



City of Greenfield, IN

Statement of Work for

**VMware Installation, Migration & Training
Hybrid Data Center Engineering**

Presented by PCM-G

PCM-G Contact:

Melanie Fogt
Account Manager
melanie.fogt@pcmg.com
(866) 310-0259

City of Greenfield, IN Contact:

Nick Riedman
IT Director
nriedman@greenfieldin.org
(317) 325-1600

STANDARD TERMS AND CONDITIONS

PCMG shall perform in accordance with this Statement of Work (the 'SOW') effective on the date agreed upon by and between PCMG Inc., dba PCMG Gov, Inc. ("Provider") whose principal office is located at 14120 Newbrook Drive, Chantilly VA 20151 and City of Greenfield, IN, with its principal office located at 10 South State Street Greenfield, IN 46140 ("Customer").

When mutually signed (executed), this SOW becomes contractually binding on Provider and Customer under the terms and conditions herein.

Any information, whether protected by patent or copyright, including, but not limited to, programs, files, specifications, plans, business information, technical information, or other data either written or otherwise (hereinafter "Information"), which has been furnished or disclosed by Customer to Provider (or Provider delivery partners), or by Provider to Customer, its employees, or agents shall remain property of the originating party and shall be considered proprietary Information by the receiving party, its employees, or agents. Information shall not be reproduced, published, or disclosed to any third party (except as noted Provider delivery partners) without prior consent of the originating party. All copies of any and all Information furnished or disclosed (except for 'Deliverables' listed by this SOW) shall be returned to the originating party immediately upon written notice.

Subject to any specific limitations set forth, each party hereby agrees to indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from a breach of this SOW by the indemnifying party. The representations made here shall survive for one (1) year from the termination of this SOW and all claims for indemnification must be made within that one (1) year period. Provider's liability is based on a deliverable site basis, and will not exceed the total amount (fixed cost or cost estimate) of this SOW. Provider shall not be liable to Customer for any delay or failure by Provider to fulfill its obligations under this SOW or otherwise if such delay or failure arises from any cause or causes due to Force Majeure. Provider makes no warranties as to any software and/or hardware manufactured by a third party which it uses to provide services pursuant to the terms of this SOW. In no case will Provider be liable for any loss of business data, use or interruption.

If Customer does not pay the amount due hereunder or breaches any of the terms of this SOW, Provider may, in addition to any other legal remedies it may have, either suspend or refuse to continue to service the equipment. Customer also agrees to pay Provider's cost and expenses of collection, including the maximum attorney's fee permitted by law.

DEFINITIONS

Deliverable: For the purposes of this SOW, the term 'deliverable' refers to one specific work product that is the outcome of the engagement. Collectively, deliverables are the product for which the price of this SOW is exchanged. Services or activities (work) will be performed as a part of this SOW in order to produce the deliverables (work product).

Documentation: The terms 'document' and 'documentation' as they relate to this SOW are intended to mean any notes, charts, graphs, diagrams, report outputs, network addresses, passwords, configuration logs, or any other discretionary information deemed by Provider to be relevant to this effort. Documentation is not intended to be, or considered to be, complete, comprehensive, or exhaustive as it relates to the overall Customer network or information systems environment. Any documentation provided as a part of the execution of this SOW will be limited to systems, items, or topics specifically referenced in this SOW.

Knowledge Transfer: The term 'knowledge transfer', as it relates to this SOW, is intended to mean conversational discussions about various technical aspects of this effort. Knowledge transfer is not intended to be, expected to be, or considered to be complete, comprehensive, or exhaustive as it relates to the overall Customer network or information systems environment. Additionally, knowledge transfer is not intended to replace the need for formal instruction or vendor-supplied training in the operation of any systems installed or configured as part of this SOW.

Training: Unless otherwise specifically stated in this SOW, Provider supplied training is not intended to convey any formal certification or credential and is provided on a 'best effort' basis as a courtesy to the Customer.

Best Effort: The term 'best effort' as it relates to this SOW is intended to mean services provided by Provider to the Customer with no express warranty or guarantee implied. A particular outcome of best effort service is not guaranteed, but every effort will be made to ensure the best result possible within the time allowed and with the resources available.

