



Linu Parappilly  
Director of Technology Services

December 5, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Board Order to authorize a Purchase Order with CDWG for cyber disaster cloud storage recovery. Total Contract Value is \$741,034.86 for 3 years. Funding is through County-approved American Rescue Plan Act funds and \$211,077.88 of budgeted departmental cost allocations, which does include a small portion of budgeted County General Funds.**

<b>Previous Board Action/Review</b>	April 11, 2024: The Board approved contract for similar services with VMware. Contract voided after vendor unable to fulfill it. Briefed at Issues Dec 3, 2024.		
<b>Performance Clackamas</b>	1. Which indicator of success does this item affect? Build a strong infrastructure. Build public trust through good government.		
<b>Counsel Review</b>	A. Naylor	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Casi Potter	<b>Contact Phone</b>	503-722-6651

**EXECUTIVE SUMMARY:** The purpose of this request is to approve the purchase and implementation of 11:11 Systems Inc - Cloud Services for Disaster Recovery. Clackamas County has made significant investments to support the operational functions of County applications, data, and related services. This purchase expands on that investment by providing cyber disaster recovery services to protect critical technology services against regional outages, natural disasters, ransomware, and other threats. This proposed contract would replace a voided contract through CDWG with VMware from April 2024 for \$788,417.91; the previous vendor was unable to fulfill the contract and the County received a full refund. We are seeking approval for a 38 month contract with CDWG, for a total contract value of up to \$741,034.86 using Cooperative Contract: City of Mesa Agreement #2024056, National IPA, for services and support through Feb. 28th, 2028. ARPA would fund \$529,957.02 through 12/31/2026, which includes up to \$40,000 in potential Burst costs. Budgeted departmental cost allocations would fund the remaining \$211,077.88 in FY 26/27.

**RECOMMENDATION:** Staff respectfully recommends the Board of County Commissioners approve the Board Order allowing the purchase of 11:11 Systems Inc - Cloud Services for Disaster Recovery through CDWG.

Respectfully submitted,

Linu Parappilly  
Director of Technology Services

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving  
Issuance of Purchase Order for  
Purchase of Backup Cloud Storage  
and Related Support and  
Maintenance



Board Order No. \_\_\_\_\_

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**Whereas**, the Clackamas County Board of County Commissioners (the “Board”) has authority to sign all contracts and any amendments or renewals of the same;

**Whereas**, Oregon Revised Statutes (“ORS”) 279A.200-220 and Local Contract Review Board Rule C-046-0400 permit Clackamas County to purchase goods and services using cooperative contracts;

**Whereas**, Omnia Partners established a cooperative contract, contract number 2024056, with CDW Government, LLC (“CDWG”) for the purchase of computer and information technology products;

**Whereas**, Clackamas County, through its Department of Technology Services, desires to utilize the aforementioned cooperative contract with CDWG to purchase 38 months of recovery infrastructure security solutions and professional services, as detailed in CDWG Customer Service Order Form, attached hereto as Exhibit A, for a total of \$741,034.86.

**Whereas**, the Clackamas County Department of Finance requests authority to purchase the aforementioned goods and services by issuance of a purchase order (“PO”); and

**Whereas**, a PO is issued directly through the Clackamas County Department of Finance’s management software with no signature required or available;

**NOW THEREFORE, the Clackamas County Board of County Commissioners orders as follows:**

1. The requested purchase of the aforementioned goods and services from CDWG, in the amount of \$741,034.86, is hereby approved;
2. The Clackamas County Department of Finance is hereby delegated limited authority to issue a PO to purchase the aforementioned goods and services.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving  
Issuance of Purchase Order for  
Purchase of backup Cloud Storage  
and Related Support and  
Maintenance



Board Order No. \_\_\_\_\_

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**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2024

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



CDW Customer Service Order Form  
11:11 Systems, Inc.

