

Statement of Work for Gila County Arizona

vSphere SRM



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1 INTRODUCTION

This Statement of Work (“SOW”) sets forth the Services (as defined herein) to be performed by Dell Marketing LP (“Dell”) to Gila County Arizona (“Customer”). The Services performed, provided under this SOW, are governed by and subject to the terms and conditions specified in: Customer’s separately signed master agreement to the extent that agreement expressly authorizes Customer to purchase the Services described herein; or in the absence of such master agreement, the Professional Services Agreement (“PSA”), which is available at www.dell.com/PSATerms and in hardcopy from Dell upon request, and, if applicable, is incorporated by reference in its entirety herein, and the parties acknowledge having read and agree to be bound by such terms (the master agreement or PSA, as applicable, the “Agreement”). The following appendices are attached hereto and incorporated by reference:

- Appendix A - Definitions
- Appendix B - Supported Sites

2 TERM

The term of this SOW shall begin on the date of the last signature (“Effective Date”) as set forth in the Signature Section of this SOW and unless terminated in accordance with this SOW or the Agreement, shall expire on the date that Dell completes the provision of Services in accordance with this SOW provided, however, in the event the Customer has not engaged Dell to perform such Services and three (3) months have passed since the later of the Effective Date and Dell’s completion of the last requested Service-related deliverable, Dell may terminate this SOW by providing thirty (30) days prior written notice. Further, in the event the term of this SOW extends beyond one (1) year, Dell reserves the right to revisit the pricing on each anniversary of the Effective Date.

3 SUMMARY OF SERVICE

Dell will provide the services as specifically described herein (the “Services”), which include the following:

- vSphere SRM Implementation

4 SCOPE OF SERVICE

4.1 Introduction

Gila County Arizona has requested Dells assistance with the implementation of VMware SRM (Site Recovery Manager) 6.1.



At the time of the engagement the vSphere environments will consist of the following:

Production:

- (1) Dell FX2 chassis
- (4) FC630 server nodes acting as ESXi 6.0 hosts
- (1) vCenter 6.0 server
- Shared storage resides on a Compellent iSCSI SAN

DR:

- (1) Dell FX2 chassis
- (4) FC630 server nodes acting as ESXi 6.0 hosts
- (1) vCenter 6.0 server
- Shared storage resides on a Compellent iSCSI SAN

The SOW assumes that the following tasks will have been completed prior to the Dell SRM Consultant's beginning the engagement:

- Both vSphere environments will be implemented and in production or be production ready.
- SAN to SAN replication will be configured between the two vSphere environments.
- VMs to be failed over by SRM will be present in vSphere environment and placed on separate Datastores from VMs that will not be failed over
- SAN firmware must be at current levels.

This engagement will utilize Dell best practices and will begin with a project kickoff meeting which will be followed by up to one day of planning and environment review. Next, working with Gila County Arizona IT staff, Dell will implement SRM and perform a test failover to validate functionality. A test failover executes the recovery plan, bringing up the VMs at the DR site in an isolated environment. This allows for the validation of the functionality of the vSphere environment without impacting the production environment.

Upon completion of the engagement Dell will provide detailed documentation which will include:

- Layout of SRM environment as implemented at of the completion of the engagement.
- Recommendation/Best Practices.
- Installation/configuration methodologies and failover/failback process.

4.2 Detailed Description

Dell will perform the tasks for this Service as follows:

- vSphere environment review
- Patch vSphere environments to current levels (if required)
- Site Recovery Manager planning and design including:
 - Protection Groups
 - Recovery Plans
- Implement VMware Site Recovery Manager including:
 - Installation of the SRM server



- Installation of the SRM Plugin into the VI Client
- Installation of the Storage Replication Adapter (SRA)
- Configure SRM inventory mappings
- Create protection groups
- Create recovery plans
- Perform test failover and validate SRM functionality.
- Provide knowledge transfer SRM implementation and usage

Complete written document which will include:

- Layout of SRM environment as implemented at of the completion of the engagement.
- Recommendation/Best Practices.
- Installation/configuration methodologies and failover/failback process.

4.3 Customer Responsibilities

Customer agrees generally to cooperate with Dell in its delivery of the Services. Customer agrees to the following responsibilities:

- 1) During the term of this SOW, Customer is responsible for promptly notifying Dell in writing of a) any changes Customer makes to its information technology environment that may impact Dell's delivery of the Services; and b) if Customer becomes aware that any of the Assumptions set forth herein are incorrect.
- 2) Customer will maintain a backup of all data and programs on affected systems prior to Dell performing the Services and during the term of the SOW. Dell will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- 3) Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.
- 4) Customer agrees to make available suitable resources, space, personnel, documentation, and systems.
- 5) Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.
- 6) Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
- 7) Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.
- 8) Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- 9) Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.