IN SCOPE: The work described in the Activities section of this document, and effort toward the fulfillment and delivery of items described in the Deliverables section of this document are considered to be 'IN SCOPE' as they relate to this effort. The contents of the Assumptions sections of this document provide specific clarification of the scope.

OUT OF SCOPE: Any items, components, materials, efforts, objectives, tasks, or services not described in either the Activities or Deliverables section of this document are considered 'OUT OF SCOPE' as they relate to this effort. OUT OF SCOPE work will not be performed without written authorization by the Customer via the project change control process described herein.

Testing, Validation, Verification: The terms 'testing', 'validation' and 'verification' refer to the process of comparing measurements and observations of specific information systems to Customer provided expectations or criteria. The Customer is responsible to confirm that tests, validation, or verification is successful.

1 INTRODUCTION OF SERVICE

The Customer has purchased new servers (HP Proliant DL 360 Gen 10) and new storage (Dell/EMC Unity 300) to stand up new VMware environments in Production and DR sites running ESXi 6.7 (latest update release at time of installation). Customer has redundant switches (Ubiquiti Edgeswitch 16 XGs) for both the Production and DR environments which will be dedicated to the VMware storage traffic. Manufacturer (Dell/EMC) will rack, cable and run power to the storage and dedicated storage switches and configure storage and establish baseline replication from Production to DR of the storage. New server environment will connect to the storage via NFS protocol.

Customer desires Provider to remotely work with on-site Customer Engineers to install VMware ESXi 6.7 onto the new servers (there are three for Production and one for DR), install a new vCenter Server for the new environment and assist the Customer to migrate the existing environment (VMware 5.5) to the new environment. This will allow the legacy environment to be shutdown. Outages can be scheduled, with planning, for the work and virtual machines can be moved disruptively as required and as acceptably scheduled.

Customer also desires knowledge transfer to help flatten the learning curve of moving from VMware 5.5 to VMware 6.7.

Components Involved:

Production:

- 3 VMware 6.7 hosts on HP Proliant DL 360 Gen 10 Servers
- 1 Dell/EMC Unity 300
- 2 Ubiquiti Edgeswitch 16 XG Network Switches

DR:

- 1 VMware 6.7 host on HP Proliant DL 360 Gen 10 Server
- 1 Dell/EMC Unity 300
- 2 Ubiquiti Edgeswitch 16 XG Network Switches

2 SCOPE OF WORK

The following sections define the scope of this work effort. Only the items detailed here will be considered IN SCOPE to this project. Any other tasks, activities, services, or work products which may be requested by Greenfield throughout this engagement will be considered OUT OF SCOPE and may require additional costs or fees, changes of project schedule, or a project change order.

2.1 Activities

Provider has identified the following activities which will be performed as a part of this engagement:

PROVIDER shall be responsible for:

1. Providing a Project Manager who will:

- a. Coordinate Project Kickoff meeting
 - b. Confirm on-site preparedness prior to engineer performing work
 - c. Coordinate resources during engagement
 - d. Coordinate project closeout
2. Providing Project Engineers who will:
- a. Preparation of the site and installation review
 - i. This will involve a remote review session with the Customer (video or pics required) to verify cabling, power, and physical configuration.
 - ii. Verify NFS connectivity from legacy environment to new storage to allow Storage vMotion in the steps below
 - iii. Verify that the legacy 5.5 environment has correct licensing to allow storage vMotion or acquire a temp license to be able to perform
 - b. Architecture and Design Session
 - i. This time is spent with the Customer verifying protocols, disk/capacity usage, migration options and methodologies to layout the exact steps and settings that will be used to implement the new environment and to connect with the legacy environment for migration.
 - ii. This time will also allow for planning and getting ahead of scheduling any outages required where migrations are performed disruptively.
 - c. Production & DR Environments - New servers will be upgraded with the latest, stable BIOS or firmware at the time of installation, if required
 - d. Production Environment - Connect legacy VMware environment to new storage volumes, or assist in resizing storage volumes based on architectural session if necessary, via NFS, as new storage locations in the legacy VMware environment.
 - e. Production Environment - Within the legacy environment, perform Storage vMotion to migrate from legacy storage to new storage. Provider's Engineer will coordinate with Customer so that their combined migration efforts remain within a threshold to avoid detrimental performance on the legacy storage array.
 - f. Production & DR Environments - Install VMware ESXi 6.7 (latest update as of installation date) on new server hosts and mount NFS storage from new Dell/EMC Unity 300 storage.
 - g. Production Environment - Create new VMware vCenter server and configure to administer new environment.
 - h. Production Environment - As mutually scheduled, each virtual server (except the old legacy vCenter) will take a disruptive outage and be migrated to the new environment. This manually replaces a vMotion due to the environment migration restrictions. Migrated VMs will point to the same VMDK files which are already migrated onto the new storage so no storage copy is required. Customer desires Provider's Engineer to perform the first few VM migrations to new environment; Customer will observe and take over the migration duties for the remainder of the VMs but will coordinate with Provider's Engineer on any issues that arise.
 - i. Following all migrations, disconnect the legacy VMware environment from the new storage (Production Only) and begin to shutdown and decommission legacy VMware environment (Production & DR Environments).

