1	\$3,500.00	\$2,465.00	\$2,465.00	\$2,329.60	\$190.00
987	Rochester Integration Indicator	1	N/C	N/C	N/C	N/C	
2635	Second Ultra3 (LVD) Port	1	\$375.00	\$264.00	\$264.00	\$249.60	
3230	AC Power Supply	2	\$1,400.00	\$493.00	\$986.00	\$931.84	
5303	3m Ultra2 LVD Cable	2	\$280.00	\$99.00	\$198.00	\$186.37	
6118	18.2GBUltra3 SCSI LVD 10K RPM Drive	6	\$8,572.00	\$1,021.33	\$6,128.00	\$5,705.52	
6999	Disk Drive Filler	10	N/C	N/C	N/C	N/C	
9300	Language - English (US)	1	N/C	N/C	N/C	N/C	

2104-DU3 Price	\$14,127.00	\$10,041.00	\$9,402.93
Monthly Maintenance			\$190.00

Enterprise Rack

7014-T42	Enterprise Rack - 42 EIA	1	\$4,150.00		\$2,921.60	\$2,762.24	\$37.00
175	Content: 7316-TF1 (3 EIA)	1	N/C	N/C	N/C	N/C	
176	Content: FC 6324 (5 EIA)	3	N/C	N/C	N/C	N/C	
179	Content: 2104-DU3 (3 EIA)	1	N/C	N/C	N/C	N/C	
203	Content: 7026-6H0 (5 EIA)	3	N/C	N/C	N/C	N/C	
6089	Front Door for 2.0m Rack, Sculptured Black	1	\$550.00		\$387.20	\$366.08	
6098	Side Panel for 1.8 or 2.0m Rack, Black	2	\$300.00		\$211.20	\$199.68	
6171	Additional Power Distribution Unit, Side-Mount, 1 Phase	1	\$1,000.00		\$704.00	\$665.60	
9171	Power Distribution Unit, Side-Mount, 1 Phase	1	N/C	N/C	N/C	N/C	
9300	Language - English (US)	1	N/C	N/C	N/C	N/C	
9800	Rack Power Cord - US/Canada	1	N/C	N/C	N/C	N/C	

7014-T42 Price	\$6,000.00	\$4,224.00	\$3,993.60
Monthly Maintenance			\$37.00

SOFTWARE

Product	Description	Qty	License				
5765-E61	AIX 5L V5.1	3	N/C	N/C	N/C	N/C	N/C
	AIX 5.1 Bonus Pack	3	N/C	N/C	N/C	N/C	N/C
	AIX 5.1 Expansion Pack	3	N/C	N/C	N/C	N/C	N/C
1	Processor Entitlement	4	N/C	N/C	N/C	N/C	N/C
5005	Preinstall	3	N/C	N/C	N/C	N/C	N/C
9001	Asset Registration						
5765-C34 OTC				\$0.00	\$0.00	\$0.00	\$0.00
5765-E54	HACMP 4.4 0000BF99Y & 0000BGKWT	2	N/C	N/C	N/C	N/C	N/C
6206	Upgrade 5765-A86 CRM to CRM 4.4	2	2,080.00	1,040.00	2,080.00	2,080.00	2,080.00
9001	Asset Registration	2	N/C	N/C	N/C	N/C	N/C
5692-AIX	System Software 0000B39Y7 & 0000B5TNE	2					
Additions:							
909	HACMP-CRM 4.4	2	N/C	N/C	N/C	N/C	N/C
2924	English	2	N/C	N/C	N/C	N/C	N/C
5765-E54 OTC				2,080.00	1,040.00	2,080.00	2,080.00
5692-A5L	AIX 5L 5.1 SPD	3	N/C	N/C	N/C	N/C	N/C
907	AIX 5.1 Power Update	3	N/C	N/C	N/C	N/C	N/C
919	AIX 5L	3	N/C	N/C	N/C	N/C	N/C
920	AIX 5.1 Bonus Pack	3	N/C	N/C	N/C	N/C	N/C
921	AIX 5.1 Expansion Pack	3	N/C	N/C	N/C	N/C	N/C
1004	Media Process Charge	3	N/C	N/C	N/C	N/C	N/C
2924	English	3	N/C	N/C	N/C	N/C	N/C
3410	CD-ROM	3	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
5005	Preinstall	3	N/C	N/C	N/C	N/C	N/C
5924	Plt - English	3	N/C	N/C	N/C	N/C	N/C
9001	Asset Registration	3	N/C	N/C	N/C	N/C	N/C
5692-AIX OTC				\$150.00	\$150.00	\$150.00	\$150.00
5698-FRA	Tivoli Management Framework	1	N/C	N/C	N/C	N/C	N/C
7	OTC	1	N/C	N/C	N/C	N/C	N/C
5809	English CD-ROM	1	N/C	N/C	N/C	N/C	N/C
9001	Asset Registration	1	N/C	N/C	N/C	N/C	N/C
5698-FRA OTC				\$0.00	\$0.00	\$0.00	\$0.00
5698-TSM	Tivoli Storage Manager	1	N/C	N/C	N/C	N/C	N/C
1685	TSM Qty 1 point	30	\$330.00		\$664.95	\$664.95	
1686	TSM Qty 250 points	2	\$15,500.00		\$11,082.50	\$11,082.50	
5809	CD-ROM for UNIX, Windows, AS/400	1	N/C	N/C	N/C	N/C	N/C
9001	Asset Registration	1	N/C	N/C	N/C	N/C	N/C
5698-TSM OTC				\$16,430.00	\$11,747.45	\$11,747.45	\$11,100.00
5698-SPT	Tivoli System Support	1	N/C	N/C	N/C	N/C	N/C
771	FRA Std Support QTY 1	1	N/C	N/C	N/C	N/C	N/C
1677	TSM TS1 Std Support QTY 1	30	N/C	N/C	N/C	N/C	N/C
1678	TSM TS1 Std Support QTY 250	2	N/C	N/C	N/C	N/C	N/C
9001	Asset Registration	1	N/C	N/C	N/C	N/C	N/C
5698-SPT OTC				\$0.00	\$0.00	\$0.00	\$0.00