- 10) Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- 11) Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
- 12) Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
- 13) Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.
- 14) Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.
- 15) Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing, during the installation process, Technician will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by Technician under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.
- 16) Customer IT staff will be available to work with the onsite consultant as needed.
- 17) All configuration of physical network environment including the configuration of VLANs and trunking will be the responsibility of the Customer.
- 18) Unless quoted separately, Customer is responsible for all Rack/Stack and cabling of all equipment.
- 19) Dell assumes the Customer's Wide Area Network (WAN) will support the replication of data from site to site as needed by the solution. Dell is not responsible for diagnosing WAN traffic or "bottle neck" issues. Dell can bring in additional resources to perform this type of diagnostic service for additional fees via a Change Order
- 20) Dell assumes that necessary infrastructure (power, cooling, network connectivity, Directory services, etc...) is in place and functional at DR site.
- 21) Adequate SAN space must be available to support the replication requirement of SRM.

4.4 Assumptions

Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

- 1) The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this SOW.
- 2) The following tasks will have been completed prior to the Dell SRM Consultant's beginning the engagement:
 - a) Both vSphere environments will be implemented and functional.
 - b) SAN to SAN replication will be configured and functioning between the two vSphere environments.
 - c) VMs to be failed over by SRM will be placed on separate Datastores from VMs that will not be failed over



- d) SAN firmware must be at current levels.

4.5 Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

- 1) Any services, tasks or activities other than those specifically noted in this SOW.
- 2) Any Dell training or certification services not specifically described in this SOW.
- 3) Except as set forth herein, Dell is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.

Upon request by Customer, Dell will provide a proposal for such out of scope services pursuant to the Change Management Process as defined in Section 6.

4.6 Schedule / Timeline / Milestones

Dell anticipates the Services will span an estimated period of 2 contiguous business weeks.

Once this Service has been scheduled, any changes to the schedule must occur at least 8 business days prior to the scheduled date. If Customer reschedules this service within 7 business days of the scheduled date, this may necessitate invoking the Change Control Process to determine the impact, if any, and any related price adjustments.

4.7 Service Hours

Dell intends to provide the Services during the scheduled hours stated below (the "Service Hours").

This Service will be performed during normal business hours typically 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between Dell and Customer.

4.8 Deliverables

The following is a list of tangible material provided as part of the Service performed by Dell for Customer under this SOW.

Implementation Deliverable

- a) Layout of SRM environment as implemented at of the completion of the engagement.
- b) Recommendation/Best Practices.
- c) Installation/configuration methodologies and failover/failback process.



5 PRICING

This section describes the methodology for determining invoice amounts (the “Charges”) for the Services provided under this SOW. Customer hereby agrees to pay the Charges in accordance with the Invoicing and Payment terms of the Agreement and as further supplemented within this SOW.

Charges shall be as follows:

5.1 Purchase Order Amount

Except as otherwise provided below, the Total amount to be noted on the Purchase Order provided to Dell for this SOW is: USD \$18,400. If this SOW includes estimates, invoices will be based on actuals usage or expenses incurred.

5.1.1 One-Time Charge Following Customer Signature

Dell will invoice Customer upon Customer signature of the SOW the following One-Time Charge:

One-Time Charge: USD \$18,400

5.1.2 Expenses

Expenses are included in the Charges under this SOW. Unless the Scope changes, pursuant to the Change Management Process, Dell will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable and necessary travel and living expense.

5.2 Pricing Clauses:

- 1) Pricing - The terms of this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery date (“Initial Delivery Date”) of this SOW to Customer. In the event this SOW is executed by Customer and returned to Dell after such thirty (30) day period, Dell may, in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- 2) The price for the Service is based on Customer’s environment as disclosed to Dell. If the assumptions, Customer responsibilities and parameters within the scope of the Service used to develop the SOW are found to be incorrect or have changed, the parties agree to pursue resolution through the Change Management Process set forth in this SOW.
- 3) If any of the volumetric assumptions used in this SOW (including, time on task, locations, service consumption, and/or configuration factors and excluding estimated hours or expenses) relied upon by Dell vary by +/- five (5%) percent, Dell has the right to adjust the pricing to reflect such changes.
- 4) Taxes - All prices are in USD and are exclusive of all applicable taxes



6 CHANGE MANAGEMENT PROCESS

The Change Management Process (“Change Management Process”) is the process that governs changes to the scope of the Service during the Term of this SOW, as described below. The Change Management Process may be used to modify the Service described in this SOW, then, if required, a subsequent Contract Modification.