- j. Knowledge Transfer:
 - i. Following the migrations, Provider's Engineer will spend up to 4 hours (one half-day) in a single session, as mutually scheduled, transferring knowledge to Customer's Engineers on differences in administering VMware 6.7 versus 5.5. It is recognized that this overview for administration is not equivalent to, nor does it replace, VMware vendor provided training classes which are highly recommended.

Customer shall be responsible for:

- 1. Providing Project Engineers who will:
 - a. Participate in the install and configuration and other activities for knowledge transfer
 - b. Provide access to the systems remotely for installation and configuration purposes
 - c. Customer Network Engineer will do the following:
 - i. Prior to installation, coordinate VLAN and IP address assignments
 - ii. Check OS and licensing on the switches and upgrade/install if necessary
 - iii. Configure the necessary network and VLANs on the switches
 - iv. Establish network connectivity with the Customer Core switches if necessary (Management interface or other)
 - d. Participate in the design discussions so that disk capacities, VMware configuration and network configuration will meet customer needs
 - e. Coordinate with Provider's Engineer on data migration
 - f. Participate in verifications steps and validation testing
 - g. Participation in the half-day knowledge transfer around VMware 6.7 versus 5.5 administration

2.2 Deliverables

The following items will be delivered to Greenfield and shall constitute the work product of this engagement.

- 1) A project completion form.
- 2) As Built Documentation
- 3) The main work product(s) of the work effort

The work effort for this SOW will be performed on an hourly basis. The only deliverables of this engagement are the specified number of service hours worked and best effort toward the desired results outlined in the sections above. Items 1) and 2) in this section serve to document that the deliverable (service time) was received by Customer.

2.3 Assumptions

Provider has identified the following assumptions that are relevant to the scope of this work effort:

- 1) It is assumed that the majority of all work related to this engagement will be performed during normal business hours (Monday through Friday 8 a.m. – 4 p.m. Customer local time). For work

that falls outside of normal business hours, mutually agreeable maintenance or downtime windows will be scheduled.

- 2) All documentation will be provided in Microsoft Word™, Microsoft Excel™, Microsoft Visio™, or Adobe PDF™ electronic file formats at Provider's discretion or in any format otherwise agreed by Provider and Customer.
- 3) It is assumed that the manufacturer installation and configuration of the storage equipment and cabling and power will be completed prior to start of services.
- 4) It is assumed that Customer's Network Engineers will have switches appropriately configured or will be available to make changes on switches as required to achieve the design.
- 5) It is assumed that Customer's Engineers will be available to establish and support remote access as required for switch, server, and storage configuration.
- 6) It is assumed that the legacy VMware hosts will be able to be cabled to and mount NFS storage from the new storage controllers to enable the Storage vMotion.