Seller: CDW Government LLC
Seller Address: 200 N. Milwaukee Avenue, Vernon Hills, IL 60061
Customer: CLACKAMAS COUNTY TECHNOLOGY SERVICE
Initial Subscription Term Length: 38 months
Subscription End Date:
Subscription Term Start Date: Upon Service Activation

\*The subscription term for the Cloud Services will automatically renew for additional terms equal to the Initial Subscription Term (each a "Renewal Term") unless Customer cancels the Cloud Services as set forth below.

Secure Reserved Compute

Item Number	Description	Quantity	Cost per Unit	Monthly Cost
DR-Z-BUN	11:11 DRaaS for Zerto - Bundle	1.00	USD 0.00000	USD 0.00
DR-Z-SC-CPU-R	iland Secure DRaaS for Zerto Reserved CPU (per GHz)	6.00	USD 62.47500	USD 374.85
DR-Z-SC-RAM-R	iland Secure DRaaS for Zerto Reserved RAM (per GB)	20.00	USD 8.92500	USD 178.50
<b>TOTAL</b>				<b>USD 553.35</b>

Secure Flash Accelerated Storage  
(Includes Zerto & ~7-day Journal)

Item Number	Description	Quantity	Cost per Unit	Monthly Cost
DR-Z-STO-ACC-R	11:11 DRaaS for Zerto - Reserved Accelerated Storage (Per GB)	89,000.00	USD 0.06664	USD 5,930.92
LIC-DR-Z-STD-R	11:11 DRaaS for Zerto - Standard License (Per VM)	197.00	USD 38.08000	USD 7,501.76
<b>TOTAL</b>				<b>USD 13,432.68</b>

Network

Item Number	Description	Quantity	Cost per Unit	Monthly Cost
ECS-VLAN	Private VLAN	3.00	USD 4.89731	USD 14.69
NTWK-IP-ADR-27	Public IP Addresses Block - 27 Usable (/27)	1.00	USD 190.40000	USD 190.40
<b>TOTAL</b>				<b>USD 205.09</b>



Autopilot Managed Recovery

Item Number	Description	Quantity	Cost per Unit	Monthly Cost
PS-AP-DR	Fully-managed delivery & support for Iland Secure DRaaS. Service option includes advanced documentation, reporting, managed failover, and dedicated technical account management services	1.00	USD 4,997.77770	USD 4,997.78
<b>TOTAL</b>				<b>USD 4,997.78</b>

Burst Resources

Item Number	Description	Quantity	Cost per Unit	Monthly Cost
DR-Z-STO-ACC-B	11:11 DRaaS for Zerto - Burst Accelerated Storage (Per GB/hr)	0.00	USD 0.00016	USD 0.00
DR-Z-SC-CPU-B	Iland Secure DRaaS for Zerto Burst CPU (per GHz/hr)	0.00	USD 0.12227	USD 0.00
DR-Z-SC-RAM-B	Iland Secure DRaaS for Zerto Burst RAM (per GB/hr)	0.00	USD 0.01747	USD 0.00
<b>TOTAL</b>				<b>USD 0.00</b>

Implementation

Item Number	Description	Quantity	Cost per Unit	Advertised Price	Monthly Cost
PS-AP-SETUP	Setup Fee for Autopilot	1.00	USD 10,234.52700	USD 10,746.26	0.00

**Total Monthly Recurring Charges:** USD 19,188.90

**Total Non-Recurring Charges:** USD 10,234.52

**Total Annual Charges:** USD 230,266.78

**Annual subscription Cost Net 30: \$230,266.78**

**Set Up Cost Net 30: \$10,234.53**

**Months 37 and 38: Burst Costs Only**

Terms:

- TERMS AND CONDITIONS** - Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to City of Mesa Agreement Number 2024056 Information Technology Solutions & Services between CDW Government LLC and City of Mesa, Arizona, administered by National IPA, effective March 1, 2018, as amended ("the Agreement").
- PAYMENT** - Customer will pay all Fees (as defined herein) for the use of the Cloud Services and the Implementation Services as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Cloud Services and the Implementation Services, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cloud Services. Seller will invoice Customer in advance for the

monthly or prepaid charges due for the Cloud Services purchased. Seller will invoice Customer on a one-time basis, in advance for the Implementation Services. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Cloud Services and the Implementation Services and all additional fees due hereunder are collectively referred to as “Fees”. Billing of the Monthly Fee shall be on a monthly basis and shall begin as soon as iland provides Customer the URL and authentication credentials to log into the ECS Portal(s) which gives the Customer access to the DRaaS service. On a monthly basis throughout the term of each CSO, the Seller will bill for Reserved Resources in advance and for Burst Resources in arrears. Burst resources include, but are not limited to overages for DRaaS replication and usage on CPU, RAM, Storage, Storage performance, and network bandwidth on Cloud Resources. Fees for Burst Resources are calculated by reference to (1) sampling conducted by iland in intervals of no longer than five minutes over the relevant billing period to determine the amount of Burst Resources used by the Customer, and (2) the rate for Burst Resources set out in this CSO. Storage is billed at the maximum GB of storage used during the month. Customer shall incur additional installation fees at iland's then-current i-Tech rates according to the i-Tech Schedule for the following: (i) Any work that is requested by the Customer to be performed after iland's usual business hours; and (ii) Any additional services provided by iland relating to Implementation or not specified on the CSO. *No Monthly Costs, other than those associated with Burst Fees, shall be due under this Order for months 37 and 38 (the “Free Period”). Anything before the free period, Customer shall pay invoices related to this Order in accordance with the terms of this Order and the Agreement.*

3. **ADD-ON ORDERS** – Any orders submitted by Customer to Seller for iland Cloud Services (and any associated Implementation Services) over the next twelve (12) months (the “Add-On Order(s)”) will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable iland Cloud Service, any associated Implementation Services, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new iland Cloud Services on behalf of Customer.
4. **TERMINATION** – Customer may terminate a CSO upon 30 days’ advanced written notice to the Seller; provided, however, that if the Customer terminates a CSO pursuant to this Section, the Customer shall pay to the Seller concurrently with such termination a termination fee equal to the aggregate Monthly Fees that would have been payable through the end of the then-current Initial Term or Successive Term as if such CSO had not been terminated. The Seller may terminate a CSO by providing 30 days’ advanced written notice to the Customer. If the Seller terminates a CSO pursuant to this Section following a breach of the Agreement by the Customer, the Customer shall pay to the Seller promptly following such termination a termination fee equal to the aggregate Monthly Fees that would have been payable through the end of the then-current Initial Term or Successive Term as if such CSO had not been terminated.
5. **CANCELLATION** – If Customer wants to cancel the Cloud Services at the end of the Initial Subscription Term or any Renewal Term, Customer must provide notice of cancellation at least thirty (30) days prior to the expiration of the Initial Subscription Term or Renewal Term. If Customer’s notice of cancellation is not received in a timely manner, the Cloud Services will automatically be extended for additional Renewal Terms. Customer will remain financially responsible for the Service Fee for the Cloud Services and all additional fees for any metered usage or overage based fees (e.g., capacity overages, third party content, etc.), and other subscriptions, features, products, services or add-ons, incurred for the Cloud Services prior to cancellation.
6. **SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cloud Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.
7. **NON-CANCELLABLE/NON-REFUNDABLE** – Subject to Termination section above, the Cloud Services purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.



BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Cloud Services and the Implementation Services directly from iland Internet Solutions Corporation ("iland") pursuant to iland's standard terms and conditions or such other terms as agreed upon by Customer and iland. Customer further acknowledges that iland and not Seller will be responsible for performance of the Cloud Services and the Implementation Services.

**CUSTOMER AUTHORIZED REPRESENTATIVE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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