Changes permitted to be made pursuant to this Change Management Process will be limited to changes to Section 3 (Summary of Service) and Section 4 (Scope of Service) and adjustments in Section 5 (Pricing) associated with changes to Sections 3 and 4 of this SOW.

Either party may request a permitted change in the Scope of the Service by completing a Change Order Form at

www.dell.com/servicecontracts/RFC

The receiving party will review the proposed Change Order and will (i) approve it, (ii) agree to further investigation, or (iii) reject it. Changes agreed pursuant to the Change Management Process will not be effective until mutually executed by both parties.

Any desired modifications to this SOW which are not permitted above in this Section 6, will require that a written amendment to this SOW or a new SOW be mutually executed by the parties.

7 OTHER PROVISIONS

- 1) Dell may use affiliates and subcontractors to perform Services.
- 2) Dell may perform all or part of the Services off-site at a Dell or other location.
- 3) Services may be performed outside the country in which Customer and/or Dell is located. From time to time, Dell may change the location where Services are performed and/or the party performing the Services; provided however, Dell shall remain responsible to Customer for the delivery of Services.
- 4) Customer acknowledges that Dell will request Customer’s participation in a Customer feedback survey. Additionally, Dell may approach Customer to serve as reference regarding Dell’s performance of the Services. If Customer agrees to be a reference, Customer and Dell will agree in writing to the terms of such reference. The Infrastructure Consulting References Program has been developed to facilitate the confidential conversations between Dell customers and prospective accounts.
 - a) Customers are invited to join the program at the conclusion of their project for a period of one year.
 - b) We will only share your contact information to a potential customer who is interested in contacting you for a discussion on your previous experiences.
 - c) We limit usage of your reference to no more than once/month.
 - d) We will not publish your name, organization, or any customer identifiable details based on participation in this program.
- 5) If a conflict arises between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW; second, the Agreement; and third, the Purchase Order (if any). Provided, however, in no event will any terms and conditions contained



in any Purchase Order apply irrespective of whether such terms and conditions are in conflict with or merely ancillary to any terms and conditions in the SOW or Agreement.

- 6) At Dell's request, Customer agrees to cooperate with Dell to provide the following marketing assistance to Dell.
- Provide reference calls to potential Dell customers for similar Services with reasonable limits on the number of requested calls.
 - Participate in and approve a success story detailing business benefits Customer has derived from utilizing the Services provided by Dell. All content developed by Dell is subject to Customer's final approval.

8 GENERAL

Dell shall not be responsible for any delay or failure to provide Service to the extent caused by: (1) failures by Customer to perform its responsibilities under this SOW; (2) materially inaccurate assumptions; (3) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (4) modifications to Customer's network, systems, or other equipment made by a party other than Dell or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell may, following discussion with Customer regarding the impact of such incident, continue to provide the Service and shall use commercially reasonable efforts to perform the Service under this SOW. Customer shall reimburse Dell for its reasonable additional costs of providing the Service and out of pocket expenses for such efforts and only to the extent attributable to the items defined above.



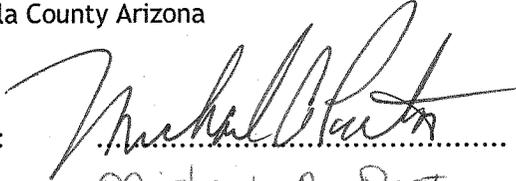
9 SIGNATURES

Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives.

Gila County Arizona

Dell Marketing LP

By:



By:

Printed:

Michael A. Pastor

Printed:

Title:

Chairman, BOS

Title:

Date:

9-23-2016

Date:

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell receives a Customer's purchase order that references this SOW. Upon receipt and acceptance of the Customer's purchase order, a Dell Project Manager will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on Customer's purchase order shall be void and have no effect on this SOW.

Please fax a copy of your purchase order and this signed SOW (with all pages in full) to
Fax: 512-283-7899, Attention: Dell - Intake Manager, RE: <SF#>.
The purchase order amount should include estimated expenses, if they are billable.



Supported Sites

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed using the Change Management process as defined in section 6.

Supported Site	Address	City	State	Zip	Qty
Production	745 N Rose Mofford Way	Globe	AZ	85501	



Contact Summary

Customer	Contact Name: Gila County Arizona Phone: Kelly Riggs 928-402-8772 Email: kriggs@gilacountyaz.gov
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Dell Opportunity Number	11572424
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