Greenfield Responsibilities:

- 1) Customer is responsible to provide Provider reasonable access (including remote access) to all facilities and equipment as needed to perform the engagement and accomplish the stated objectives.
- 2) Customer is responsible to provide Provider complete and accurate documentation of Customer systems and policies as requested throughout the engagement, so long as such requests comply with Customer stated security policies.
- 3) Customer is responsible to manage and coordinate the work performed by the manufacturer prior to the scope in this Statement of Work.
- 4) Customer is fully responsible to maintain any and all needed backups of company information, data, and system states throughout the entire engagement. Provider will make every effort to avoid the possibility of data loss, but Provider is not responsible for any data loss that may occur during this engagement.
- 5) Own responsibility for Customer's adherence to all scope and responsibilities as outlined in this document
- 6) Customer is responsible for scheduling test and downtime windows as needed for the project

Provider Responsibilities:

- 1) Provider is responsible to make any requests for information or systems access in a reasonably timely fashion, so as not to cause project delays or missed deadlines.
- 2) Provider is responsible to make any requests for information or systems access in a way that complies with stated Customer security policies.
- 3) Provider is responsible to provide a project timeline (upon request) and reasonable justification for any missed deadlines or project delays.
- 4) Provider is responsible to provide responses to any reasonable inquiries regarding project status and progress (upon request) throughout the engagement.
- 5) Provider is responsible to perform the activities and provide the deliverables herein.

Risks:

- 1) Failure or delays in providing accurate network configurations, diagrams, or site information could alter the timeline of this project and result in additional fees.
- 2) Shipping delays for equipment or software could delay this project and result in additional fees.
- 3) Delays in manufacturer installation could alter the timeline of this project and result in additional fees.
- 4) PCM will leverage allotted testing and downtime window times efficiently. However, if work effort or troubleshooting time exceed the allotted testing and downtime window times, new window times will be scheduled at Greenfield's discretion.

Site Readiness:

Provider has identified that the following items must be present in the Greenfield's environment prior to the start of this engagement:

- 1) Customer must provide sufficient electrical power and uninterruptable power supplies (to be verified before engineer arrives on-site).
- 2) Customer must provide adequate compatible rack space for the equipment.
- 3) Customer is responsible to provide all required physical security for the location where the equipment will be installed.
- 4) Customer is responsible to provide proper cooling and environmental control capacity for the existing environment plus the new equipment.
- 5) Customer must provide sufficient gigabit and 10 gigabit network connections for the new equipment.
- 6) Customer must provide sufficient available private network IP addresses in appropriate Customer VLANs to provide addressing and connectivity for the new equipment.
- 7) Customer must provide any additional supplies including cable management equipment, additional dongles or connectors, Customer specific management software, or any other items not specified in the bill of materials associated with this engagement, if any.

Scope Exclusions:

Provider has identified the following items that will be specifically excluded from the scope of this engagement:

- 1) Provider will not reconfigure any end-user PCs, desktops, or laptops as a part of this engagement.
- 2) Provider will be working with manufacturer installed storage controllers which should be substantially configured and syncing from Production to DR sites. While minor changes to volume capacity sizing may be accomplished, a complete reconfiguration of the storage controllers would be beyond the scope of this Statement of Work.
- 3) Provider will not provide any training beyond basic knowledge transfer as described herein for any of the equipment installed. It is the Customer's responsibility to provide necessary training to network administrators and IT staff.

3 SCHEDULE AND PRICING

The following sections detail the costs and proposed schedule for this project.

3.1 Address Services will be performed

Check as applicable:

- Services will be performed on-site
- Services will be performed remotely

10 South State Street Greenfield, IN 46140	PRODUCTION SITE
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2758 North Franklin Street Greenfield, IN 46140	DR SITE
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3.2 Schedule

Provider has determined the following estimated schedule and timeline for this engagement:

Estimated Project Start Date

The start date for this project has not been determined. Provider will work with Greenfield upon execution of this statement of work to determine a project start date based on mutual availability of resources and scheduling constraints.

Estimated Project Duration

This engagement is expected to be completed approximately two calendar weeks from the project start date.

Estimated Project Completion Date

The completion date for this project has not been determined. Provider will work with Greenfield upon execution of this statement of work to determine a project completion date based on the Customer's requirements and mutual availability of resources.