----- GRAND TOTALS -----

Hardware Price	\$185,736.00	\$132,081.50	\$124,785.54
Software OTC	\$2,230.00	\$2,230.00	\$2,230.00
High Availability Cluster Implementation**	\$55,000.00	\$55,000.00	\$35,000.00
Tivoli Storage Manager Software	\$16,430.00	\$11,757.45	\$11,100.00
Est. Travel Expenses	\$7,000.00	\$7,000.00	incl.
SmoothStart Services for RS/6000**	\$14,700.00	\$6,000.00	\$6,000.00
Grand Total	\$264,666.00	\$214,068.95	\$179,115.54
Monthly Maintenance			\$937.00

**Jeskell performed service per Original SOW

Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employs fewer than 15 persons.
- b. employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Type or Print

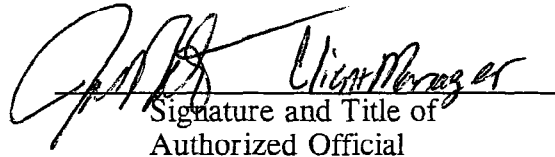
Name of 504 Person: _____

Address: _____

City & State Zip Code: _____

I certify that the above information is complete and correct to the best of my knowledge.

Date


Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

Exhibit D

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Jeskell, Inc
Contact Person: Joel Maki
Address: 155A Moffett Park Dr, Ste 104 Sunnyvale, CA 94089
Phone Number: (408) 744-0102 Fax Number: (408) 744-0603

II Employees

Does the Contractor have any employees? [X] Yes ___ No
Does the Contractor provide benefits to spouses of employees? [X] Yes ___ No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on ___ (date) and expires on ___ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 18th day of January, 2002 at San Mateo, California (City) (State)

[Signature]
Signature
Client Manager
Title

Joel Maki
Name (Please Print)
State - 38618815
Federal - 770404935
Contractor Tax Identification Number

**COUNTY OF SAN MATEO
MEMORANDUM**

DATE: January 17, 2002

TO: Priscilla Harris Morse

FROM: Kathryn Ciamarro Fax 802-6490

SUBJECT: APPROVAL OF INSURANCE

CONTRACTOR: Jeskell Inc.

DO THEY TRAVEL: No

PERCENT OF TIME

NUMBER OF EMPLOYEES

DUTIES (SPECIFIC): The acquisition of hardware and software, and professional services to support the SMART and VACS systems

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Gen Liability	<u>\$1m/2m</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse

Manager, Risk Management

SUBMIT TO RISK MANAGEMENT
PONY EPS163

OR

FAX 363-4864

ACORD CERTIFICATE OF LIABILITY INSURANCE CSR JF JESKE04 DATE (MM/DD/YY) 09/06/01

PRODUCER
All West Insurance Brokers
 License #0662629
 P.O. Box 1737
 Campbell CA 95009-1737
 Phone: 408-379-3400

INSURED

Jeskell Incorporated
 155A Moffett Park Drive, #104
 Sunnyvale CA 94089

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: **Federal Insurance Company**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	35760102	07/01/01	07/01/02	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ Included
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73502257	07/01/01	07/01/02	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
					AUTO ONLY - EA ACCIDENT \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATE-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Business Pers Prop Special Form	35760102	07/01/01	07/01/02	BPP Blnkt \$200,000 Incl EDP

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER: **N** ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION

INFOR-1

****For Informational Use****

IF ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Jessie A. Berthold