

Information Systems Department for Fresno PD

City of Fresno

Fixed Cost Statement of Work

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Project Overview

The following hardware is in scope:

- 1x Cisco UCS Chassis, 5108 Blade Chassis with 4xB200 Blades and 2x FI 6296
- 1 x M20 Pure Storage

The goal of this project is to successfully deploy a Cisco UCS B200 Blade chassis with Pure M20 Flash Storage solution and enable the City of Fresno ISD and PD ISB Teams to perform the migration of their applications from their existing compute and storage platforms.

ConvergeOne will be doing this project working closely with City of Fresno ISD team as well as the dedicated PD ISB team.

This Statement of Work (“SOW”) is made and entered into between ConvergeOne (“ConvergeOne”) and City of Fresno (“Client”).

This SOW defines the services and deliverables that ConvergeOne shall provide to Client pursuant to the Solution Summary. The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs, which may be executed and attached to the Agreement.

The scope and pricing of this SOW are valid for 60 days from the **Effective Date of 02/14/2018**. After 60 days, the information contained in the SOW is no longer valid and will need to be re-assessed which could lead to an increase in cost of services and delay in execution of the project.

Execution Services

Execution

This section of the Statement of Work covers the work that will be performed during the Execution phase of this project.

Site Readiness

- Meet with client to discover the current environment conditions
- Perform inventory of all hardware and software components for implementation
- Review the site technical requirements with the client
- Client performs verification of site readiness for service delivery using ConvergeOne's Site Readiness workbook (to be provided in first meetings or before)
- If the site is not ready, a change order may be needed to remediate any outstanding environment issues and the engineer(s) may be rescheduled

Deliverables

Site Readiness Sign-off sheet

Project Design Phase

- Conduct interactive sessions to understand Client's business and strategic information technology ("IT") objectives and potential challenges
- Work with Subject Matter Experts ("SMEs") and IT teams (Server, Storage, Network, Applications, etc.) to understand process, operational and technical details of the environment
- Align Cisco best practice deployment methodologies and use cases to minimize Client challenges
- Identify the expected business and technical outcome based on this ACI POC project.
- Create a valid design document based on the Client's hardware and software configuration

Deliverables

Design Guide Sign-off sheet

Implementation Phase

Cisco UCS Chassis

(UCS B200 Series Blades)

- UCS Design Workshop
- UCS basic configuration
- Configure management network
- Confirm that the firmware and OS is at the approved version, update as necessary.
- Configuration of UCS service profiles and associated SP elements
- Configuration of UCS FI to connect to the PURE M20 controllers via iSCSI
- Configuration of Storage ports and enable LUNS to be presented to B200
- Enable remote KVM access and ensure successful drive mount to install ESX host
- Support the City ISD Team's successful ESX host installation and configuration with vCenter
- Support the City ISD Team's successful storage vmotion of existing data from legacy SAN to new PURE LUNs.
- Support the City ISD Team's successful verification of applications hosted on new ESX hosts and PURE LUNs.

Delivery

The following written reports will be provided:

UCS Documentation Packages

Post Installation Phase

- Review basic operational/administrative tasks with the Client
- Validate the success of the project

Out of scope

- City of Fresno ISD will rack/stack/cable and power UCS chassis, Fabric interconnects and Pure Array and Controllers
- City of Fresno ISD will perform the installation of ESX hosts with vCenter
- City of Fresno ISD will perform the configuration and connectivity of the top of rack switching equipment
- Any application migrations required to move applications from existing legacy SAN/ESX hosts to new build

Knowledge Transfer

Knowledge Transfer is an informal conference or in-person session(s) wherein ConvergeOne presents and reviews the overall solution and addresses Client questions regarding the completed design. During the Planning and Design phase of the project, ConvergeOne and the Client will determine a Knowledge Transfer session(s) schedule, content and participants.

- Knowledge transfer includes review of As-Built documentation
- Provide up to four <4> hours of Knowledge Transfer, hands-on review

NOTE: Knowledge Transfer is not a formal training class that would otherwise be delivered by a certified vendor learning partner. ConvergeOne can recommend official training classes at Client's request.

Execution Deliverables

ConvergeOne may provide the following execution deliverables as part of the deployment:

- As-Built to be provided will be Client focused documentation of work completed and final configuration

Project Closeout

At the conclusion of the project, ConvergeOne and the Client will conduct a project closeout meeting. Below are the items that will be covered in the meeting:

- Review of the project deliverables, major milestones and accomplishments
- Review of quality results
- Review of key lessons learned
- Review of any outstanding issues or Client dissatisfaction
- Discussion of any further steps required by either the Client or ConvergeOne

Project Management

ConvergeOne assumes the following project management responsibilities:

- Designate a ConvergeOne Project Manager to be the Client's primary point of contact for all project activities
- Coordinate with the Client and ConvergeOne project personnel to facilitate the project
- Regularly review ConvergeOne project activities, any checkpoint meetings and overall schedule for the project activities
- Ensure ConvergeOne employees and any ConvergeOne subcontractors conform to the Client's reasonable workplace policies, conditions and safety regulations that are consistent with ConvergeOne' obligations herein. Client will provide a written list of these obligations to ConvergeOne in writing prior to commencement of the Services. ConvergeOne personnel or subcontractors shall not be required to sign individual agreements with the Client or waive any personal rights
- Confirm the Client's business goals and review items to be completed prior to the installation or deployment date(s)

Project Assumptions

This SOW, and the service pricing herein, was prepared based partly on the following key assumptions ("Assumptions"). Any deviations from these Assumptions that arise during the project shall be managed through the Change Management procedures as defined herein. Client agrees that any changes in the Assumptions may result in an adjustment in the Service Pricing.

Personnel

ConvergeOne follows a skills-based implementation philosophy. Based on a project's needs, individuals with specific skill sets may be engaged at various phases of this project. This allows ConvergeOne to provide the Client with a specialized team to accomplish a successful implementation. The ConvergeOne Project Manager is responsible for assigning and scheduling engineers as needed.

Project Schedule

Estimated Project Start Date: < EST. START DATE >

Estimated Project End Date: < EST. END DATE >

Estimated Project Duration: 2-3 weeks

Project duration and end date are dependent upon ConvergeOne and Client availability, Client readiness, and the actual start date.

ConvergeOne will use commercially reasonable efforts to commence delivery of services defined in this SOW within four (4) weeks from the date of the Client's approved purchase order and signed and submitted SOW.

Project work required beyond the term of the Estimated Project Duration specified in this section may require a ConvergeOne Change Request Form signed by both parties in accordance with the Project Change Management procedures defined herein. Any extension of the project's duration for any reason other than delays caused solely by ConvergeOne may require an increase in SOW pricing.

Completion

ConvergeOne project personnel will be considered to have completed the services under this SOW when they have completed the Planning, Design and Execution Services as described herein.

In order to refuse acceptance of the services performed, Client must immediately provide written notification to ConvergeOne, describing why the Client is rejecting the services performed. ConvergeOne shall have ten (10) business days after the receipt of such notice to remedy the error, given it is within ConvergeOne' scope and reasonable ability to do so. Such time period to correct the error may be extended by mutual consent of Client and ConvergeOne.

Project Pricing and Payment

<i>Description FFP-SOW</i>	<i>Price (U.S. Dollars)</i>
Project Milestone: Planning and Design, and Implementation, Test and Verification	\$21,052.00
Total Price	\$21,052.00

Services provided will be invoiced fifty percent (50%) of the Price upon execution of the SOW and balance due monthly as Services are performed by ConvergeOne and are due within thirty (30) days from the date of the invoice.

Any change to the Project Pricing and Payment schedule will be managed through the Change Management procedures specified herein.

All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of ConvergeOne). The Client shall pay any taxes related to services purchased or licensed pursuant to this SOW or the Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

Authorization to Proceed

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by ConvergeOne.

By signing below, the duly authorized Client representative signifies their commitment to proceed with the project as described in this SOW.

City of Fresno

ConvergeOne

By

By

Name (please print)

Name (please print)

Title

Title

Date

Date

Purchase Order (PO) Number

Purchase Order (PO) Number

NOTE: Any services performed on credit (e.g. T&M, Purchase Order) requires a pre-approved credit application to be on file with ConvergeOne.

NOTE: WITHOUT THE PRIOR WRITTEN CONSENT OF CONVERGEONE, UNDER NO CIRCUMSTANCES IS ANY PART OF THIS DOCUMENT TO BE DISCLOSED TO A THIRD PARTY OR USED FOR ANY PURPOSE OTHER THAN THE EXECUTION OF THIS PROJECT BY CONVERGEONE AND THE CLIENT.

Appendix A

Change Request Form

In reference to the section titled *Change Management* of the herein referenced Statement of Work (“SOW”) between ConvergeOne (“ConvergeOne”) and City of Fresno, (“Client”), both parties hereby certify, by the signature of an authorized representative, this Change Management Request will amend and be fully incorporated into the existing SOW.

Project Title and OPPID Number

Change Request Number

Description of Change(s) Requested:

Schedule Impact:

Appendix A - continued

Pricing Impact

Original value of SOW

Added value of Change Request

Total new value of SOW

Purchase Order Issuance (if applicable): Client shall issue a written Purchase Order to ConvergeOne, or shall issue an amendment to its original Purchase Order issued under this SOW, for the total added value amount of \$<TBD>

Except as changed herein, all terms and conditions of the parent SOW remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Change Management Request to be fully executed.

City of Fresno

ConvergeOne

By

By

Name (please print)

Name (please print)

Title

Title

Date

Date

Purchase Order (PO) Number

Service Order (SO) Number