STATEMENT OF WORK

3.3 Price

Provider has estimated the costs required to provide the services detailed in this statement of work. This is an hourly estimate, and as such only the actual hours worked will be billed.

SERVICES WILL BE INVOICED ON AN HOURLY BASIS*

Service Description	Unit Cost	Unit Qty (hours)	Item Price
Project Manager	\$150.00	8	\$1,200.00
Engineering Services	\$200.00	52	\$10,400.00
ESTIMATED SUBTOTAL			\$11,600.00
Post Project Support (Per hr. Rate)		As needed after project completion	
Estimated Travel & Expense			\$0.00
ESTIMATED TOTAL PRICE			\$11,600.00
Travel (Check one)			
	Yes: Actual travel costs will be billed		
X	No: Travel is not required as part of this service		

*Total price and Unit Qty (Hrs.) are estimates ONLY. Actual cost may be more or less than the amounts shown.

SOW Reviewed By:

3.4 Billing Terms

Provider will invoice Customer monthly for all project related hourly services, actual travel costs and expenses. If the project is completed prior to the end of the month, the final invoice will be submitted to Customer as soon as the project effort is complete.

3.4.1 Travel Costs and Expenses. Customer shall reimburse Provider for reasonable out-of-pocket travel, lodging and meal expenses as Provider may incur as necessary for its performance of the Services and in accordance with Provider travel and expense policy. Provider will provide documentation related to expenses, upon written request.

The expense for authorized air travel will be reimbursed at cost. Provider attempts, when feasible, to book the flight at least two (2) weeks in advance. Air Travel expense will be reimbursed for coach fare only. If the project is expedited within two (2) weeks, Customer will be charged increased travel fair accordingly.

The expense for authorized rental car and other transportation fees (train, taxi, subway) will be reimbursed at actual cost. Customer will not be responsible for, nor reimburse, any type of insurance on the rental car.

Provider does have preferred rates with many hotels, based on lodging availability. If Customer has pre-negotiated rates with local hotels, upon request Provider will agree to use these hotels as appropriate and based on availability.

A per-diem rate of \$50 per day for meal expenses is allowed and will be charged accordingly for Technicians\Engineers traveling to Customer location.

Greenfield does not reimburse for the following:

Customer will not be responsible for reimbursement of any personal goods (cigarettes, magazines, newspapers and toiletries); nor personal entertainment (theater, movies, sports events, including movies on demand).

3.5 Project Completion

This project will be considered complete when all expected deliverables have been received by Customer, as acknowledged and agreed to by the parties through a Project Completion form, in accordance with the procedures set forth in this paragraph. At the completion of the project, Provider will provide the Customer with a Project Completion form. Customer will have 7 calendar days from the date of receipt of the Project Completion form either (i) to accept it by signing and returning it to Provider, or (ii) to articulate its objections in writing to Provider. If Customer does not timely provide Provider with written acceptance or objection(s) within such 7 calendar day period, Customer will be deemed to have ACCEPTED the project and all associated deliverables without any further action by either party.

4 ACCEPTANCE

I, the undersigned, have read and agree to the terms of this SOW titled 'Statement of Work for VMware Installation, Migration & Training I am an authorized representative of my organization, and I agree that once mutually signed all 13 pages of this SOW will have full force and effect for execution by all parties. Greenfield authorizes Provider to perform the services detailed herein, and agrees to the fee schedule also defined herein. Provider agrees to perform the activities and provide the deliverables defined herein. Upon completion of services and Greenfield acceptance, Customer authorizes Provider to invoice for services performed under this Statement of Work. Customer agrees to pay Provider by the due date set forth in the Provider invoice (including all applicable taxes).

City of Greenfield, IN	PCM-G
Authorized Signature	Authorized Signature
(Above name printed)	(Above name printed)
Title (printed)	Title (printed)
Date	Date

Please initial one option to indicate Purchase Order requirement:	
Initial One	Option
	Purchase Order #: _____
	Hard copy Purchase Order attached
	Purchase Order # to be provided at later date
	Purchase Order not required

At the discretion of Provider, this SOW may be subject to change in pricing and/or terms if not signed and returned on or before 05/03/2019.

STATEMENT OF WORK

ADDENDUM A: PROJECT CHANGE ORDER

Throughout the project it may be necessary to amend this scope of work or request approval for additional project related costs. Such requests will be submitted to City of Greenfield, IN (Customer) via the following project change request form.

PROJECT CHANGE REQUEST FORM

<p>1. Project Information</p> <p>1.1. Project Name:</p> <p>1.2. Account Manager:</p> <p>1.3. Project Manager:</p> <p>1.4. Customer Sponsor:</p> <p>1.5. Governing SOW: This change request shall serve as an extension of service SOW 'Statement of Work for VMware Installation, Migration & Training executed between Provider and Customer on [DATE].</p>									
<p>2. Change Request</p> <p>2.1. Change Category</p> <table border="0"> <tr> <td><input type="checkbox"/>Regulatory Requirement</td> <td><input type="checkbox"/>Requirements Omission</td> </tr> <tr> <td><input type="checkbox"/>Scheduling Issue</td> <td><input type="checkbox"/>Technical Issue</td> </tr> <tr> <td><input type="checkbox"/>Business Need</td> <td><input type="checkbox"/>Design Omission</td> </tr> <tr> <td><input type="checkbox"/>Procurement Issue</td> <td><input type="checkbox"/>Other</td> </tr> </table> <p>2.2. Change Description:</p> <p>2.3. Change Justification:</p> <p>2.4. Change Impact</p> <p>2.4.1. Effective Date:</p> <p>2.4.2. Estimated Duration:</p> <p>2.4.3. Estimated Cost:</p>		<input type="checkbox"/> Regulatory Requirement	<input type="checkbox"/> Requirements Omission	<input type="checkbox"/> Scheduling Issue	<input type="checkbox"/> Technical Issue	<input type="checkbox"/> Business Need	<input type="checkbox"/> Design Omission	<input type="checkbox"/> Procurement Issue	<input type="checkbox"/> Other
<input type="checkbox"/> Regulatory Requirement	<input type="checkbox"/> Requirements Omission								
<input type="checkbox"/> Scheduling Issue	<input type="checkbox"/> Technical Issue								
<input type="checkbox"/> Business Need	<input type="checkbox"/> Design Omission								
<input type="checkbox"/> Procurement Issue	<input type="checkbox"/> Other								
<p>3. Acceptance</p> <p>CUSTOMER ACCEPTANCE OF PROPOSED CHANGE:</p> <p>The Customer project team has reviewed and accepts the proposed change to the project scope and modification of the terms of the governing SOW.</p>									
<p>Signature: <u>SAMPLE – DO NOT SIGN</u></p>									
Customer Name & Title:	Date:								

STATEMENT OF WORK

ADDENDUM B: PROJECT COMPLETION

When the project is complete, Provider will request final acceptance of all services and deliverables from Customer via the following project completion form:

PROJECT COMPLETION FORM

This document serves to confirm that the VMware Installation, Migration & Training project has been completed and all of its deliverables have been met per the Statement of Work for VMware Installation, Migration & Training.

1. Project Name: VMware Installation, Migration & Training	
2. Customer:	
<i>City of Greenfield, IN</i> <i>Customer Contact</i> <i>Title</i> <i>Address1</i> <i>Address2</i> <i>City, State, Zip</i> <i>Phone number</i> <i>Email Address</i>	
3. Project Number:	4. Phase(s) to be Billed:
<i>Internal Use</i>	<i>Specific phase(s) billed</i>
Summary of Deliverables:	
<input type="checkbox"/> First Deliverable <input type="checkbox"/> Second Deliverable <input type="checkbox"/> Third Deliverable <input type="checkbox"/> Additional Deliverables... Note: Please provide total project hours	
5. Acceptance	
PROJECT COMPLETION DECLARATION:	
The Customer project team has received and reviewed all expected deliverables of the project, accepts all the services provided, and considers the terms of the SOW fulfilled. Customer authorizes Provider to invoice any outstanding balance for services rendered.	
Signature: <u>SAMPLE – DO NOT SIGN</u>	
Customer Name & Title:	Date: